



Covéa Anti-Bribery Code of Conduct

APPENDED TO THE INTERNAL REGULATIONS

January 2023



A PURPOSEFUL
MUTUAL
INSURANCE
GROUP



Foreword from the CEO

The Covéa Group attaches paramount importance to compliance with business ethics and to combating all breaches of integrity, as stated in its Ethics Charter.

In particular, Covéa considers the fight against bribery to be fundamental in its relationships with third parties. The Group reaffirms its zero tolerance policy with respect to bribery and influence peddling.

This code is in line with the Sapin 2 Act, which requires major French groups to adopt a code of conduct to combat bribery and influence peddling, and which is to be appended to companies' internal regulations.

Practical and instructive, this code is designed to guide employees in their day-to-day activities.

It sets out the rules to be followed, describes prohibited acts, and deals with high-risk situations, such as conflicts of interest and gifts and invitations.

Lastly, it refers to the whistleblowing system in place that can be used to report any situation that breaches this code.

I would like everyone at Covéa, both in France and internationally, to commit to applying this code.

Thierry DEREZ
Chief Executive Officer



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INTRODUCTION

WHY AN ANTI-BRIBERY CODE OF CONDUCT?

Committing an act of **bribery** or **influence peddling** is a **criminal offence** that may have significant consequences for the perpetrator and for the Covéa Group.

The purpose of this Anti-Bribery Code of Conduct is to raise awareness of the applicable rules and to facilitate understanding thereof by providing examples of acts that may constitute an offence.

It is a component of the global anti-bribery system set up to prevent, detect and control this risk.

It expresses the Group's clear and unreserved commitment to combating bribery.

SCOPE

This Anti-Bribery Code of Conduct applies to:

- **officer**¹ ;
- **permanent**² and **temporary**³ staff of the Covéa Group, as defined below.

(Hereinafter referred to as "*employees*")

All Covéa employees must read this code and undertake to comply with it in the course of their business activities and to perform their duties within the Group with integrity.

1. There is a version of the code for board members.

2. Employees on permanent contracts, including managers.

3. Employees on fixed-term contracts or professional training contracts, apprentices, temporary workers, interns, on-site service providers.

This code is appended to the internal regulations of each Group entity.

The rules it sets out apply to everyone. Any breach of this code of conduct may result in **disciplinary, civil or criminal sanctions**, depending on the context, classification and seriousness of the acts⁴.

Compliance with the principles of this code is also required of all stakeholders who have relationships with the Group, such as suppliers, subcontractors, partners, intermediaries and service providers.

CONTACTS

In the event of situations or acts potentially in breach of this code, employees may speak to their usual contacts:

- their **manager**;
- the **Human Resources Manager**.

Employees may also:

- refer the matter to the **Compliance Department** for advice;
- use the **whistleblowing system** to report a situation in breach of this code⁵.

4. See Section 2 "Possible penalties".

5. See Section 4 of this code which discusses reporting situations in breach of the code of conduct.



1. PROHIBITED SITUATIONS

The risks of bribery and influence peddling are a major issue for companies due to their possible consequences:

- **criminal penalties;**
- **administrative penalties;**
- **reputational damage;**
- **loss of stakeholder confidence.**

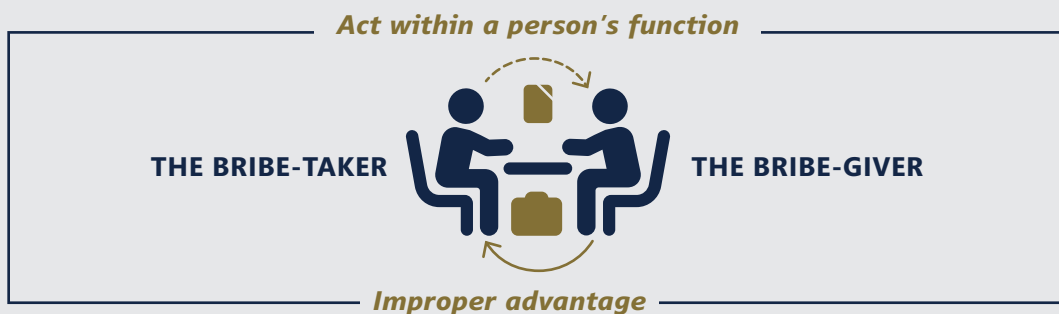
This code of conduct describes acts to be avoided based on the risks identified in the Covéa Group's bribery risk mapping.

1.1 BRIBERY

DEFINITION

Bribery is the act of **offering, soliciting or accepting**, directly or indirectly, offers, promises, gifts, presents or any other advantage in order to perform or refrain from performing an **act within one's function** or a duty.

The criminal offence of bribery is established **even if its objective is not achieved**: the mere fact of offering an advantage to a private person or a public official with the aim of obtaining from such person that they perform, delay or refrain from performing an act falling within their function may constitute the offence of bribery, even if the act has not been performed.



THERE ARE SEVERAL TYPES OF BRIBERY:

| Private bribery ⁶ | Public bribery ⁷ |
|--|--|
| A bribe involving individuals or legal entities in the private sector . | A bribe involving a person who holds a public office (a “public official”, as defined below). |
| Active bribery | Passive bribery |
| The act whereby a person “ re-munerates ” the performance or non-performance of an act by a private person or a public official. | The act whereby a private person or a public official allows themselves to be “bought” to perform or refrain from performing an act falling within their function . |

WHO IS A PUBLIC OFFICIAL?

A public official may be:

- **A person who holds public authority:** a person who has decision-making power or a power to compel over individuals and things, due to the area of public authority entrusted to them by virtue of their functions, whether administrative, judicial or military.
Examples: judges, military personnel, prefects, civil servants or public officials who exercise official authority, public and ministerial officers.
- **A person entrusted with public service duties:** a person who does not have decision-making power or a power to command derived from public authority, but who is entrusted with carrying out acts or exercising a function the purpose of which is to serve a public interest. Such a person has no power of authority, unlike a holder of public authority.
Examples: a secretary-general of a chamber of trades, a director of a hospital, a university president.

6. Active private bribery: Article 445-1 of the French Criminal Code / Passive private bribery: Article 445-2 of the French Criminal Code.

7. Active public bribery: Article 433-1 of the French Criminal Code / Passive public bribery: Article 432-11 of the French Criminal Code.

- **A person who holds an elective office:** a person entrusted with a public elective office. This includes national and local elected officials and elected directors of public institutions.

Examples: a mayor, a deputy mayor, a president of a departmental council, a regional councillor, a senator, a deputy.

EXAMPLES OF ACTS OF BRIBERY:

- An employee chooses a supplier during a call for tenders in return for a kickback or any other improper benefit.
- A company hires a relative of a mayor in order to obtain a public contract.
- A mayor requests that a grant be paid to an association headed by a relative in return for issuing an administrative permit.

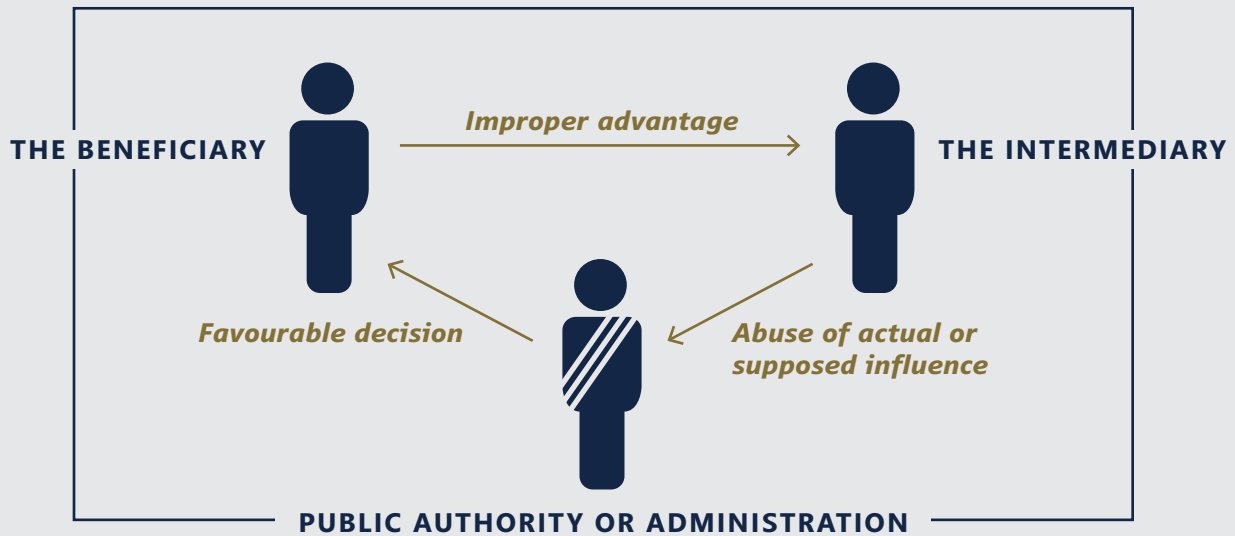
1.2 INFLUENCE PEDDLING

DEFINITION

Influence peddling is the act whereby a person who holds public authority, is entrusted with public service duties or holds a public elective office, or a private individual, offers, solicits or accepts an improper advantage in consideration for an abuse of influence in order to obtain a favourable decision (employment, contract, distinction, etc.) from a public authority or administration.

This is a form of bribery.

The criminal offence of influence peddling is established **even if its objective is not achieved**: the mere act of offering an advantage to a public official in the hope that they will use their influence to obtain a favourable decision from a public administration may constitute the offence of influence peddling, even if such a decision is not obtained.



THERE ARE TWO TYPES OF INFLUENCE PEDDLING:

| Active influence peddling ⁸ | Passive influence peddling ⁹ |
|---|--|
| <p>The act whereby a person offers an advantage to a public official or a private individual in order that they use their influence, whether actual or supposed, with a view to obtaining a favourable decision from a public administration for the person who provided them with these advantages.</p> | <p>The act whereby a public official or a private individual agrees to solicitations or offers to use their actual or supposed influence with an administration on behalf of other parties, with a view to obtaining a favourable decision from such public administration.</p> |

8. Active influence peddling committed by a public intermediary: Article 433-1 2° of the French Criminal Code/by a private intermediary: Article 433-2, par. 2, of the French Criminal Code.

9. Passive influence peddling committed by a public intermediary: Article 432-11 2° of the French Criminal Code/by a private intermediary: Article 433-2, par. 1, of the French Criminal Code.

EXAMPLES OF ACTS OF INFLUENCE PEDDLING

- Offering to pay a mayor to use its influence over a group of municipalities, with a view to obtaining a public procurement contract.
- Offering benefits in kind to a minister so they will use their influence with the relevant administration to gain access to a new market within the civil service.
- A member of government requests a job for his daughter with a company in exchange for the minister's influence with the administration, in order to obtain a decoration for the person who agrees to hire the daughter.

WHAT IS THE DIFFERENCE BETWEEN BRIBERY AND INFLUENCE PEDDLING?

The difference between the two offences lies in the nature of the act to be performed and the number of parties involved:

- *If an act falls within the powers of the person from whom a favourable decision is sought, the offence is bribery. Two people are involved: the bribe-giver and the bribe-taker.*
- *If the act consists of using influence with a third party to obtain a favourable decision, the offence is influence peddling. Three people are involved: the beneficiary, the intermediary and the public authority or administration.*

WHAT FORMS CAN IMPROPER ADVANTAGES TAKE?

Advantages received or offered that may constitute corrupt means may include:

- *gifts, invitations and hospitality, as defined below;*
- *payment of ancillary costs (travel, accommodation);*
- *donations to charitable or political organisations;*
- *sponsorship operations;*
- *corporate philanthropy operations;*
- *confidential information;*
- *other personal advantages.*



2. POSSIBLE PENALTIES

2.1 CRIMINAL PENALTIES FOR INDIVIDUALS

In France, acts of bribery and influence peddling are offences subject to the following criminal penalties:

| BRIBERY active or passive | INFLUENCE PEDDLING active or passive |
|---|--|
| Private bribery¹⁰ <ul style="list-style-type: none">• a term of imprisonment of 5 years;• a fine of €500,000 (or twice the proceeds of the offence). | Influence peddling committed by an individual¹¹ <ul style="list-style-type: none">• a term of imprisonment of 5 years;• a fine of €500,000 (or twice the proceeds of the offence). |
| Public bribery¹² <ul style="list-style-type: none">• a term of imprisonment of 10 years;• a fine of €1,000,000 (or twice the proceeds of the offence). | Influence peddling committed by a public official¹³ <ul style="list-style-type: none">• a term of imprisonment of 10 years;• a fine of €1,000,000 (or twice the proceeds of the offence). |

These acts are prohibited and punishable in France, but also under the laws of most countries in which the Group does business.

10. Active private bribery: Article 445-1 of the French Criminal Code/Passive private bribery: Article 445-2 of the French Criminal Code. Article 445-3 of the French Criminal Code provides for additional penalties.

11. Influence peddling committed by an individual: Article 433-2 of the French Criminal Code.

12. Active public bribery: Article 433-1 of the French Criminal Code/Passive public bribery: Article 432-11 of the French Criminal Code.

13. Active influence peddling committed by a private intermediary: Article 433-2, par. 2, of the French Criminal Code/Passive influence peddling committed by a public intermediary: Article 432-11-2 of the French Criminal Code.

2.2 CRIMINAL PENALTIES FOR LEGAL ENTITIES

If the Group or any of the Group's legal entities is held criminally liable as a legal entity, the fines above are increased fivefold.

2.3 DISCIPLINARY SANCTIONS

Any breach of this code of conduct may result in disciplinary action, up to and including dismissal.

Disciplinary sanctions and the applicable procedures are described in the internal regulations of each group entity.

In addition, employees who breach the rules contained in this code may be subject to civil and/or criminal proceedings.



3. HIGH-RISK SITUATIONS

Certain situations are particularly conducive to acts of bribery and/or influence peddling and require particular vigilance and appropriate conduct on the part of employees.

The situations described below, which are not exhaustive, are particularly exposed to bribery risks and are discussed in order to guide employees as to how to act.

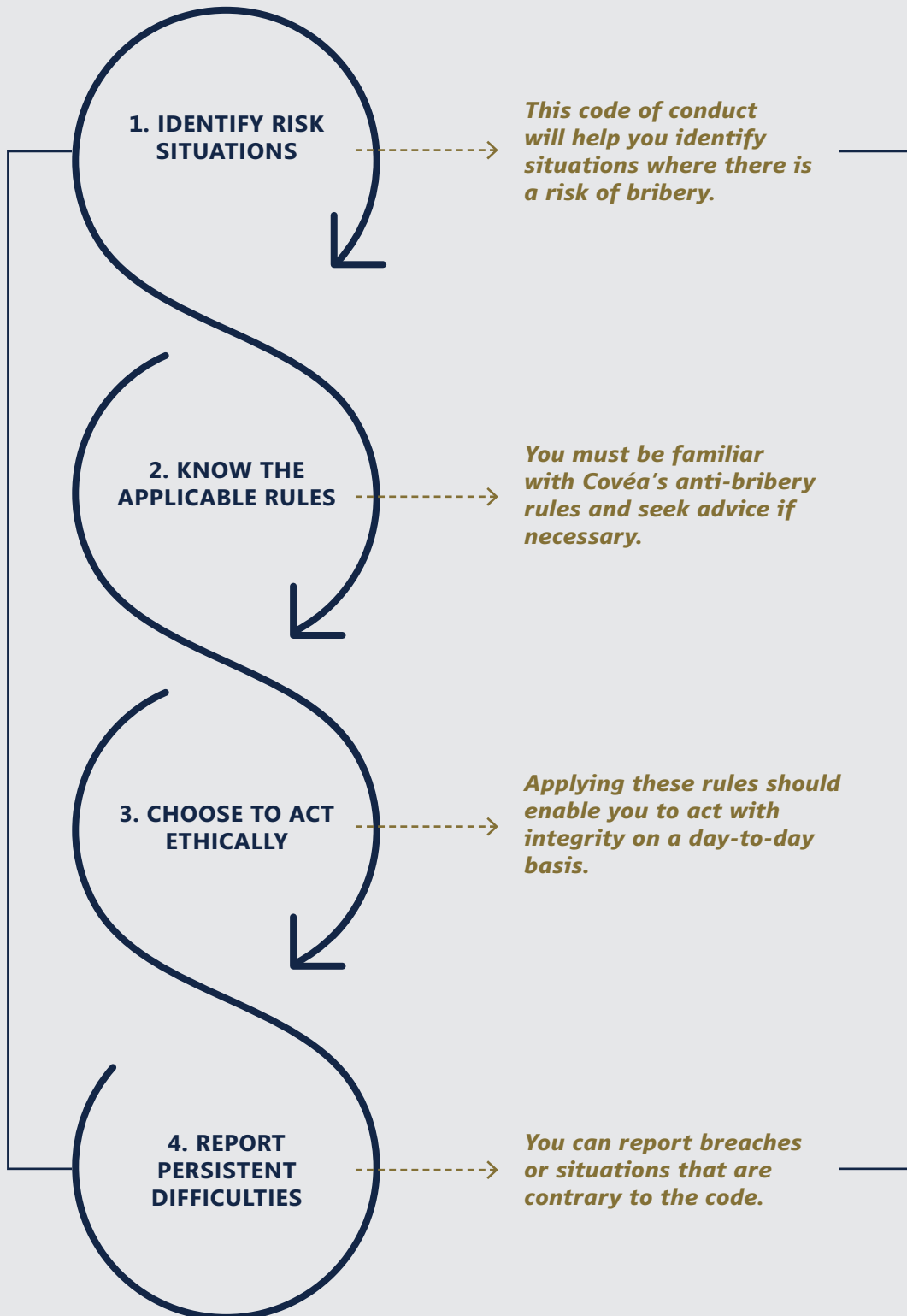
These situations take into account the risks the Covéa Group has identified in its **mapping of bribery risks** to which it is exposed in connection with its activities.

The examples of appropriate acts and acts to be avoided provided in the various settings are illustrations only and are not exhaustive.

Employees faced with a situation that is not dealt with in this code should use **common sense** and display **judgment** in order to act in the most appropriate manner and with integrity, and should not hesitate to seek advice¹⁴.

14. See "Contacts" section.

SYNTHESIS



3.1 GIFTS AND INVITATIONS

DEFINITION

A gift is **any good, service, benefit or advantage of any kind** that is offered, promised or received, pursuant to an individual initiative, **between an employee and a third party**.

Examples: a box of chocolates, a gourmet basket or a bottle of liquor offered at the time of New Year's greetings.

An invitation is any **individual invitation** to an event made to a third party at the initiative of an employee, or made at the initiative of a third party to a specific employee.

Examples: business meals, invitation to an event organised (conference followed by a cocktail reception) or proposed by the third party (sports match, opera performance).

Gifts and invitations are an ordinary part of business life. They are often a courtesy intended to strengthen business relationships (thanks, traditions, holiday greetings).

Nevertheless, depending on the circumstances, they may raise suspicion of an undisclosed quid pro quo that may be a form of bribery, which could expose the company and the employee to criminal liability. In such case, the gifts would become improper advantages.

COVÉA RULES

Gifts and invitations must be received and offered in accordance with the laws and regulations applicable in France and in the countries where the Group does business.

Gifts and invitations must not be received or offered to obtain an improper advantage or to improperly influence a decision.

All gifts and invitations, whether received or offered, that could legitimately be perceived as having been made with the intention of obtaining a service in return must be avoided or refused, as well as if they are manifestly lavish or excessive due to their nature or because they are made repeatedly.

Any gift or invitation that may create a **conflict of interest**¹⁵ for an employee must be refused.

It is strictly prohibited to:

- offer or receive gifts or invitations during **negotiations** (discussions, calls for tenders, procurement processes in progress, etc.);
- receive a gift or invitation at one's home or have a gift or invitation sent to one's home;
- request gifts or invitations (in particular to sporting events) from individuals or companies who have business relationships or are attempting to establish business relationships with the Group;
- receive or offer a gift in the form of a **monetary payment** (cash, cheques, bank transfers, gift certificates, vouchers, etc.).

An **expense claim** should be submitted for gifts or invitations to business meals offered to third parties on an individual basis¹⁶.

In such case, they must comply with the rules of the **Covéa Business Expenses Charter**¹⁷.

GIFTS

Gifts, whether received or offered, must **systematically be reported** and entered in the Covéa Gifts and Invitations register¹⁸, **as from the first euro**.

Gifts are tolerated if their value does not exceed an **aggregate amount of €150** per calendar year for the same third party and employee.

If they exceed that amount, they automatically require **managerial approval**.

15. Definition: "any situation in which an employee's personal interests may conflict with the interests of the Covéa Group."

16. "On an individual basis": gifts/invitations made at the initiative of an employee.

17. Document available on the Covéa Group's intranet.

18. The reporting form is available on the Covéa Group's intranet in the "Gift reporting" application.

EXCEPTIONS

Covéa's rules on gifts and invitations do not apply to **gifts** offered or received in the following situations:

- rewards obtained in connection with internal events, such as **corporate seminars**;
- rewards obtained in connection with **business challenges** (coordinating a network of sales staff, employees or intermediaries);
- prizes won in an internal or external **drawing by lot**;
- traditional New Year's gifts within Group between employees coming from different departments or companies;
- gifts of **low value** offered by the Group, particularly at general meetings;
- promotional gifts of low value (examples: pen, USB flash drive, diary, notebook, tote bag, etc.) received or offered at the time of New Year's greetings or an in-person event.

INVITATIONS

Invitations must be **reported** and entered in the Gifts and Invitations register if they exceed the threshold of **€150 each**.

Employees may accept invitations only if they are **related to the employee's ordinary activity** and if the estimated value is less than **€150, including VAT**. (*Examples: business meals, business events, cocktail receptions, users' clubs, conferences, etc.*).

Invitations that exceed an estimated value of €150 require **prior managerial approval**.

Invitations of a more exceptional nature (sporting, cultural or recreational events), whether during working hours or **non-working hours** (evening, weekends, public holidays, holiday leave), require **prior managerial approval** if their estimated value exceeds **€150**.

Invitations to events valid for **two persons**¹⁹ require particular vigilance on the part of employees. Such invitations offered to a relative of a person with whom a business relationship is envisaged or established create situations with a higher risk of bribery.

They require prior managerial approval if the aggregate amount of the two invitations is estimated to exceed €150, including VAT.

Business expenses incurred in connection with this type of invitation (travel, accommodation) will be paid by the employer only if the invitation has an **intrinsic connection to the employee's duties** and the employee's presence at this type of event is strictly within the scope of their duties (*example: sales activity, relationship with partners*).

Otherwise, the ancillary costs will be borne solely by the employee.

Expenses incurred in connection with the presence of a companion who is not a Group employee cannot be covered as business expenses.

The presence of the partner who invites the employee is essential in order to accept the invitation.

Otherwise, the invitation is equivalent to a gift, which must be reported – **as from the first euro** – and entered in the gifts register.

EXCEPTIONS:

The rules on gifts and invitations do not apply to the following **external events**:

- coffee breaks and meals provided in connection with a day-long conference or a users' club;
- coffee breaks and meals included as part of a fee-based external training course;
- coffee breaks and cocktail receptions hosted by professional organisations of which Covéa or its employees are members, for business purposes.

19. Employees may be accompanied by a person of their choice (spouse, child or employee).

ASK YOURSELF THE RIGHT QUESTIONS

- *Is the gift offered in a context that suggests it could be perceived as an improper advantage?*
- *Am I uncomfortable receiving the gift because of its value and/or the position of the gift-giver?*
- *Is the invitation to a sporting or cultural event that I have received likely to create an expectation or reduce my independence?*

| APPROPRIATE ACTS | ACTS TO BE AVOIDED |
|---|--|
| <ul style="list-style-type: none"> • Inform partners of the Covéa Group's rules on gifts and invitations. • Be aware of the context and any underlying meaning of a gift or invitation to avoid the expectation that something is owed in return. • Offer or accept gifts or invitations on an exceptional basis and strictly in a business setting. • Ensure that gifts have a reasonable value, per recipient and per year, and are appropriate to the circumstances. • Do not offer or accept business meals during negotiations or calls for tenders. • Share gifts received with your team or hold a drawing by lot, if the gift lends itself to that. | <ul style="list-style-type: none"> • Offering or accepting a gift or invitation in breach of this code. If the applicable local law is stricter, it prevails. • Offering or accepting a gift or invitation during negotiations. • Offering or accepting a gift in the form of cash, gift certificates or cheques. • Accepting a gift received at home. • Offering or accepting a gift also intended for a family member or friend. • Soliciting a gift or invitation to a sporting or cultural event from a third party. • Agreeing to have a service provider/supplier pay for a business trip (travel and accommodation costs). |

REMINDER:

All of these rules are set out in the *Practical Guide to Gifts and Invitations*, which is available on the Group's intranet.

The entries in the gifts and invitations register may be **verified** by the permanent internal control function.

3.2 HOSPITALITY

DEFINITION

Hospitality refers to events for **third parties** organised at the initiative of the Covéa Group or one of its brands.

Although such events are not directly business-related, they contribute to the visibility of the brand and the Group's **public relations** strategy. These are opportunities to establish or maintain privileged contact with certain important customers, suppliers or partners.

Guests receive **invitations** to these hospitality events allowing them to attend the professional, sporting or cultural event.

Examples : attending a sporting event in a VIP box, a private visit to an exhibition in a museum, an evening at the theatre.

However, such hospitality may expose the Group and/or one or more of its subsidiaries and their officers to allegations of bribery, in particular due to their **value**²⁰, **frequency** and/or the **context** of the business relationship.

COVÉA RULES

Hospitality must not be provided for the purpose of obtaining an improper advantage or improperly influencing a decision.

Hospitality events must not take place **during a decision-making process** involving the persons invited to the event (sales negotiations, renewal of a contract, etc.).

20. Hospitality generally has a value exceeding €150 and may reach several hundred euros.

Hospitality must not be offered if there is a confirmed conflict of interest that has not been remedied.

Payment of expenses ancillary to the invitation (travel and accommodation expenses) for the third party and/or a companion is prohibited.

The presence of the "*hosting party*" (or one of its representatives) at the event is required.

Hospitality must always be recorded in the **dedicated register** kept at the level of each company to ensure the traceability of invitations and required approvals, if applicable.

In general, hospitality must be reasonable in terms of frequency and value. **Prior approval from the Compliance department** is required in the situations described in the *Practical Guide to Hospitality*, which sets out the applicable procedures.

The rules set out in the *Practical Guide to Gifts and Invitations Offered to Public Officials* must be followed.

EXCEPTIONS

Covéa's rules on hospitality do not apply to the following events:

- **invitations** to an event organised by a third party and **received on an individual basis** by an employee (which are subject to the rules on Gifts and Invitations discussed above);
- **institutional greetings ceremonies** organised by the Chairman of Covéa or a Group company;
- **corporate seminars**;
- **sales challenges** (including challenges for insurance intermediaries: agents and brokers);
- **contests**;
- **trade shows** (holding a stand, facilitating a conference).

 **ASK YOURSELF THE RIGHT QUESTIONS**

- *At what point in the business relationship does the hospitality event occur: prospecting, negotiation, renewal, end of the business relationship?*
- *Has the guest already been invited to a hospitality event, such as a sporting event or cultural event, during the year?*

| APPROPRIATE ACTS | ACTS TO BE AVOIDED |
|--|--|
| <ul style="list-style-type: none"> • Limit hospitality to a strictly business setting. • Respect the thresholds in terms of frequency and value of invitations per year and per third party. • Ensure that invitations are addressed to a specific individual and are sent to a business address. • Ensure that the "hosting party" is in all cases present at the event. • Have the invited third party pay the costs ancillary to the invitation. | <ul style="list-style-type: none"> • Proposing or offering hospitality that is not in compliance with Covéa's rules. • Requesting, expecting or accepting any quid pro quo for an invitation. • Inviting a third party during a call for tenders or contractual negotiation. • Offering a gift in the form of money or gift certificates at the event. |

REMINDER:

All these rules and their application procedures are set out in the ***Practical Guide to Hospitality***, which is available on the Group's intranet.

The content of the registers kept may be **verified** by the permanent internal control function.

A Practical Guide to Gifts and Invitations Offered to Public Officials is available on the Group's intranet.

3.3 CONFLICTS OF INTEREST

DEFINITION

A conflict of interest is any situation in which an employee's personal interests may conflict with the interests of the Covéa Group.

These personal interests may result from family, friendship, religious, political, associational, charitable or sporting ties, or financial or professional commitments, of employees outside the Covéa Group.

However, some of these ties may create conflicts with the activities carried out and/or responsibilities held within the Covéa Group.

Therefore, an actual, potential or apparent conflict of interest may compromise the quality and legality of a decision or act, if the personal interests of an employee or third party close to the employee are preferred, to the detriment of the Group's interests.

A conflict of interest is not in itself an offence, but the situation can lead to the commission of various offences, including bribery (but also breach of trust or insider dealing).

If a decision is made that prefers an interest other than the company's interest and an improper advantage is received in return as thanks (gifts, invitations, etc.), the offence of bribery is committed.

In such case, the conflict of interest may expose:

- the employee to disciplinary sanctions and legal proceedings;
- the company to financial and reputational risks (loss of stakeholder confidence).



● ● ●

Examples :

- *choosing a supplier headed by a person who is on the board of directors of a Covéa Group entity;*
- *choosing a supplier who is a friend;*
- *hiring a relative without complying with internal Human Resources procedures;*
- *holding an office (professional, political) or membership in an association or foundation that may interact with the Group.*

COVÉA RULES

In general, employees must perform their employment contract in good faith, which requires that they:

- Comply with the obligations of loyalty, non-competition and confidentiality imposed by their employment contract;
- Take decisions in the interests of the Covéa Group, rather than promoting their own personal interests.

To prevent conflicts of interest:

- Employees must disclose – by submitting a **report, at their own initiative**, to the Compliance department – any interests that may interfere with their duties, immediately upon becoming aware of such situation, in order to enable the Group to remedy it.
- Officers are required to **report, systematically and as soon as they are hired**, any potential conflict of interest or the absence of any identified conflict of interest.

The situation will then be analysed in order to assess the risk and take remedial measures to avoid a conflict of interest.

In general, in the event of a conflict of interest, employees must not take part in any decision that may interfere with such interest and, if applicable, they should abandon the personal interest in question if it is incompatible with the performance of their duties.

ASK YOURSELF THE RIGHT QUESTIONS

- *Is the situation likely to impact a business decision I must take?*
- *Have I disclosed the apparent or actual conflict of interest in order that it can be remedied?*

| APPROPRIATE ACTS | COMPORTEMENTS À PROSCRIRE |
|---|--|
| <ul style="list-style-type: none">• Prefer the interests of the company and refrain from putting any personal, financial or family interest first.• Contact your manager to better understand the situation and determine what action should be taken.• At your initiative, disclose any apparent or confirmed conflict of interest.• Implement remediation measures to avoid or put an end to the conflict of interest. | <ul style="list-style-type: none">• Disclosing information about the Covéa Group to third parties.• Encouraging the hiring and/or remuneration of a relative.• Favouring an entity in which the employee or a relative has an interest (conferring a grant, awarding a call for tenders or contract).• Renewing a supplier's contract without competitive bidding because of personal relationships.• Failing to report the existence of a conflict of interest situation immediately upon becoming aware thereof. |

REMINDER:

All of these rules are set out in the ***Guide to Conflicts of Interest***, which is available on the Group's intranet.

3.4 CORPORATE PHILANTHROPY AND CHARITABLE DONATIONS

DEFINITION

Corporate philanthropy is support provided by a donor company to a work or person for the performance of activities in the public interest, without receiving any direct consideration from the beneficiary.

Corporate philanthropy can take various forms: donations of money, in-kind donations (equipment), donations of expertise (making employees with specific know-how available).

The donor company may receive a tax reduction if the beneficiary is an organisation deemed in the public interest.

A charitable donation is a financial contribution, or a contribution in kind or in the form of the provision of services, made to an association with a charitable purpose (*examples: heritage, solidarity, education, arts, culture, health, etc.*) or that acts in emergency situations (*examples: health crisis, conflicts*).

The Covéa Group supports civil society through its corporate philanthropy activities and by making donations, in particular to charities.

Corporate philanthropy actions and charitable donations may conceal practices that could be classified as bribery or influence peddling.

Examples :

- *a corporate philanthropy operation in favour of a charity run by a relative;*
- *a donation to an organisation headed by an employee, former employee or director.*

COVÉA RULES

Corporate philanthropy activities and donations must comply with applicable laws and regulations.

Corporate philanthropy activities must not be carried out and donations must not be made in order to obtain an improper advantage or improperly influence a decision.

Decisions concerning donations and corporate philanthropy activities must be adopted in a collegial and formalised manner.

Any potential conflict of interest must be dealt with before a donation is made.

Donations and corporate philanthropy activities must be financially transparent and must be reported in the accounting records.

Payments must be made only by a transfer to a bank account held by a legal entity.

Vigilance must be exercised in the case of transfers to a bank account outside the SEPA area.

Decisions concerning corporate philanthropy operations must be adopted after due diligence and/or checks have been carried out in order to verify:

- Before the operation: the lawfulness of the operation and the integrity of the beneficiary receiving the donations, as well as the integrity of its managers;
- After the operation: the use of the funds paid by the company.

ASK YOURSELF THE RIGHT QUESTIONS

- *Does the beneficiary association or its members have direct or indirect ties with the Covéa Group?*
- *Was the decision adopted in a transparent and documented manner?*
- *Is this donation being made in a disinterested manner, i.e. without any direct or indirect consideration in return?*

| APPROPRIATE ACTS | ACTS TO BE AVOIDED |
|---|--|
| <ul style="list-style-type: none"> • Detect any potential conflict of interest between the beneficiary of the donation and an employee with decision-making authority with respect to the donation. • Ensure that the Group will not receive any direct or indirect consideration in return for the donation. • If you are unsure about a grant application or the beneficiary of a grant, contact your manager. • Conduct an integrity assessment of the beneficiary before conferring a gift. | <ul style="list-style-type: none"> • Making a donation to an association of which a business partner is a member in the hope of obtaining a favourable decision in connection with an ongoing or future business relationship. • Conferring grants without prior verification of the beneficiary. • Financing works that directly or indirectly benefit politicians, public officials or their relatives, or that are controlled by them. |

REMINDER:

A Practical Guide to Contractual Anti-Bribery Clauses is available on the Group's intranet.

3.5 SPONSORSHIPS

DEFINITION

Sponsorship refers to material or financial support the company provides to a private or public actor in connection with a project or event, in order to promote the company's brand image and reputation.

Sponsorship activities are generally based on a partnership agreement under which the company will provide financing for an event in return for publicity.

Sports sponsorships are negotiated under partnership agreements that provide the company with advantages (*example: tickets to matches*) and that increase brand awareness.

Sponsorship activities, if carried out with the aim of obtaining or providing an **improper advantage**, may be classified as acts of bribery.

Examples :

- *Conferring a grant to a local sports club in connection with a sponsorship operation with a view to obtaining a public contract, in order to gain favour with local officials;*
- *Sponsoring a local sporting event organised by a relative of a local decision-maker before the award of a contract.*

COVÉA RULES

Sponsorship activities must not be carried out in order to obtain or provide an improper advantage or improperly influence a decision.

Invitations and benefits received from sponsored events must be handled transparently and avoid any unlawful practice.

Decisions concerning sponsorship activities must be adopted in a collegial and formalised manner.

Partnership agreements must include a specific clause guaranteeing that any risk of ethical breaches has been eliminated.

Any potential conflict of interest must be dealt with before the funds are paid.

Sponsorship activities must be financially transparent and must be reported in the accounting records.

Payments must be made only by a transfer to a bank account held by a legal entity.

Vigilance must be exercised in the case of transfers to a bank account outside the SEPA area.

Decisions concerning sponsorship operations must be adopted after due diligence and/or checks have been carried out in order to verify:

- Before the operation: the lawfulness of the operation and the integrity of the beneficiary receiving the donations, as well as the integrity of its managers;
- After the operation: the use of the funds paid by the company.

ASK YOURSELF THE RIGHT QUESTIONS

- *Was the decision adopted in a transparent and collegial manner?*
- *Does the company receive any gain, whether direct or indirect, other than an image benefit, in connection with the sponsorship operation?*
- *Have prior audits of the beneficiary organisation been conducted before conferring the grant?*

| APPROPRIATE ACTS | ACTS TO BE AVOIDED |
|--|--|
| <ul style="list-style-type: none"> • Check that there are no conflicts of interest that favour personal or non-business interests before initiating the operation. • Be particularly vigilant if the grant is intended for an entity managed by a person with ties to the Group (employee, former employee, director, supplier, etc.). • Check the integrity of the sponsored entity (organisation and persons on its decision-making body). • Sign a partnership or sponsorship agreement containing an anti-bribery clause before the operation. | <ul style="list-style-type: none"> • Using sponsorship to obtain or provide an improper advantage or attempt to influence a decision (obtaining a contract, winning a call for tenders, obtaining an administrative permit, etc.). • Conferring a grant to an organisation in response to a suggestion or request of a public official. • Conferring a grant to an organisation that directly or indirectly benefits politicians, elected officials and/or public officials. • Paying the grant into a bank account held by an individual. |

REMINDER:

A Practical Guide to Contractual Anti-Bribery Clauses is available on the Group's intranet.

3.6 RELATIONS WITH JOB APPLICANTS

DEFINITION

Recruitment is the set of actions taken to find an applicant who matches the company's needs and the selection criteria defined beforehand for a specific position.

Recruitment may create:

- A risk of a **conflict of interest** if the applicant is a relative of an employee and the employee uses their influence or position within the company to cause the applicant to be hired;
- A risk of bribery if any person who participates in the recruitment of a **specific applicant receives an improper advantage as a thank you**. Such improper advantage may take various forms (*examples: opening a market, signing a contract under advantageous pricing terms, etc.*).

Examples:

- *Hiring the son of a senior civil servant in exchange for their influence with the authorities in order to obtain a favourable decision for the Group;*
- *Hiring a supplier's spouse in order to benefit from favourable pricing terms.*

COVÉA RULES

Any improper advantage (whether personal or business-related) granted by a third party in exchange for the hiring of an employee by the Group is **prohibited**.

Each job opening and each recruitment process must in all cases meet the **needs of the Group** and not a personal interest.

The procedure defined by Human Resources must be followed for each recruitment.

Hiring a relative or acquaintance is not prohibited, provided the application is examined in accordance with Covéa's customary hiring procedures.

 **ASK YOURSELF THE RIGHT QUESTIONS**

- *Do I have a personal interest in choosing this applicant?*
- *Does the applicant have the required profile for the position?*
- *Does the remuneration exceed what would ordinarily be expected for equivalent applications?*

| APPROPRIATE ACTS | ACTS TO BE AVOIDED |
|--|---|
| <ul style="list-style-type: none">• Hire candidates based solely on their profile, skills and experience.• Agree to a salary consistent with the level of responsibility and position held. | <ul style="list-style-type: none">• Hiring an applicant in exchange for an improper advantage.• Hiring an applicant who has direct personal ties to the person doing the hiring or a manager.• Hiring an applicant who does not have the required profile for the position to be filled.• Conferring a benefit (salary or pay rise) greater than that normally expected due to ties between the employee and a member of management. |

3.7 RELATIONS WITH CUSTOMERS

DEFINITION

Customer relations consist of the set of exchanges between an insurer and its policyholders and beneficiaries during the contractual relationship (underwriting, policy management, claims management, termination).

During the management of an insurance policy, the relationship with customers may create:

- A risk of a **conflict of interest**, if an advisor or manager handles a relative's file;
- A risk of **passive bribery**, if an employee accepts improper consideration in exchange for a favourable and unjustified decision or a decision contrary to internal file-handling procedures (underwriting, claims).

Examples:

- *A customer offers a lavish invitation to an employee in order to receive a favourable price advantage;*
- *An employee favourably assesses an insured in return for an improper advantage received as a thank you.*

COVÉA RULES

It is prohibited to maintain relationships with customers by attempting to obtain or accepting an improper advantage.

Employees must always act in the interests of the Covéa Group, in compliance with customer protection laws, and must not favour their personal interests (financial or family interests).

Therefore, they must not give unjustified favourable treatment to a customer with whom they have a personal relationship.

In accordance with applicable internal procedures, employees who have contact with customers must:

- process all customer requests, in particular commercial gestures, in compliance with internal rules;
- refrain from handling a close relative's file (underwriting, claims, complaints);
- be particularly attentive to:
 - Compliance with customer identification, verification and KYC measures when entering into the business relationship and throughout the relationship;
 - Exercising the required due diligence when entering into the business relationship and throughout the relationship. Particular attention must be paid to certain types of customers²¹, in particular domestic or foreign Politically Exposed Persons (PEPs) or customers established in high-risk countries.

ASK YOURSELF THE RIGHT QUESTIONS

- *Have I properly performed all checks on the customer in accordance with internal rules?*
- *Do I have a personal relationship with this customer?*
- *Can the relationship with the customer provide me an improper advantage?*

| APPROPRIATE ACTS | ACTS TO BE AVOIDED |
|--|---|
| <ul style="list-style-type: none"> • Exercise due diligence appropriate to the customer's profile throughout the business relationship. • In the event of a personal relationship with a customer, report the relationship to your supervisor and remove yourself from the file. • Accept a customer's invitation to a business meal to review their policies and share the bill. • Share the bill if invited to a business meal from a client to review his policies. | <ul style="list-style-type: none"> • Intentionally concealing a personal relationship with a customer from your supervisor in order to continue handling a file. • Accepting a lavish gift from a customer when managing a claim. • Accepting an invitation to an event organised by a major customer during the negotiation of an insurance policy. |

21. See the anti-money laundering and counter-terrorist financing policy.

3.8 RELATIONS WITH BUSINESS PARTNERS

DEFINITION

Covéa maintains business relationships with numerous business partners. These partners may include:

- suppliers, service providers;
- subcontractors, agents;
- intermediaries (partners, agents, brokers, etc.), insurance introducers;
- advisors (consultants, investment bankers, lawyers, etc.);
- buyers or sellers of real property.

A risk of bribery exists because the Covéa Group has business relationships with a large number of partners in connection with its activities. Integrity checks of partners determined to be most exposed to risk are carried out in order to protect the Group against the risk of bribery, but also against other risks (in particular, international sanctions and reputational risk).

In certain circumstances, the company may be held legally liable²² for acts of bribery committed by its business partners.

Examples:

- *Maintaining a business relationship with a broker accused of bribery without taking any precautionary measures;*
- *Not launching a call for tenders due to a friendship with a Covéa supplier with which the company works on a purchase order basis;*
- *Agreeing to the payment of a commission or fee to an intermediary without proof that a service has in fact been performed.*

22. Administrative, criminal and civil liability.

COVÉA RULES

Entering into or maintaining a business relationship with third parties in return for an improper advantage or in order to improperly influence a decision is prohibited.

- **Verifications of the integrity and probity** of partners must be tailored and proportionate to their particular situation, in accordance with internal procedures.
- Necessary **preliminary checks** must be conducted of the most exposed business partners to ensure they have not been convicted and comply with the laws applicable to them.
- Using the services of any business partner (broker, general agent, insurance introducer, etc.) requires a **written contract**. These contracts must contain specific clauses certifying that the contracting party complies with anti-bribery rules and laws, subject to termination of the contract.
- In particular, the contract between the Group and the partner must include a **precise definition** of the services expected, transparent procedures, **appropriate remuneration proportionate to the service provided**, and **documented** monitoring of services performed.
- In the case of service contracts, the duties of the contracting party must be precisely defined and provide for **remuneration proportionate to the quality and quantity of services actually delivered**. This remuneration must be objectively determined and justified by the completion of the deliverables required by the contract, which must be systematically **documented**.
- The contract that formalises the business relationship must include an anti-bribery clause²³. Purchase orders must also include such a clause.
- Covéa has adopted due diligence rules applicable to relationships **with partners domiciled abroad**. Particular attention must be paid to situations involving a business relationship with a foreign partner or if a payment is to be made to a bank account held abroad, outside the SEPA area.

23. See the *Practical Guide to Contractual Anti-Bribery Clauses*.

- Before any payment is made, **ensure the service has in fact been performed** and, before authorising payment, check that the financial terms of the contract are consistent with the invoices submitted.
- All payments must be made after a **supporting document** has been submitted (in principle, an invoice) and **duly validated**, preferably by a bank transfer to the business partner's bank account, after the payee's bank account details have been verified, and for the amount shown on the invoice, in accordance with the provisions of the contract. In addition, payments must be reported in the company's accounting records.
- Payments by cheque should be an **exception and justified** by the impossibility of making a bank transfer.
- Cash payments are prohibited.
- The Purchasing policy must be followed in order to ensure fair competitive bidding processes, and to ensure that there are no conflicts of interest during the procurement process.
- The Covéa Group's "Gifts & Invitations" and "Hospitality" rules must be observed throughout business relationships with business partners.

ASK YOURSELF THE RIGHT QUESTIONS

- *Have I thoroughly analysed the partners with whom I wish to enter into a business relationship?*
- *Has the partner been chosen in accordance with Covéa's rules?*
- *Does the partner report regularly on its business activities?*

| APPROPRIATE ACTS | ACTS TO BE AVOIDED |
|--|--|
| <ul style="list-style-type: none"> • Inform business relationships of the Covéa Group's values and rules on integrity and anti-bribery. • Precisely define the duties entrusted to the partner and the remuneration terms. • Atypical requests or unusually complex payment terms should raise a red flag. • Exercise particular vigilance in the event of a business relationship with ties to a high-risk foreign country (e.g. domicile, bank account). | <ul style="list-style-type: none"> • Establishing a relationship with a partner of dubious integrity (negative press, legal sanctions) without seeking the assistance of appropriate contacts. • Making payment in connection with a business relationship without first verifying that the service has been performed and without the production of an invoice. • Signing a contract without first ensuring that it includes an anti-bribery clause. |

REMINDER:

A Practical Guide to Contractual Anti-Bribery Clauses is available on the Group's intranet.

3.9 RELATIONS WITH PUBLIC OFFICIALS

DEFINITION

The term “public official” is used in a broad sense to refer to all staff employed by the public administration:

- **Persons who hold public authority** (examples: judges, military personnel, prefects, civil servants or public officials who exercise official authority²⁴, public and ministerial officers and staff of supervisory authorities, such as the ACPR, CNIL and DGCCRF in France);
- **Persons entrusted with public service duties** (examples: a secretary-general of a chamber of trades, a director of a hospital, a university president, a secretary-general of a municipality);
- **Persons who hold a public elective office** (examples: mayor, deputy mayor, regional councillor, deputy, senator).

An act of bribery is committed if a party seeks to obtain an administrative authorisation, a permit or any other favourable decision from a public official.

In some countries, the risk of bribery stems from “facilitation payments” requested by public officials to obtain or speed up the performance of certain administrative acts. These are illegal practices in most countries.

The risk of bribery may also arise if a public official with decision-making powers wishes to obtain an improper advantage in return for a favourable or faster decision for the Group.

Examples:

- *Granting a request for a lease of a property in the Group’s portfolio by a member of the municipal government in return for quickly obtaining a building permit;*
- *Frequently inviting a public official to sporting events in order to obtain the opening of a market.*

24. Who by virtue of their position have the power to compel or sanction (police officer, gendarme, judge).

COVÉA RULES

Employees must not establish relationships with public officials with the aim of obtaining an improper advantage or improperly influencing a decision.

Employees must not accept requests from foreign public officials for “facilitation payments”.

Employees must pay particular attention to the context of relationships with public officials.

In particular, the rules concerning gifts, invitations and hospitality must be rigorously applied with regard to public officials (see the “Gifts & Invitations” and “Hospitality” sections).

In particular, employees must exercise due diligence and restraint in their dealings with supervisory authorities.

Public officials who are insured, on a business or personal basis, by a Group brand must be treated in accordance with the customary procedures applicable to all customers.

ASK YOURSELF THE RIGHT QUESTIONS

- *Does the proposed gift or invitation seem appropriate in light of the context?*
- *Is there any expectation of a benefit in return for the gift or invitation?*
- *Are the acts of public officials appropriate in the context of the business relationship?*
- *Are the requests of the public official legitimate given their powers?*

| APPROPRIATE ACTS | ACTS TO BE AVOIDED |
|---|--|
| <ul style="list-style-type: none"> • Refuse any request by a public official for an invitation to a sporting event in exchange for a favourable decision. • If a request seems inappropriate, inform your manager and/or contact the Compliance department. | <ul style="list-style-type: none"> • Inviting a public official to a sporting event organised by the Group in the hope of obtaining something in exchange. • Sending repeated invitations to the same public official without observing the Group's thresholds on hospitality. • Hiring the son of a mayor in exchange for obtaining an administrative permit. • Agreeing to a public official's request for a facilitation payment. |

REMINDER:
A Practical Guide to Gifts and Invitations Offered to Public Officials is available on the Group's intranet.

3.10 REPRESENTATION OF INTERESTS

DEFINITION

The representation of interests is an activity carried out on a principal or regular basis with the aim of influencing a public decision affecting the Group's activities.

This activity consists of contacting a public official (*examples: an elected official, a member of government or of a minister's cabinet, etc.*), in order to provide expert insight to contribute to the development of public policies.

If representation of interests activities seek to influence the position of a public official in return for an improper advantage (gifts, invitations, hiring of a relative), they may constitute acts of bribery.

Example: inviting a member of parliament to a lavish restaurant in exchange for the adoption of an amendment favourable to the Group's activities.

COVÉA RULES

Representation of interests activities on behalf of the Group must comply with the law, in particular the Sapin 2 Act.

In particular, this requires carrying out certain **formalities with the HATVP**²⁵, such as registering in Covéa's register, as lobbyists, the persons appointed to carry out these interest representation activities, as well as submitting an annual report of activities performed and the associated expenses.

The Group ensures that its dealings with public authorities comply with the **ethical and transparency obligations** in force.

Expenses and activities in connection with interest representation actions or other meetings with public representatives must be accurately and truthfully reported in the accounting records.

25. High Authority for Transparency in Public Life.

The rules applicable to gifts and invitations offered to public officials are governed by rules based on the laws and ethical rules specific to parliamentary assemblies, which are set out in a specific guide²⁶.

ASK YOURSELF THE RIGHT QUESTIONS

- *Would I feel uncomfortable if the press spoke about a lavish invitation offered to a public official?*
- *Have I reported my expenses in connection with interest representation actions to the public affairs department?*
- *Is the lunch invitation offered to a public official of a reasonable and customary value?*

| APPROPRIATE ACTS | ACTS TO BE AVOIDED |
|---|--|
| <ul style="list-style-type: none"> • Ensure that exchanges with the public sphere are in compliance with the transparency rules imposed by the laws in force. • Keep a list of communications and actions involving public officials carried out at the initiative of the Covéa Group. • Keep a list of gifts and invitations offered to public officials. • Avoid lavish restaurants for business meals. | <ul style="list-style-type: none"> • Offering or proposing luxurious invitations or gifts to a public official in order to obtain a favourable action. • Inviting a public official on a regular basis to business meals or events organised by the Group. • Sending a gift or invitation to a public official in breach of the ethical rules applicable to them. |

REMINDER:
A Practical Guide to Gifts and Invitations Offered to Public Officials
 is available on the Group's intranet.

26. Guide to Gifts and Invitations Offered to Public Officials.

3.11 POLITICAL ACTIVITIES AND CONTRIBUTIONS

DEFINITIONS

Political activities are activities carried out for the purpose of supporting a candidate or political party or holding an elected office.

Political contributions are any direct contribution (donations) or indirect contribution (benefits in kind) intended to promote any political activity or to provide support to a political party, candidate or elected official.

Political contributions by private companies to finance election campaigns (at local, regional or national level) have been prohibited in France since 1995²⁷.

Example: Providing advantages to an elected official, which, due to their frequency and amount, could be construed as political financing

COVÉA RULES

- In accordance with applicable laws, **any direct or indirect financial or in-kind contribution paid by the Covéa Group, or by its employees on its behalf, to political organisations, parties or figures is prohibited.**
- Employees may only engage in political activities in a private context. Employees must keep their personal political activities separate from their duties within the Group in order to avoid any conflict of interest. Participation in political activities must take place on employees' own time, away from the workplace, using employees' own resources, and without making any reference to being a member of the Covéa Group.

27. Act n° 95-65 of 19 January 1995 on the financing of political life.

 **ASK YOURSELF THE RIGHT QUESTIONS**

- *Do I clearly keep my communications with my business contacts separate from those in connection with my personal political activities?*
- *Am I likely to have a conflict of interest and can I derive any business benefit from my political commitments?*

| APPROPRIATE ACTS | ACTS TO BE AVOIDED |
|---|---|
| <ul style="list-style-type: none">• Make a donation or join a political party, using personal assets and without referring to one's status as an employee of the Group.• To report public elective offices if they may interfere with the position held with Covéa.• Refuse any request for political support of any kind that may expose the Covéa Group to liability. | <ul style="list-style-type: none">• Making a donation on behalf of the Covéa Group to finance a politician's campaign.• Involving Covéa by making political actions and commitments. |

3.12 MERGERS, ACQUISITIONS AND EQUITY INVESTMENTS

DEFINITION

- A merger²⁸ is a transaction in which a company transfers its assets to an existing company or to a new company it incorporates.
- An **acquisition** is a transaction in which a company acquires all or part of the capital of another company, which remains a separate legal entity when the transaction is completed²⁹.
- An **equity investment** is an action whereby a company buys or subscribes for securities issued by a company in order to become a shareholder.

Merger and takeover transactions require due diligence due to the transfer of liability to the acquiring company that occurs as a result of the transaction and the risk to its reputation.

The acquiring company will **inherit certain risks from the target company**, in particular in the event criminal offences, such as bribery, have been committed.

Under certain circumstances, the acquiring company may be prosecuted for acts committed by the acquired company and convicted – a **financial penalty** only – for acts committed before the transaction by the acquired company.

Example: Carrying out a merger and takeover of a company accused of bribery.

COVÉA RULES

Any merger, acquisition or equity investment must be preceded by a risk analysis that includes bribery risk.

28. French Anti-Corruption Agency (AFA) definition in the FUSACQ guide.

29. AFA definition in the FUSACQ guide.

In particular, this requires:

- Carrying out assessments of targets using a risk-based approach, in particular before establishing a business relationship;
- Including an anti-bribery clause in contractual documents;
- Inquiring about anti-bribery measures put in place by the target.

ASK YOURSELF THE RIGHT QUESTIONS

- *Is the contracting party sufficiently cooperative during the assessments³⁰ in particular with regard to integrity?*
- *Was bribery risk assessed before the relationship was established with the contracting party?*
- *In the event of negative press about the target or if penalties have been imposed on the target, has additional information about the target been collected for analysis?*

| APPROPRIATE ACTS | COMPORTEMENTS À PROSCRIRE |
|---|---|
| <ul style="list-style-type: none">• Systematically include an anti-bribery clause in contracts.• Conduct more in-depth due diligence in the event of doubt about a target. | <ul style="list-style-type: none">• Agreeing to an M&A transaction with a target in return for a cash payment.• Agreeing to complex arrangements without proper justification that may conceal corrupt acts.• Failing to disclose personal ties with a member of a target's management during an M&A transaction. |

REMINDER:

A Practical Guide to Contractual Anti-Bribery Clauses is available on the Group's intranet.

30. Prior due diligence.



4. REPORTING SITUATIONS IN BREACH OF THIS CODE

Any employee faced with a situation discussed in this code of conduct may contact their manager or their human resources manager for guidance on actions to be taken.

4.1 REQUEST FOR AN OPINION

Employees can refer an **ethical concern** to the Compliance department and obtain an **opinion**, in particular about situations that seem to be inconsistent with the Anti-Bribery Code of Conduct.

In such case, the employee will not benefit from the protective status of whistleblower.

4.2 WHISTLEBLOWING SYSTEM

Provided they comply with the requirements of the law on whistleblowers³¹, employees may use the whistleblowing system to report breaches of the Anti-bribery Code of Conduct.

As well as:

- any fact relating to a crime, misdemeanour, threat or harm to the general interest, any violation of a regulation)³²;
- any violation of human rights and fundamental freedoms or involving human health and safety and the environment³³.

31. Act n° 2022-401 of 21 March 2022 to enhance protection for whistleblowers.

32. Under Articles 6 et seq. of the Sapin 2 Act: Chapter 2: "Protection of whistleblowers."

33. Under Act n° 2016-1691 of 9 December 2016 on transparency, preventing bribery and the modernisation of the economy and Act n° 2017-399 of 27 March 2017 on the duty of vigilance of parent companies and instructing companies.

The Covéa Group has adopted a **whistleblowing system** available to all Group employees (whether internal or external, temporary or occasional).

The conditions for benefiting from **whistleblower status**³⁴ are set out in Covéa's whistleblowing procedure³⁵

Reports should be addressed to the Head of Compliance, who is the Whistleblowing Officer, and will be treated in strict confidence.

PRACTICAL POINTS:

- To obtain **advice or approval** from the Compliance department, use the generic email address: ethique@covea.fr
- To submit a **report** and benefit from the status of whistleblower, use the "**Whistleblowing**" app available on the Group's intranet

34. Provided the conditions for benefiting from this protective status are met.

35. Available on the Covéa Group's intranet.



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