

AXIS Supplier Code of Conduct

AXIS Capital Holdings Limited and its subsidiaries (collectively, "AXIS") are committed to the highest standards of integrity, honesty and respect, and we expect our vendors, contractors, consultants and outsourcing partners (collectively, "Suppliers") to make the same commitment. We require our Suppliers to embrace the following social, environmental, and ethical responsibilities while conducting business with or on behalf of AXIS.

This Supplier Code of Conduct goes beyond mere compliance with law. When differences arise between standards and legal requirements, the stricter standard applies, in compliance with applicable law.

1. Compliance with laws. **Suppliers must comply with all applicable laws, legal regulations and other legally binding requirements.**
2. Compliance with agreements. **Our Suppliers must comply with the terms and conditions set forth in the agreements governing their relationship with AXIS.**
3. Conflicts of interest. **Our Suppliers are required to avoid** any dealings in which the Supplier's or an individual's private interest interferes, or even appears to interfere, with **its activities on behalf of AXIS. Suppliers must disclose to AXIS any such conflicts or potential conflicts.**
4. Gifts, Favors; Bribery. **Suppliers must comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act.** The giving or receiving of anything of value to induce decisions by AXIS relating to the procurement and provision of goods is prohibited by internal AXIS policies and certain jurisdictions' laws. Generally, Suppliers may give or receive gifts, favors or entertainment if and only if such gifts, favors or entertainment are (a) consistent with accepted business practices; (b) of sufficiently limited value, and in a form that will not be construed as a bribe or payoff; and (c) not in contravention with applicable law and generally accepted ethical standards. Further, gifts, favors or entertainment provided or accepted by a Supplier must always have a legitimate business purpose. Employees, officers and directors of Suppliers doing business with AXIS are also prohibited from directly or indirectly engaging in commercial bribery. Commercial bribery generally refers to the furnishing of something of value to an employee or agent of a commercial partner for the purpose of inappropriately influencing the company's conduct.
5. Material non-public information/insider trading. **Suppliers are prohibited from any and all trading in AXIS' or another company's securities while in possession of material non-public information and are prohibited from disclosing any such information to others (except as required pursuant to Supplier's agreement with AXIS).** Insider trading is a serious violation of U.S. federal and state securities laws and it is unethical in the U.S. and many other countries. Material information is any information that a reasonable investor would consider important in a decision to buy, hold or sell shares or that could reasonably affect the price of the shares, whether positive or negative. In addition, the inappropriate sharing of material non-public information with any other person ("tipping") is against AXIS policy and may also be illegal.
6. Environmental sustainability. AXIS is committed to a long-term sustainable approach to caring for and safeguarding the environment. Consistent with this commitment, Suppliers are encouraged

to conduct business in an ecologically responsible manner and work to improve their firm's environmental performance.

7. Fair treatment; Human rights.

- a. AXIS believes that treating everyone with dignity and fairness is essential. **We therefore expect our Suppliers to foster an inclusive work environment** that (a) treats people with dignity and respect and does not tolerate disrespectful or inappropriate behavior, unfair treatment or retaliation of any kind; (b) does not permit discrimination against any person on the basis of sex, race, color, age, religion, sexual preference, marital status, national origin, disability, ancestry, political opinion or any basis prohibited by the laws that govern its operations; (c) meets or exceeds all legal requirements for compensation and working hours; and (d) provides a safe and healthy workplace that complies with applicable safety and health laws, regulations and internal requirements.
- b. AXIS is committed to respecting, protecting and advancing human rights in accordance with the United Nations Universal Declaration of Human Rights. We have a zero-tolerance approach for any form of coercive labor practices by our Suppliers or in our supply chains, including slavery, forced labor or human trafficking (collectively, "modern slavery"). We also have a zero-tolerance approach for child labor that does not meet internationally recognized standards on age and the type of work to be performed. In addition, **Suppliers must fully comply with legal requirements pertaining to modern slavery and child labor and must require their own suppliers to similarly comply.**

8. Data privacy and protection. **We require our Suppliers to comply with all applicable data privacy and security laws and regulations. Suppliers must safeguard AXIS' and our customers' confidential and personal information. Suppliers may not disclose confidential information without AXIS' written consent.** Additional duties and exceptions pertaining to data privacy and protection and confidential information may be set forth in AXIS agreements.

9. Recordkeeping. We expect our **Suppliers to ensure that adequate and effective management systems, policies, procedures, financial documentation and training** are in place to carry out their responsibilities to us. **Suppliers must keep complete and accurate records** related to their business with AXIS and **must never manipulate, alter or conceal, or make a false or misleading entry on, any business record or report pertaining or addressed to or prepared for AXIS.** Suppliers are expected to conform to industry rules and regulations, as well as any provisions in their contracts with AXIS, for maintaining and retaining records. Suppliers also shall provide any requested information to AXIS on a timely basis.

10. Appropriate use of assets. **Suppliers must use AXIS' property and physical assets for legitimate business purposes only.** This includes property specifically entrusted to Suppliers and property that Suppliers discover is being misused by others. If a Supplier discovers misuse, they must report such violation. **To prevent waste of AXIS assets, no Supplier shall keep, sell or give away AXIS property,** regardless of its condition or value, without general or specific authorization. Further, **no Supplier shall have the right to receive or give away AXIS services or use AXIS equipment or facilities without authorization.**

11. Intellectual property. **We require our Suppliers to respect intellectual property rights, to conduct knowledge transfers accordingly, and to protect our intellectual property from misuse.**

12. Compliance certification. **Suppliers are expected to self-monitor their compliance with this Supplier Code of Conduct. AXIS reserves the right to monitor Suppliers' adherence to this Supplier Code of Conduct and to require responses to requests for information or a self-certification as to compliance with this Supplier Code of Conduct upon request.** Requests for information regarding matters covered by this Supplier Code of Conduct may include surveys, questionnaires, requests for supporting documentation and other measures intended to increase visibility into AXIS' relationships with Suppliers. If non-compliance is observed, or a Supplier fails to promptly respond to requests for information or self-certify its compliance as requested, Supplier will be required to take corrective actions or AXIS may, in its sole discretion, terminate its business relationship with the Supplier, *in addition to any contractual rights resulting from the breach and notwithstanding any provision to the contrary or otherwise in any contract or other agreement or undertaking with AXIS.*
13. Breaches of Code; Reporting procedure. **We expect our Suppliers to report all breaches of this Supplier Code of Conduct** by (a) calling the Company's toll-free hotline at 800-856-3357 (within the U.S.) or 678-999-4579 (outside of the U.S.) or via the Company's web-based reporting module at axiscapital.ethicspoint.com; (b) telephoning the General Counsel at 678-746-9524; (c) emailing the General Counsel at conrad.brooks@axiscapital.com; or (d) writing to the General Counsel at AXIS Capital Holdings Limited, P.O. Box HM 1254, Hamilton HMF Bermuda.

This Supplier Code of Conduct does not confer, and shall not be deemed to confer, any rights on the part of any third party. No representative of any Supplier or any other person shall have any rights against AXIS by virtue of this Supplier Code of Conduct, nor shall such representatives or other persons have any rights to cause AXIS to enforce any provisions of this Supplier Code of Conduct, such decisions being reserved by AXIS in its sole discretion.

This Supplier Code of Conduct does not supersede any applicable law or agreement between AXIS and a Supplier. In the event of a conflict between the terms of this Supplier Code of Conduct and the terms of a Supplier's agreement, the agreement terms will prevail.

AXIS reserves the right to update or change this Supplier Code of Conduct without notice. The current Supplier Code of Conduct is available on the AXIS website.