

# Credit Suisse Supplier Code of Conduct

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# 1. Purpose and Scope

Credit Suisse AG and its affiliates (hereinafter collectively referred to as “Credit Suisse”) are committed to operating their business in an economically, socially and environmentally sustainable manner, believing that this is not only essential to Credit Suisse’s brand and reputation but also for ensuring the long-term overall success of Credit Suisse and its stakeholders.

As a consequence, Credit Suisse supports various initiatives and principles such as the United Nations Global Compact and is committed to reflect these in Credit Suisse’s business principles and practices and to ensure that companies and individuals who supply goods, materials or services to Credit Suisse (“Suppliers”) will also comply with these principles.

This Supplier Code of Conduct (“the Code”) outlines the standards with regard to business integrity and ethics, labor and social standards, environment, general principles of business and related management systems that Credit Suisse expects its Suppliers to comply with. In order to advance social and environmental responsibility, the Code may require Suppliers to go beyond compliance with locally applicable laws and regulations.

For the Code to be successful Suppliers must regard this Code and the principles and expectations specified herein to be applicable throughout the entire supply chain, i.e. Suppliers are also required to ensure that its employees and all direct or indirect subcontractors and agents acknowledge and adhere to the principles and expectations specified in the Code.

Credit Suisse has internal policies, controls and reporting structures in place in order to ensure compliance with the Code. Through its Third Party Risk Management Framework (TPRM), Credit Suisse meets regulatory requirements governing business relationships with third parties and assesses financial, operational and reputational risks as well as potential environmental, social and labor law-related risks in connection with third parties. This framework also allows Credit Suisse to continuously monitor these relationships, to raise and track issues, and to demand actions for improvement from suppliers and service providers. In accordance with the UK Modern Slavery Act, Credit Suisse annually reports on this process in its Modern Slavery and Human Trafficking Transparency Statement.

## 2. Business Integrity & Ethics

### 2.1 **Compliance with Applicable Laws & Regulations, Fair Competition**

Credit Suisse requires that all Suppliers, their subcontractors and all of Suppliers or subcontractors’ employees involved in the supplying of goods or services to Credit Suisse must comply with all applicable laws and regulatory requirements and shall compete fairly in the market place.

### 2.2 **No Improper Advantage**

Suppliers are strictly prohibited from directly or indirectly (through intermediaries or subcontractors) offering, stipulating and/or giving any personal or improper advantage in order to obtain or retain a business or to in return obtain other improper advantages from a third party, whether public or private. Likewise, Suppliers and Suppliers’ staff will not directly or indirectly accept any such personal or improper advantage in return for any preferential or otherwise inappropriate treatment of a private or public third party. Credit Suisse values the awarding of contracts based on meritocracy. Given their market tendering and contract award responsibilities, Credit Suisse Sourcing & Vendor Management staff (and their family members) are not permitted to accept gifts and entertainment from current, past or potential Suppliers (or anybody acting on their behalf). Any exceptions to this policy must be with the prior written approval of a member of the Sourcing & Vendor Management team.

### 2.3 **Conflict of Interest**

Credit Suisse Suppliers must disclose all potential conflicts of interest, including those in which the Supplier may have been placed inadvertently due to either business or personal relationships with clients, other Suppliers, business associates, or competitors of Credit Suisse, or with other Credit Suisse employees. Therefore, hereof Suppliers are obliged to calculate, quote and submit the price(s) and/or fee(s) contained in any bid or proposal or invoice independently to Supplier’s Credit Suisse Sourcing & Vendor Management contact, without collusion, consultation, communication or agreement with any other competing Supplier.

- 2.4 Privacy**  
Privacy and confidentiality are key elements when working with Credit Suisse. In order to ensure that Credit Suisse's, its employees' and clients' privacy rights and interests are protected, Suppliers shall safeguard and not disclose private or confidential information without being authorized to do so and make only proper and authorized use of such information. Suppliers are required to report immediately to their Credit Suisse Sourcing & Vendor Management contact any actual or suspected disclosure or loss of (including the inability to account for) any private or confidential information relating to Credit Suisse, its clients, its personnel, or other suppliers.

## 3. Labor & Social Standards

Suppliers will comply with all applicable legal requirements, as well as with any existing industry standards, agreements, and guidelines regarding social standards (including labor law and legal provisions with regard to health and safety at work), but at the very least (i.e. in the event that the legal requirements and any industry standards, agreements, and guidelines are less strict than the requirements below or do not exist at all) with the following requirements:

- 3.1 No Child Labor**  
According to Article 32 of the UN Convention on the Rights of the Child, children are to be protected from any work that could compromise their health, education, and development, and a minimum age for the admission to employment is to be established. The relevant requirements regarding minimum age are determined in the Conventions of the International Labor Organization ILO (in particular Convention No. 138 concerning the Minimum Age for Admission to Employment, which sets out in Article 2 Section 3 the principle that the minimum age shall not be less than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years).
- 3.2 Freely Chosen Employment**  
Suppliers shall not use forced labor. This is defined as any type of work or service demanded from an individual under the threat of any sort of punishment and which the individual has not undertaken voluntarily.
- 3.3 Humane Treatment**  
Suppliers shall provide a workplace free of hard and/or inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity, nor is there to be the threat of any such treatment.
- 3.4 No Discrimination**  
Suppliers shall provide a workplace free of harassment and/or deliberate discrimination, particularly on the basis of race, national origin, skin color, language, religion, political convictions, gender, gender identity, sexual orientation, marital status, age, disability, pregnancy and related medical conditions, military or veteran status, or on any other basis prohibited by applicable law.
- 3.5 Health and Safety**  
Suppliers shall provide a safe working environment that poses no risk to health.
- 3.6 Wages and Employment Benefits**  
Suppliers must pay salaries and employment benefits that are at least equal to the normal local salary for comparable work in the relevant industry and satisfy all applicable employment laws.
- 3.7 Freedom of Association**  
Suppliers will respect the right of workers to associate freely, form and join workers organizations of their own choosing, seek representation, and bargain collectively, as permitted by and in accordance with applicable laws and regulations. Suppliers shall not discriminate with respect to employment based on union membership and, in particular, shall not make employment subject to the condition that the worker relinquish union membership or agree not to join a union or cause the dismissal of or otherwise prejudice a worker by reason of union membership or participation in union activities outside working hours (or within working hours if the Supplier has consented to such activities or if required by applicable law or regulation). Suppliers must refrain from any acts of interference with the establishment, functioning, or administration of workers' organizations in accordance with applicable laws and regulations.

- 3.8 No Clandestine Employment**  
Suppliers shall refrain from clandestine employment (i.e. any work on an employed or self-employed basis that is carried out in full or partial breach of applicable legal requirements).

## 4. Environment

The Suppliers shall comply with all applicable legal requirements, as well as with any existing industry standards, agreements, and guidelines regarding the environment and sustainability, but at the very least (i.e. in the event that the legal requirements and any industry standards, agreements, and guidelines are less strict than the requirements below or do not exist at all) with the following requirements:

- 4.1 Reduction of Resource Consumption and Emissions**  
Suppliers will use raw materials and natural resources in a responsible manner and make every effort to reduce the consumption of energy (electricity, heating), water, and fuel, to reduce any associated emissions, and to use environmentally-friendly means of transport.
- 4.2 Hazardous Substances**  
All chemical or other substances posing a potential hazard if released to the environment are to be clearly identified as such and used sparingly and appropriately. Suppliers ensure the safe handling, movement, storage, use, recycling and/or reuse and environmentally-friendly disposal of such substances.
- 4.3 Improvement Objectives**  
Suppliers shall operate a systematic process of planning, training, implementation, monitoring, and evaluation for the company's environmental performance (environmental aspects), with the aim of continually reducing the environmental impact of its operations. Suppliers shall endeavor to use new progressive environmental technologies that lead to measurable improvements in terms of environmental impact (e.g. climate change).

## 5. Other Principles

- 5.1 Innovation**  
For Credit Suisse and its business, supporting ongoing innovation is a must and key element – hence Suppliers are expected to contribute to Credit Suisse's efforts by introducing cutting edge solutions and giving Credit Suisse early visibility of and access to innovative products and services.
- 5.2 Use of Credit Suisse Name and Trademarks**  
Suppliers and all of their staff must not use any of Credit Suisse's trademarks (including names and logos) for marketing, advertising or other purposes unless such usage has been pre-approved by Credit Suisse Sourcing & Vendor Management in writing and at all times is in accordance with Credit Suisse's then applicable Branding Guidelines. Suppliers are expected to keep their relationship with Credit Suisse confidential unless disclosure has been pre-approved and authorized by Credit Suisse Sourcing & Vendor Management.
- 5.3 Use of Credit Suisse Resources and Assets**  
Suppliers and all of their staff are required to protect and use Credit Suisse property, supplies, facilities, equipment and/or other assets responsibly, with due care and only when and to the extent authorized. Credit Suisse information technology infrastructure and systems provided to or made accessible to Suppliers' staff, including email, may only be used for authorized business-related purposes. Suppliers' staff and sub-contractors working on Credit Suisse property must comply with all relevant data protection, legal, compliance, health and safety, fire and security regulations, policies, plans and procedures for that site; permission to enter a Credit Suisse site may be refused or removed for failing to comply.
- 5.4 Standards of Conduct for Contingent Workers**  
Suppliers must ensure that their personnel who are assigned to provide services to Credit Suisse are aware that they have to comply with CS internal standards and policies. They have to provide the Credit Suisse Standards of Conduct for Contingent Workers to such personnel upon start of the assignment and are responsible to make them aware that they have to comply with these and that they may also be subject to complete CS trainings. Suppliers are responsible to provide assurance of completion upon request.

- 5.5 Background screening**  
Suppliers shall conduct and provide confirmation of satisfactory completion of background checks on all of its contingent workers (Supplier and its affiliates' employees, and their subcontractors' employees), prior to their assignment to Credit Suisse, who will be performing services on Credit Suisse or its affiliates' premises, or who will, in the course of performing services, have access to Credit Suisse's information, technology systems, data and assets. Background checks will be done in accordance with, and to the extent permitted by, all applicable laws. Credit Suisse may perform, at its expense, additional checks, as it deems appropriate.  
Suppliers are responsible for informing their assigned contingent workers that they will be required to sign (a) consent form(s), and other documents related to screening requirements, and that the Credit Suisse work assignment is contingent upon signing such documents and clearing all screenings. Suppliers shall not assign any contingent workers who do not consent to, or satisfactorily complete, the background check.

## 6. Management Systems

Suppliers shall use management systems to facilitate compliance and continual improvement with the principles and expectations specified in the Code. The management systems elements include:

- 6.1 Assessment of Legal Requirements and Industry Standards**  
Suppliers shall identify and monitor compliance with all applicable laws, regulations and common industry standards.
- 6.2 Risk Assessment and Risk Management**  
Suppliers shall have sound and tested risk prevention and risk management procedures (including a health & safety management system) in order to identify and manage risks associated to Suppliers' operations in all fields addressed by this Code. Suppliers shall assign representatives and communicate their details to Credit Suisse (including a Business Continuity contact and Background Screening contact).
- 6.3 Communication and Training**  
Suppliers shall have appropriate communication means, induction and/or training programs in order to ensure that its management and staff members, its subcontractors and their management and staff members achieve an appropriate level of knowledge, awareness and skills to comply with the principles and expectations specified in this Code.
- 6.4 Documentation**  
Suppliers must maintain and urge its subcontractors to maintain the appropriate records necessary to demonstrate conformance and compliance with applicable laws and regulations and the principles and expectations specified in the Code.
- 6.5 Audits**  
Suppliers will use periodic self-evaluation or other auditing procedures to ensure conformity to applicable laws and regulations and the principles and expectations specified in this Code. Credit Suisse reserves the right to verify the Suppliers' compliance with the Code.
- 6.6 Incident Reporting**  
Suppliers are required to report to their Credit Suisse Sourcing & Vendor Management contact any incident, behavior or other circumstances that are or may be regarded as or potentially result in a non-compliance with the principles and expectations specified in this Code.
- 6.7 Corrective Action Process**  
Suppliers are required to have processes in place that allow to in a timely manner correcting any deficiencies or non-compliance with the Code as identified by Credit Suisse, internal or external assessments, inspections or audits or otherwise brought to Suppliers' attention.