|  |
| --- |
| **Corporate Responsibility  Agreement**  between  **company name:**  **address:**  **register number:**  - hereinafter referred to as „**supplier**” or „**contractor**” -  and  **ERGO Insurance SE (including its branches in Latvia and Lithuania)**  **Veskiposti 2/1,**  **10138 Tallinn**  (Reg. No. 10017013)  - hereinafter referred to as „ERGO“ -  - both individually or collectively hereinafter referred to as “the contracting parties” - |
| **1. Scope, subject matter**  The Supplier Code of Conduct of Munich Re Group is designed to help ensure that all third-party suppliers providing goods and/or services to a Munich Re company and their subsidiaries meet their standards for safe working conditions, fair and respectful treatment of their workforce, ethical business practices, zero tolerance regarding corruption, and protection of the environment.  This agreement applies to all current and future contracts between the supplier and ERGO Group AG or a company affiliated with it pursuant to Section 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter collectively referred to as the "ERGO Group") (including but not limited ERGO Life Insurance SE (including its branches in Latvia and Estonia). |
| 1. **Corporate Responsibility**   ERGO as part of the Munich Re Group and supplier acknowledge that Munich Re Group is subject to the German Supply Chain Due Diligence Act (GSCDDA) and is obliged to ensure human rights, environmental standards and good corporate governance along its entire supply chains. As a compulsory prerequisite for the contractual cooperation, the contractor is obliged to comply with the Munich Re Group’s Supplier Code of Conduct and the principles of the United Nations Global Compact.  The Supplier Code of Conduct is available at:  https://www.ergo.lt  https://www.ergo.lv  https://www.ergo.ee  In particular, supplier shall   1. Comply with the expectations communicated by ERGO and the Munich Re Group in the Supplier Code of Conduct and to address them within the supply chain 2. Inform ERGO about any material compliance violations in its own area of responsibility and the supply chain that come to its attention 3. Properly select and monitor its supply chain partners. 4. Grant ERGO appropriate inspection and audit rights in order to enable ERGO to determine that Supplier is in compliance with these obligations. 5. Every supplier must disclose to ERGO upon ERGO´s prior request as to which natural persons and/or legal entities own a controlling interest in the contractor, either directly or indirectly. The contractor must immediately report any changes. The supplier must disclose to the extent known if these persons or entities are in any way involved with ERGO Group employees who are involved in the buying process applicable to the specific case. Either ERGO Group or the supplier shall upon prior request of the other party disclose to the extent known any existing or planned connection between organs and employees of one party and organs and employees of the other party that may influence the buying process applicable to the specific case.   The obligations of the supplier set forth in this clause 2 are principal contractual obligations of the supplier, the breach of which shall constitute good cause for ERGO or the respective company affiliated with it in accordance with Sections 15 et seq. AktG to terminate current contracts without notice. |
| **3. Miscellaneous**  In case of any discrepancies between the English and the local translated version of this agreement, the English version shall prevail.  Amendments and supplements to this agreement must be made in writing in order to be valid. This shall also apply to any amendment of this requirement for written form.  This agreement and all rights and obligations stipulated therein are subject to the law of the Republic of Lithuania, Republic of Latvia and Republic of Estonia (depending on the place of exclusive jurisdiction of ERGO company or its branch), with exclusion of the United Nations Convention on Contracts for the International Sale of Goods.  Should individual provisions of this agreement be or become invalid or contain a loophole, the remaining provisions shall remain valid. In this case, the parties undertake to agree on a valid provision in place of the invalid provision which comes as close as possible to the economically intended meaning and purpose of the invalid provision in the context of the declaration |
| **(Company name of contractor)**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Place, Date)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature(s)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name in block letters) |
| **ERGO**  (Place, Date)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature(s)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name in block letters) |