



# Supplier Code of Conduct

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# A Message from our Chief Procurement Officer

American International Group, Inc., along with its subsidiaries and affiliates (collectively “AIG”), is committed to making a positive difference in the communities where we work, live and serve our customers. This involves conducting business in accordance with the highest ethical and social standards and in full compliance with all applicable laws and regulations in the United States and in other jurisdictions in which AIG operates or does business. We recognize that our suppliers (“Suppliers”) play an important role in our success. Accordingly, AIG strives to conduct business with Suppliers who share our commitment to high ethical standards and who operate in a socially responsible manner. This Supplier Code of Conduct presents principles and minimum standards for Suppliers to follow in their dealings with AIG. Our Suppliers should also apply these or similar principles to the suppliers with whom they work in providing goods and services to AIG. This Supplier Code of Conduct is not exhaustive, and the contract(s) entered into between AIG and a Supplier include additional policies and standards. When a contract between a Supplier and AIG contains more restrictive provisions than those in this Supplier Code of Conduct, the terms of the contract govern.

Sincerely,

Jeanne Edwards  
AIG Global Chief Procurement Officer

# 1. Ethics and Standards of Conduct

## AIG Property, Funds and Information

Suppliers must handle all AIG property, including, but not limited to equipment, funds, documents, information (in any format, including electronic and hard copy), and communications systems, with care and according to AIG requirements and instructions. Suppliers must promptly report to AIG any suspected or actual unauthorized access to or acquisition of, misuse, theft, vulnerability, improper exploitation, loss or sabotage of AIG property of which they become aware.

## Records

Records prepared for AIG or maintained on behalf of AIG by Suppliers, including records of work time, expenses, and AIG business records, must be accurate, complete and retained in accordance with applicable legal and regulatory recordkeeping requirements or otherwise as specified in a relevant contract between the Supplier and AIG.

## Conflicts of Interest

Suppliers must avoid engaging in any activity that would create an actual or potential conflict of interest regarding their provision of products or services to AIG. A conflict of interest occurs when the interest of a Supplier—or the interest of Supplier's employees or suppliers with whom they work in providing goods and services to AIG—interferes or appears to interfere with the ability to objectively deliver or perform services to or for AIG. In the event an actual or potential conflict of interest arises in connection with AIG, Suppliers must immediately report it to AIG – see [Section 7 \(Violation of this Code, How to Report\)](#).

## Alcohol and Drugs

Suppliers must not engage in any work for or on behalf of AIG, or in any fashion represent AIG, while under the influence of alcohol or other substances that may (1) impair the Suppliers' judgment or ability to work safely or (2) bring AIG into public disrepute, contempt, scandal or ridicule. In addition, Suppliers may not use, possess, or work under the influence of, drugs or controlled substances while on AIG premises or while conducting business with or for AIG.

## Business Courtesies

Suppliers must not provide or receive gifts or entertainment that could harm AIG's reputation. Suppliers must never provide or receive gifts or entertainment intended to improperly influence any person's business judgment or that might create the appearance of undue influence. AIG expects that, in dealing with AIG employees, Suppliers will not offer a gift, entertainment, or anything else of value which exceeds US \$150. In some circumstances, local law or AIG policies may require a lower limit on gifts or prohibit them entirely. It is never permissible for Suppliers to give cash or cash equivalents (e.g., gift cards) as a gift to an AIG employee, regardless of the amount. Suppliers who are interacting on AIG's behalf with government entities, governmental officials, or employees of government owned or governmentcontrolled enterprises will not provide such persons or entities any gifts or entertainment of any value without AIG's express prior written authorization.



## 2. Legal and Regulatory Compliance

### Business Integrity

Suppliers must conduct their business in compliance with all applicable laws, rules, and regulations of the jurisdictions in which they operate and/or provide services. Suppliers are prohibited from engaging in any form of illegal or inappropriate activity, including, but not limited to, corruption, misrepresentation, extortion, embezzlement or bribery.

### Economic Sanctions, Anti-Boycott and Export Controls

Suppliers shall not perform their obligations in any way that would cause AIG to be in violation of U.S. or international trade restrictions applicable to AIG. Accordingly, Suppliers must:

comply with all U.S. and all applicable international economic sanctions laws and regulations, as well as all U.S. and international export controls applicable to AIG; not conduct business with individuals, entities, organizations, or countries that are the targets of U.S. or applicable international economic sanctions laws and regulations; and never participate in any boycott or restrictive trade practice in violation of U.S. antiboycott laws. Prohibited boycotts include the Arab League boycott of Israel.

### Antitrust and Competition Law

Suppliers must comply with all applicable U.S. and international antitrust and competition laws and regulations and compete lawfully in all markets in which they operate. Suppliers must obtain sensitive data about AIG competitors only from lawful and appropriate sources and in a lawful and appropriate manner, and never discuss with any AIG competitor AIG's prices, bids, customer sales, or other competitively sensitive information.





### **Anti-Money Laundering**

Suppliers must comply with all applicable U.S. and international laws and regulations pertaining to the detection, prevention, and reporting of potential money laundering and terrorist financing activities.

### **Anti-Corruption**

Suppliers must comply with all applicable U.S. and international anti-corruption laws, including the United States Foreign Corrupt Practices Act, and all other applicable laws that prohibit corruption, extortion, kickbacks, or bribery (or that prohibit the failure to prevent these acts). Suppliers must:

never pay or receive bribes or provide other improper benefits to any person to obtain or retain business or secure a business advantage, promise or offer; never authorize the payment of money or anything else of value to a government official, including employees of government-owned or government-controlled entities, in order to obtain or retain business or secure a business advantage; and maintain books and records that accurately reflect the true nature of transactions.

### **Insider Trading**

Suppliers must never transact in AIG securities, including common stock, debt securities, or any other type of securities that AIG may issue, while in possession of material, nonpublic information relating to AIG. Suppliers must also never transact in another company's securities (including companies unaffiliated with AIG) if they are in possession of material, nonpublic information regarding such company obtained in the course of performing services for AIG. Suppliers must never pass on (or "tip") confidential or material nonpublic information about AIG or any other company to others or recommend to anyone the purchase or sale of securities of AIG or any other company if they are in receipt of material nonpublic information learned in the course of an engagement with AIG.



### 3. Labor, Diversity and Human Rights

#### Non-Discrimination

Suppliers must not engage in discrimination on any basis prohibited by applicable law, including, without limitation, race, color, religion, age, gender, sexual orientation, gender identity and expression, national origin, disability, family or marital status, citizenship status, veteran status or military status. AIG embraces equal opportunity as a fundamental principle and key component of our corporate strategy. We strongly encourage that all Suppliers do the same. Suppliers shall strive to foster a culture of inclusion and diversity of people, ideas, and skills, to attract, develop and retain diverse talent. Suppliers must also maintain a workplace culture based on respect where all unlawful harassment and abuse, including sexual harassment, is forbidden. Disciplinary policies and procedures must meet legal mandates as applicable and be clearly defined and communicated to Suppliers' employees. Suppliers' employees shall have completed all legally required training, including, without limitation, training related to the prevention of sexual harassment.

#### Zero Tolerance for Harassment and Intimidation

Suppliers must not engage in intimidating or bullying behavior, which can occur as a single instance or repeated inappropriate behavior. Bullying or intimidation can be direct or indirect, intentional or unintentional, conducted by one or more persons against another or others, at the place of work, or in the course of employment. Bullying or intimidation can manifest itself verbally, non-verbally, online, physically, in gestures, and in exclusionary behavior.

#### Working Hours and Wages

Compensation paid to workers by Suppliers must comply with all applicable local wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Suppliers' employees must have the ability to earn fair and equal wages, as determined by applicable local law. Suppliers must take steps to ensure that no form of modern slavery exists in their supply chains or business organizations. Suppliers are fully responsible for the quality, performance, behavior, supervision and protection of their personnel (including the personnel of suppliers with whom they work in providing goods and services to AIG). AIG retains the right in its absolute discretion to require the removal of any individual from an AIG job site for any reason.

#### Worker Protection

Suppliers shall take appropriate measures to prevent workplace injuries and illnesses, to provide their personnel with a safe and healthy working environment, and to ensure the health, safety and welfare of their personnel and others who may be affected by their business activities. Suppliers shall at all times handle information about its own employees as well as any information about individuals that it obtains in the course of its dealings with AIG in accordance with applicable privacy laws and utilize such information only when necessary for business purposes and in a manner that protects against harm such as discrimination, stigmatization or other damage to reputation and personal dignity, impact on physical integrity, fraud, financial loss or identity theft.

#### Human Rights

Supplier shall respect and support human rights in accordance with the internationally recognized human rights standards, including the International Bill of Rights and the International Labor Organization's Declaration on the fundamental Principles and Rights at Work.

#### Supplier Diversity

In support of AIG's commitment to diversity, Suppliers are encouraged to review AIG's Supplier Diversity program information [here](#).



## 4. Sustainability

### Compliance with Environmental Laws

Suppliers must comply with all applicable environmental laws and requirements, including those relating to: the management and disposal of waste; monitoring and reporting of air and water emissions; management of chemical storage and use; and procurement of required licenses, permits, reports, and payments of fees.

### Climate Change

AIG strives to be an advocate in sustainability initiatives and to support a sustainable supply chain to meet its core objectives. Suppliers must strive to improve their organizational processes by establishing and implementing sustainability goals in support of minimizing environmental impact. Suppliers shall partner with AIG on sustainability initiatives and support climate transition goals, as AIG works to reduce its emissions from its operations by 2050, or sooner, and transition to fully renewable energy sources by 2030, or sooner.

Supplier shall strive to mitigate the adverse climate change impacts of direct and indirect greenhouse gas emissions and consider aiming for carbon neutrality.

### Waste Reduction

To the extent reasonably practicable, Suppliers must take actions to reduce waste, emissions, and energy use associated with their operations. Suppliers shall strive to prioritize the use of sustainable materials and renewable energy sources.

### Biodiversity Loss

To the extent reasonably practicable, Suppliers shall monitor the risks and effects of biodiversity loss and recognize the importance of healthy biodiversity by partnering on identifying and promoting opportunities to prevent and minimize damage associated with climate change.



## 5. Protection of AIG Information

### Confidential Information

Suppliers must keep confidential all AIG proprietary and non-public information, including nonpublic personal information received from, processed on behalf of, or disclosed by AIG. Suppliers must take precautions to safeguard this information, including ensuring that Suppliers' personnel (including the personnel of suppliers with whom they work in providing goods and services to AIG) are under appropriate confidentiality obligations and adequately trained to safeguard confidential information.

Personal information is any information that can identify, relate to, describe, or be linked to an individual, an individual's device, or a household, either directly or indirectly, or as otherwise defined by applicable law or regulation.

### Data Privacy and Security

Suppliers must comply with all applicable data privacy and security laws and regulations, including laws and regulations regarding the cross-border transfer of or access to personal information (or data derived from personal information). Suppliers must prohibit and prevent any access to U.S. personal information by any individuals or entities that are the subject of U.S. data access laws and regulations, such as Executive Order 14117 (including, if applicable, access by Suppliers or their affiliates, or third parties). Suppliers must maintain appropriate procedures, safeguards, and controls to secure and protect the confidentiality integrity and availability of confidential information, including personal information, received from, processed on behalf of, or disclosed by AIG or third parties on AIG's behalf. Suppliers must promptly notify AIG of any suspected or actual compromise or risk of compromise to the confidentiality, integrity or availability of such confidential information. In addition, Suppliers must promptly notify AIG of any complaints or requests received from individuals relating to personal information received from, processed on behalf of, or disclosed by AIG, in accordance with applicable privacy laws and regulations. Notification can be made in accordance with the notification mechanism specified in the relevant contract between the Supplier and AIG or pursuant to [Section 7 \(Violation of this Code, How to Report\)](#).

### Intellectual Property, Including Use of AIG's Name and Brand Trademarks

Suppliers must not infringe, misappropriate or misuse intellectual property of AIG, AIG's business partners, or AIG's other Suppliers. Suppliers must obtain the express written consent of AIG or the applicable owner before using or disclosing AIG's or another party's intellectual property to third parties.

Suppliers permitted in writing to use AIG's name and/or Brand Trademarks must adhere to applicable brand guidelines for using AIG's name and/or Brand Trademarks to help deliver a unified, consistent and quality AIG brand experience, protecting and upholding AIG's reputation.

### Artificial Intelligence

The application of artificial intelligence ("AI"), including generative AI, to work performed for AIG may not jeopardize the confidentiality of AIG's proprietary or nonpublic information, violate any applicable data privacy or security laws or regulations, or infringe, misappropriate or otherwise misuse AIG's intellectual property. In addition, Suppliers must obtain AIG's express written consent before using or deploying any AI tool, product service, and/or functionality in the course of performing the following activities under a contract with AIG: (1) investing, insurance underwriting, insurance marketing, claims management and administration, providing credit, or using personal information considered sensitive under applicable privacy laws; (2) assisting AIG in making employment-related decisions (3) interacting with AIG customers, policyholders, brokers, and/or agents; (4) giving access to or allowing third parties to process AIG proprietary or nonpublic information; and (5) using AIG proprietary or nonpublic information to create, train, fine-tune, or otherwise develop AI.

### Competition, Advertising, Marketing and External Communications

AIG expects Suppliers to uphold fair business standards in advertising, sales and competition. Suppliers may not reference their relationship with AIG, such as through the use of AIG's name, logo, trademarks, or services in any vendor marketing, promotional items, social media or other communications of any kind, whether written or verbal, without AIG's prior written approval. AIG approved advertising materials must be truthful and accurate, with clear and conspicuous disclosure of material terms and limitation of advertised offers.

Suppliers must not make any public statement concerning AIG, its affiliates, partners, suppliers and advisors, and any media inquiries received by Supplier about any of these matters should be referred to AIG immediately.



## 6. Organizational Governance

### Training and Competence

AIG expects that Suppliers will maintain a training program adequate to ensure that management and employees comply with all regulatory requirements and expectations set forth in Supplier's contracts with AIG and this Supplier Code of Conduct.

### Business Continuity, Disaster Recovery, and Incident Management

Suppliers shall develop, implement, and test appropriate business continuity plans and disaster recovery plans for operations supporting AIG business to validate effectiveness. This also includes the implementation of incident management plans that address how any disruption or potential disruption is managed and communicated with AIG.

### Enterprise Risk Management

Suppliers shall maintain an effective risk identification and management processes, and demonstrate how systemic risks are being managed, including systemic risks in financial markets due to size, interconnectedness and complexity.

### Supply Chain Management

Suppliers must take all commercially reasonable steps to ensure that their sub-suppliers are in compliance with applicable laws and regulations as well as applicable requirements in Supplier's contracts with AIG and this Supplier Code of Conduct.

### Procurement Transparency

AIG Global Sourcing & Procurement Services is the sole authorized organization for the conduct of procurement business on AIG's behalf. Accordingly, Suppliers must promptly inform their AIG Global Sourcing & Procurement Services contact whenever they are engaged by AIG to provide a quote, order form, statement of work, contract, or any other form of proposal for new business. If a Supplier does not know who their AIG Global Sourcing & Procurement Services contact is, they should email [SupplierRelationshipManagement@aig.com](mailto:SupplierRelationshipManagement@aig.com).

### Board Composition

Suppliers shall seek to have a board that possesses diverse skills, experience, and attributes necessary to provide guidance on strategy and oversee management's approach to addressing risks and any potential challenges.

### ESG Governance

AIG expects that Suppliers will strive to maintain a high level of transparency and aim to establish an effective ESG governance structure to help advance sustainability initiatives.



## 7. Violation of This Code

### How to Report

Suppliers must promptly report concerns and suspected or actual violations of this Supplier Code of Conduct. Suppliers should contact their AIG Global Sourcing & Procurement Services contact directly (see [Section 6](#) above) or they may contact any of the following:

AIG's Global Compliance Group at +1 646-857-1877,  
or email at [corporatelegalcompliance@aig.com](mailto:corporatelegalcompliance@aig.com).

The AIG Compliance Help Line at +1-877-244-2210 or online at [www.aigcompliancehelpline.com](http://www.aigcompliancehelpline.com), or by using your mobile camera device by scanning the QR code below.



Communications to the Help Line may be made anonymously, subject to local laws, and may be made in all major languages.

### Assistance with Investigations

Suppliers must provide reasonable assistance to any investigation by AIG of the Supplier's suspected or actual violation of this Supplier Code of Conduct. Suppliers must protect anyone who works for them, either as an employee or a contractor, from any form of retaliation for reporting suspected or actual violations.

### Review by AIG

AIG reserves the right to review or audit Supplier's compliance with this Supplier Code of Conduct. Suppliers are to promptly respond to requests for information from AIG, or a third party working on AIG's behalf, regarding matters covered by this Supplier Code of Conduct. These may include surveys, questionnaires, requests for supporting documentation and other measures intended to increase visibility into AIG's Supplier relationships.

### Consequences of Non-Compliance

AIG will incorporate ongoing Supplier Code of Conduct compliance into its evaluation of business relationships and into its procurement decisions. Violations of this Supplier Code of Conduct may affect Supplier's standing with AIG, may lead to disqualification from future opportunities with AIG, and may even result in the termination of the Supplier's business relationship with AIG.