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AZPNBL Vendor Code of Conduct

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Authorization:

The content of this document has been reviewed and approved as follows:

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1.0	15 July 2018	Legal, Compliance	Alexander Grenz - COO

Foreword

Dear Vendor,

Since more than 125 years, the businesses of Allianz SE and its consolidated legal entities (“Allianz Group”) are based upon the trust which clients, shareholders, employees and public opinion have in the performance and integrity of the Allianz Group.

To protect this trust, we would like to partner with you to make sure that we all contribute to generally accepted principles for economically, socially and environmentally sound business practice as laid down in this Vendor Code of Conduct.

A. Introduction

Purpose

This Vendor Code of Conduct (“Code”) sets out the minimum standards that Allianz Group expects its vendors [companies that provide goods or services as well as manufacturers or resellers of such goods or services, including the companies’ employees, agents and subcontractors] to comply with. Acceptance of this Code or proof of an equivalent regime (in which case documentation of such regime has to be provided together with the Vendor Declaration Form) is part of the Vendor Qualification.

This Code should be read in conjunction with, and forms part of, the agreement which governs the working relationship between Allianz PNB Life and the Vendor (“Agreement”). There are other international standards (see “Reference Standards”) policies and documents (as amended from time to time) that are referred to in this Code which Vendor must comply with. This applies with the current as well as future versions or decessor documents of these standards, policies and documents.

In the event of a conflict between this Code and the Agreement, the Agreement shall prevail unless the contrary is expressly provided for in the Agreement or as otherwise required by law. This Code should not lower or eradicate existing applicable standards or Agreement terms.

B. Fair Conduct of Business

Vendors must comply with the laws and regulations as well as any Policies of Allianz PNB Life. Vendors must train their staff, subcontractors and agents to a level appropriate to comply with this Code and the relevant laws and regulations.

a. Resources and Assets of Allianz PNB Life

Vendors must protect and use Allianz PNB Life assets responsibly, with due care and only when and for authorized business-related purposes. Allianz PNB Life assets include financial assets, physical assets, technology and systems (including telephones, email systems and other electronic communication devices), intellectual property rights (including names and logos), and information about the Allianz PNB Life and Allianz Group's products, services, customers, systems and people.

b. Gifts

Vendors must not engage in active or passive bribery or corruption. Specific clauses in the Agreement will regulate further details.

c. Conflicts of Interest

Vendors must disclose all actual or potential conflicts of interest (e.g. personal relations of Vendor management or representatives to Allianz PNB Life management or to involved personal, participation or economic relations between Vendors and Allianz PNB Life management or involved Allianz PNB Life staff, including representatives working on behalf of Allianz)Allianz PNB Life due to either business or personal relationships with customers, other Vendor, business associates, or competitors of the Allianz PNB Life, or with other Allianz Group employees.

Vendors must compete fairly and in line with relevant Anti-Trust laws in the market place. Vendors must therefore calculate, quote and submit price(s) and/fees contained in any bid, proposal or invoice independently without collusion, consultation, communication or agreement with any other competing Vendor.

d. Confidential Information

Vendors must strictly limit and safeguard the confidential information belonging to Allianz PNB Life or Allianz Group including any information created, received or learned by Vendor whilst engaged for or on behalf of third parties.

e. Privacy

Allianz PNB Life and the Allianz Group are fully committed to the protection of the Right to Privacy and as such, it expects every Vendor to comply with Data Privacy Laws and Regulations. Specific clauses in the Agreement will regulate further details.

f. Prevention of Money Laundering, Terrorist Financing, Sanction breaches or Illegal Activities

Allianz PNB Life and the Allianz Group are fully committed to the international fight against money laundering and the financing of terrorism as well as to the compliance with applicable sanction regimes. Vendors must not engage in, support or tolerate any activity in connection with Allianz PNB Life or Allianz Group which infringes or circumvents applicable laws against money laundering or terror financing, applicable sanctions or which otherwise could be interpreted as illegal activity.

g. Respect for Human Rights & Non-Discrimination

Allianz PNB Life and the Allianz Group respect and support compliance with internationally recognized human rights as stipulated in its Human Rights Statement. Allianz PNB Life expects every Vendor to play a constructive role in helping to promote respect for human rights through their actions and by engaging with the governments of the countries in which they operate.

Vendors must provide a workplace free of hard and/or inhumane or discriminatory treatment or threat thereof, including any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity.

h. Fair Labor Practices

Vendors must respect ILO standards against Child labor. Vendors must not use any form of forced labor or human trafficking of involuntary labor through threat, force, fraudulent claims or other coercion. Vendors must comply with all applicable labor laws including as to compensation and working hours. Vendors must respect workers' rights to freedom of association and collective bargaining in accordance with applicable local laws and regulations. Vendors must provide a non-violent and safe work environment, free of threats, intimidation and physical harm, that also supports accident prevention and minimizes exposure to health risks.

i. Environmental Protection & Sustainability

Vendors must comply with all applicable laws and regulations, industry standards, agreements and guidelines regarding the environment and sustainability and, where appropriate, establish policies and management practices that encourage environmental stewardship by their supply chain.

j. Licenses & Registration

Vendors must obtain the appropriate registrations and licenses from the relevant regulatory bodies prior to conducting any form of business in connection with Allianz PNB Life. In case Vendors are aware that proceedings are started to limit, withdraw or otherwise alter the license, they must proactively inform their Allianz PNB Life contact in writing.

k. Communication With & About Allianz PNB Life

Vendors must promptly inform their Allianz PNB Life contact in writing if they, acting in good faith, reasonably believe that anybody working for or on behalf of Allianz PNB Life has committed an illegal or dishonest act, or an act that causes, or is likely to cause, harm to people or property or an act that is a known or suspected violation of this Code.

Vendors must keep their relationship with the Allianz PNB Life, including the existence of the Agreement, confidential unless disclosure is expressly permitted in writing.

C. About Compliance with this Code

Vendors must maintain accurate and appropriate records to demonstrate compliance with applicable laws and regulations and this Code. Record creation, retention and disposal obligations should be revisited with the Vendor's dedicated contact at Allianz PNB Life, at a minimum, once every three years.

Vendors must promptly inform Allianz PNB Life when any situation develops that causes Vendor, or could cause Vendor, to operate in violation of this Code. Contact is either their Allianz PNB Life contact or the Allianz PNB Life compliance function.

Vendors must have processes in place that allow the timely remediation of any deficiencies or non-compliance with this Code as identified by Allianz PNB Life, inspections or audits or otherwise brought to Vendor' attention.

Whilst Vendors are expected to self-monitor and demonstrate their compliance with this Code, Allianz PNB Life may audit Vendor or inspect Vendor's facilities to confirm compliance as laid out in the Agreement. Allianz PNB Life shall be entitled to terminate, in whole or in part, the Agreement and any other agreement if Vendor violate this Code and in line with the termination clauses in the Agreement for breach of contract.

Allianz PNB Life will maintain confidentiality to the extent possible, and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported any questionable behavior or a possible violation of this Code.

D. References

The following documents are relevant for this Standard.

- Allianz PNB Life Code of Conduct and Business Ethics
- Allianz PNB Life Ant-Corruption Policy
- Allianz Group Vendor Code of Conduct
- Allianz PNB Life Outsourcing Policy
- Allianz PNB Life Risk Policy
- Allianz PNB Life Standards for Procurement

E. Index of key terms and abbreviations

Abbreviation	Term Description
Agreement	Agreement which governs the working relationship between Allianz PNB Life and the Vendor, including but not limited to: framework contracts and respective service level agreements or project contracts.
Allianz Group	Allianz SE and its subsidiaries (cf. Annual Report, Glossary, term 'affiliated enterprises'), excluding associated enterprises, joint ventures and holding companies without operational or strategic function, but including Sub-Groups (i.e. organizational unit for a business segment or business within a region that is organized with a separate holding company controlling the subsidiaries and setting standards for them) and organizational units like Allianz Re.
Operating Entity (OE)	Management entity within a business segment irrespective of its legal form. An OE can consist of one or more legal entities, or, vice versa, one legal entity may comprise two OEs (e.g. in case of composites). The term Operating Entities or OE is used also for legal entities, business units, and Global Lines or regional organizations.

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Amendments and Updates:

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