



The LocalTapiola Group Partner Code of Conduct

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Introduction

The LocalTapiola Group Partner Code of Conduct (“the Code”) is a collection of key policies to which we require our cooperation partners to commit. The Partner Code of Conduct guides our operations, and it describes the minimum requirements to be observed in our business relations and in the management of our supply chains.

LocalTapiola Group is made up of mutual non-life insurance companies and a life insurance company, and the group includes asset management, fund management and finance companies, a company providing remuneration services and a company producing group-internal services. The mutual insurance companies of LocalTapiola Group are policyholder-owned companies. In this Partner Code of Conduct, LocalTapiola refers to all the companies belonging to LocalTapiola Group.

By cooperation partners, we refer to our partners, suppliers of goods and services, service providers and other parties with whom we cooperate. The Partner Code of Conduct forms part of the contracts concluded with cooperation partners.

In all its activities, LocalTapiola complies with current applicable legislation, official recommendations and the commonly accepted practices and policies agreed in the sector. We shoulder responsibility for complying with international sanctions at all levels of our activities and cooperation.

At LocalTapiola, decisions on cooperation and acquisitions are made on impartial and non-discriminatory grounds. Our activities are also guided by the LocalTapiola Group Code of Conduct, which defines our key approaches and our choices based on our values – benevolence, passion, and courage.

LocalTapiola is committed to respecting the internationally recognised human rights included in key UN conventions and in the ILO Declaration on Fundamental Principles and Rights at Work. LocalTapiola Group's human rights commitment and most substantial adverse human rights impacts are described in the LocalTapiola Group human rights policy.

We are committed to climate change mitigation, and we promote climate change adaptation. In our activities, we take into account the adjustments necessitated by climate change, and we anticipate climate risks that have an impact on our customers' life and business. The LocalTapiola Group climate policy describes the approaches that we employ to prevent, mitigate, manage and remedy our effects on the climate, to address climate change-related risks and to take account of climate change-related opportunities.

In our cooperation relations, we act in a transparent, fair and professional manner, welcoming an appreciative attitude to the parties involved. The size and resources of our cooperation partners may vary significantly, which is why we also provide support, particularly to smaller partners, for complying with the requirements laid down in our Partner Code of Conduct. We develop our responsible supply chains in cooperation with our stakeholders.

Should this Partner Code of Conduct be incompatible with legislation, legislation will always take precedence. However, if the Partner Code of Conduct sets more stringent requirements than legislation, this Partner Code of Conduct will take precedence. We evaluate the Partner Code of Conduct on a regular basis and revise it where needed. The LocalTapiola Group Code of Conduct, Partner Code of Conduct, human rights policy and climate policy are available on our website at www.lahitapiola.fi/vastuullisuus.

The LocalTapiola Group Partner Code of Conduct was drawn up in 2025 and has been approved by the Boards of Directors of the companies belonging to the LocalTapiola Group.

Lawfulness of operations, and business practices

In all their activities, LocalTapiola's cooperation partners are required to follow the laws and official regulations applicable from time to time. Furthermore, cooperation partners are to comply with policies and practices suitable for their sector of industry and with ones that are commonly accepted. We expect our cooperation partners to act in line with sustainable development – to take care of the environment, exercise social responsibility and ensure financial stability.

We do not accept any anti-fair competition behaviour. In all its activities, a cooperation partner is to take competition regulation requirements into consideration, and competition must be fair, honest and transparent. A cooperation partner must refrain from all forms of bribery, blackmail and other unethical activity.

A cooperation partner must endeavour to have in place appropriate risk management, leadership and internal control systems that are suitable for its activities and business environment and that actively support compliance with the obligations resulting from this Partner Code of Conduct. We recommend that our cooperation partners report transparently on environmental, social responsibility and governance issues, having regard to the company's size and resources.

A cooperation partner must ensure that it operates a whistleblowing channel required by legislation that is available to its workers, partners, own suppliers, local communities and other key stakeholders and through which any possible abuses or inappropriate conduct can be reported anonymously. The company is then also required to have in place processes for handling reports and tackling confirmed infringements.

Cooperation partners other than those covered by whistleblowing channel legislation are to ensure that there is an appropriate policy and processes in place for their staff to file these reports. A cooperation partner must ensure that reports are processed appropriately and that whistleblowers are protected against possible countermeasures.

In our cooperation relations, we expect the parties to show an appreciative and deferential attitude to the parties involved, to act transparently and to implement whatever has mutually been agreed.



Protection of privacy, and data security

Trust is absolutely crucial to all activity in the financial sector. LocalTapiola requires that our cooperation partner respects the protection of privacy and data protection and comply with all laws and regulations governing the protection of privacy, data protection and data security. Customer data and personal data must be processed with the strictest confidentiality and security and in a transparent and appropriate manner.

We require that our cooperation partners ensure that the processing of personal data, including the collection, storage, use, transfer, disclosure or erasure of personal data, takes place in accordance with data protection legislation, official regulations and good personal data processing practices and policies.

When our cooperation partner processes personal data for which LocalTapiola is responsible in the capacity of controller, the cooperation partner must comply with both the contractually defined requirements and the other instructions and orders that LocalTapiola gives concerning the processing of personal data, and it needs to ensure that its staff and subcontractors comply with them. A cooperation partner is responsible for the information security of its own activities and for the training and guidance of the other parties.

It is important for our customers, staff and cooperation partners to know that their data are kept confidential, that data are looked after correctly and that they are safe under all circumstances.

Any personal data breaches of personal data for which LocalTapiola is responsible should under all circumstances be reported without delay to LocalTapiola's address tietosuoja@lahitapiola.fi.

We require that our cooperation partner knows both the data security and cyber risks associated with its own activities and the related risk management and preparedness requirements, and that it takes these into consideration in its own activities. A cooperation partner is to ensure adequate data security skills amongst its staff. A cooperation partner is required to ensure appropriate data protection and seek to prevent data leaks and data breaches to the best of its ability.

When acting as a processor of LocalTapiola's personal data, a cooperation partner is to ensure that any possible tools in use are used only for the agreed purpose and in accordance with the defined access rights. A cooperation partner must have in place appropriate processes and measures for the management of access rights.

Any incidents affecting the data security of LocalTapiola's services or service production should under all circumstances be reported without delay to LocalTapiola's address tietoturvailmoitus@lahitapiola.fi.

Intellectual property rights and confidential data

Our cooperation partners must respect all intellectual property rights and exercise care in the processing of confidential data. Our cooperation partners must refrain from using or taking advantage of the parties' company name, company emblems or other intellectual property rights without the right-holder's prior consent.

In the processing of confidential and secret data, particular care is to be exercised. We require that our cooperation partner ensures the protection of trade secrets and other confidential data against unauthorised disclosure and unauthorised use. Pursuant to law, information on a customer relationship with LocalTapiola is also to be kept secret.

Prevention of corruption and the management of conflicts of interest

A LocalTapiola cooperation partner is required to commit to refraining from all types of corruption and bribery as well as unethical practices. Corruption, in all its forms, is absolutely forbidden.

We do not approve of bribery in any form. We will not accept or offer any personal payments, gifts or benefits, or ones addressed to our own organisation, that exceed ordinary and reasonable levels of hospitality and can be assumed or expected to influence LocalTapiola or any business-related decisions.

A cooperation partner must not, either directly or indirectly, offer any hospitality, gifts or benefits the purpose of which is or which can be assumed or expected to influence a third party's business decisions. Correspondingly, a cooperation partner must not request or receive such benefits from other parties.

In offering and receiving a gift or benefit, particular consideration and reserve must be exercised if a cooperation partner and another company are engaged in competitive bidding or similar and there may arise even a suspicion of the gift or benefit influencing decision-making to conclude business transactions. All hospitality and gifts are to be given openly, and they must be of an occasional

nature. It is always forbidden to offer monetary gifts or gifts equivalent to money.

A cooperation partner must recognise situations in which a conflict of interest may arise and must document these situations. A cooperation partner is to avoid situations that may give rise or appear to give rise to conflicts of interest in respect of representatives. The very fact that a situation looks like a conflict of interest may be damaging.

We recommend that our cooperation partners should have in place guidelines on combating corruption and avoiding conflicts of interest and that they should endeavour to provide regular training on these topics to their management, staff and members of governance and supervisory bodies.

Prevention of money laundering and compliance with sanctions regulation

LocalTapiola requires its cooperation partners to comply with the laws and provisions on the prevention of money laundering and terrorist financing, and with the applicable national and supranational sanctions regulation. A cooperation partner is responsible for ensuring that it complies with valid national and supranational sanctions regulation in all applicable respects.

A cooperation partner is required to commit to preventing, detecting and combating

money laundering and terrorist financing, financial crime and the grey economy. We report all suspected cases of money laundering, terrorist financing and sanctions evasion to the relevant authorities.

Responsible supply and subcontracting chains

Our cooperation partners are responsible for the subcontractors which they use and for the actions of these subcontractors. A cooperation partner is required to endeavour to ensure that its suppliers and subcontractors comply with the obligations defined in this Partner Code of Conduct.

It is recommended that, in any contracts which it concludes with subcontractors, a cooperation partner include the same obligations that are defined in this Partner Code of Conduct or obligations that are, in essence, identical. A cooperation partner must, within its resources, evaluate and control its own supply chain and, upon request, supply to LocalTapiola the relevant information that it holds about its supply chain, for the purpose of evaluating compliance with this Partner Code of Conduct.

We recommend that our cooperation partners should endeavour to deploy, regularly assess and, where necessary, update appropriate due diligence processes for monitoring, controlling and managing their subcontracting relationships.

Human rights and social responsibility

We require that our cooperation partners respect internationally recognised human rights in all their activities and commit, inter alia, to the following conventions and principles: the UN's International Bill of Human Rights and key human rights conventions, the ILO Declaration on Fundamental Principles and Rights at Work and the UN Guiding Principles on Business and Human Rights.

Forced labour and a tied workforce, and benefiting from the foregoing, are absolutely forbidden. All employment relationships must be voluntary and based on a written contract.

A cooperation partner is required to prevent the direct and indirect employment of anyone who is under 15 years old or who is under the national minimum age limit (whichever is higher). For under-18-year-olds, it must be ensured that their education, health or safety will not be endangered.

A cooperation partner is required to comply with the local laws and regulations regarding pay, working hours, rest and holiday. Wages must be at least at the level of the legal minimum wage, and workers must be provided with appropriate benefits and remuneration. We expect that a cooperation partner enables unionisation, trade union membership and collective bargaining.

Workplace health and safety

LocalTapiola requires that a cooperation partner makes sure that appropriate action is taken to ensure the workplace health of its staff and implements the necessary measures to prevent occupational accidents and occupational diseases. This includes the assessment and management of risks as well as workplace safety and health practices.

A cooperation partner is required to provide its workers with a safe work environment and comply with all applicable workplace safety and health laws and regulations. A cooperation partner must focus attention on workplace safety, the prevention of accidents, the strain from working conditions and the awareness of those present in the operational environment of the risks of work. We expect from our cooperation partners preventive actions in the management of workplace health and safety risks.



A cooperation partner's workers or subcontractors must never be punished or they must not suffer prejudice for raising safety concerns or refusing unsafe work.

A cooperation partner must pay particular attention to the development of health, safety and wellbeing at the workplace, taking into account the nature and scope of its own activities. We recommend that our cooperation partners should provide their staff with workplace health and safety-related training and maintain the staff's ability to anticipate hazardous situations and act correctly if they occur.

Equity, and engagement with people

We do not approve of any form of discrimination, harassment or other inappropriate behaviour. A cooperation partner must treat its workers equally and in a non-discriminatory, appreciative and respectful manner.

Discrimination based on age, sex, race, nationality, ethnicity, skin colour, religion, political conviction, marital status, pregnancy, trade union membership or another personal attribute or another unfounded factor is forbidden.

A cooperation partner must not accept any physical or psychological threat to workers, customers or cooperation partners or any form of harassment or inhumane treatment.

Climate and the environment

LocalTapiola's cooperation partners must address the impacts that their activities have on climate and the environment.

Management of climate and environmental impacts

We require that our cooperation partners perform their environmental obligations in accordance with currently valid laws and regulations, and that they comply with any environmental permit conditions that may apply to their activities.

We require that our cooperation partners focus attention on the impacts that their activities have on climate and the environment and that they ensure, when possible, appropriate measures for identifying and managing risks related to climate and the environment.

We encourage our cooperation partners to set climate goals that support the Paris Agreement, and to reduce their GHG emissions and develop the reporting of their emissions. Furthermore, we encourage our cooperation partners to increase their understanding of how their own activities impact biodiversity loss.

Wherever possible, our cooperation partners must also promote the identification and minimisation of adverse impacts in their own value chain.

Use of energy and materials

We require our cooperation partners to focus attention on energy consumption, material efficiency and the circular economy. Our cooperation partners must ensure that waste is handled according to the applicable regulations and obligations and must prevent the generation of waste in all their activities.

We encourage our cooperation partners to improve their energy efficiency, use renewable energy and promote the recycling and the efficiency of use of materials in their own activities and value chains.

We expect that our claim remediation partners have capabilities to make efficient use of the opportunities afforded by the circular economy. The efficient utilisation of materials in the remediation of claims, including the use of reused spare parts in vehicle claims or taking energy efficiency into account in repair construction projects, is central to our cooperation.



Practices for complying with the Partner Code of Conduct

We require our cooperation partners to comply with this Partner Code of Conduct in their business transactions that concern LocalTapiola and in their own activities. We regularly monitor compliance with the Code, having regard to the duration and scope of the cooperation. Any unclear situations that may arise with a cooperation partner will be scrutinised in cooperation negotiations held between the parties.

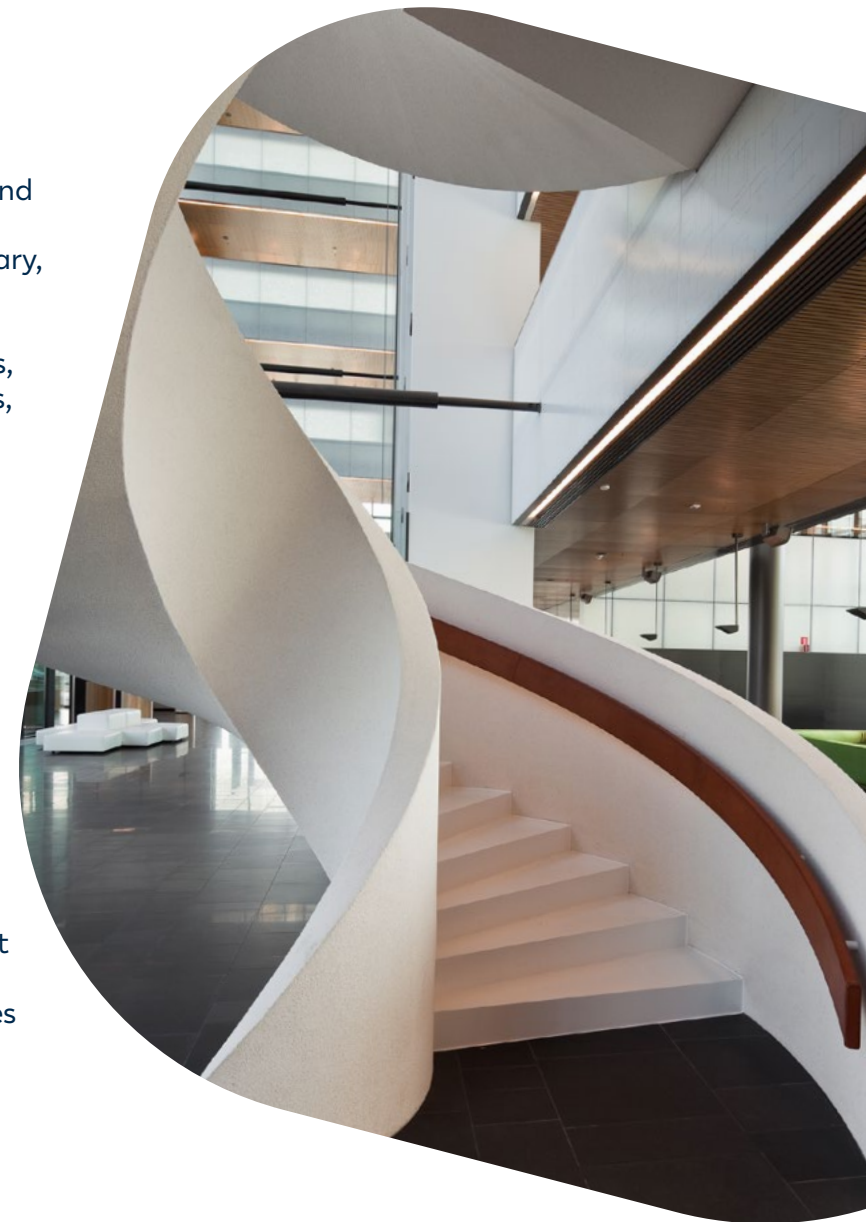
A cooperation partner must identify, assess and manage material risks that may have an impact on compliance with this Partner Code of Conduct. A cooperation partner must implement appropriate internal practices and enforcement measures that support the performance of this Partner Code of Conduct and enable enforcement of the Code as well as related risk management.

Where a cooperation partner detects that there has been a breach of this Partner Code of Conduct, or if a cooperation partner is unable to comply with the Code either in its own activities or in the supply chain, it must notify LocalTapiola of this without delay.

LocalTapiola has a right to request a cooperation partner to provide, to a degree that is reasonable, information and explanations about compliance with this Partner Code of Conduct. Where necessary, in order to ensure compliance with this Partner Code of Conduct, LocalTapiola has a right to conduct controls by means, for example, of self-assessments, surveys, interviews or audits.

Controls and audits

LocalTapiola has a right to request an on-site audit of a cooperation partner at a mutually agreed time. A cooperation partner agrees to contribute, to a degree that is reasonable, to audits in a manner indicated by a LocalTapiola representative. Alternatively, an audit may be performed by a third party that is bound to secrecy. To demonstrate that the requirements are met, a cooperation partner may also employ other means that LocalTapiola has approved, including by presenting relevant documents, certificates or independent parties' audit reports. Refusing an audit may be regarded as a material breach of the obligations.



LocalTapiola agrees to process confidentially information and materials which it obtains in connection with audits and other controls and to use them only for the enforcement of this Partner Code of Conduct. A cooperation partner is not obligated to disclose any information that is subject to a legal or contractual obligation of secrecy or one based on an official order.

Audit rights and requirements do not discharge or limit a cooperation partner from the obligations or responsibilities laid down in this Partner Code of Conduct. Audit rights and procedures may be agreed separately in more detail between LocalTapiola and a cooperation partner.

Material breach of the Code

Any activity that is in breach of this Partner Code of Conduct may be a ground for restricting or terminating the cooperation relationship. A material breach of any of the obligations resulting from the Partner Code of Conduct will be regarded as a material breach of contract, which will entitle LocalTapiola to restrict the cooperation or cancel the contract. In the event that LocalTapiola terminates the contract or restricts the cooperation on the above grounds, LocalTapiola will not be liable to compensate the cooperation partner for any

loss or damage arising from the termination of the contract or from the restriction of the cooperation.

Should we detect that there has been a breach of this Partner Code of Conduct in a cooperation partner's own activities or in its supply chain, LocalTapiola has a right to request and receive from the cooperation partner information about appropriate remedial measures and to impose on the cooperation partner a time limit for remedying the infringement. If the grievances are not remedied, or in the event of serious abuses, LocalTapiola may terminate the cooperation. Decisions to restrict or terminate cooperation will be made on a case-specific basis.

LocalTapiola operates a whistleblowing channel, through which abuses, suspected abuses and any activity that is in breach of the law, this Partner Code of Conduct or other instructions can be reported. Both anonymous and authenticated users may file reports on LocalTapiola's website. Reports made in the whistleblowing channel are processed confidentially, and the personal data of persons filing a report are processed in accordance with data protection legislation. Wherever possible, a cooperation partner must make its workers aware of the opportunity to use LocalTapiola's whistleblowing channel.



LOCALTAPIOLA

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