



**VENDOR CODE OF
CONDUCT**

R&Q Insurance Holdings Ltd (R&Q) is listed on the London Stock Exchange's Alternative Investment Market (AIM) 100 Index and provides core services of legacy acquisitions and program management. The Group was founded by **Ken Randall** and **Alan Quilter** in 1991.

The Company's mission is to deliver on our core strategy of providing program management services to Managing General Agencies and their reinsurers, and of creating legacy solutions to owners of discontinued insurance businesses. By focusing on these high growth markets, we provide our investors with complementary revenue streams, regular and stable fee income from program business and the capital extraction from managing legacy portfolios. Our mission is underpinned by our strategic objectives.

The Group's strategic objectives are:

- to acquire or reinsure run-off insurance companies and portfolios in the United States, United Kingdom and European Union to produce attractive book value growth and cash returns
- to develop Accredited Surety & Casualty Company, Inc., our A- rated United States carrier, into a fronting platform of choice, generating substantial repeatable fee income
- to develop Accredited Insurance (Europe) Limited, our A- rated carrier, into a conduit for niche European and United Kingdom Managing General Agency business to highly rated reinsurers, generating substantial repeatable fee income.

R&Q are committed to carrying out all procurement activities in an environmentally, socially, economically and ethical manner we enter into agreements and contracts with vendors that share this vision. We expect all vendors to confirm compliance with principles as outlined within this document when they are engaged, with respect to their organisation, supply chain (reference to "Vendor(s)" in this code means the vendor, their supply chains, their staff and any sub-contractors comply).

This code of conduct shall form a part of any contract entered into by R&Q with vendors, and compliance with this Code of conduct shall be a binding obligation of each vendor.

1. LAWS AND ETHICAL STANDARDS

Legal standards are those standards that are set forth in governmental laws. Ethical standards are based on the human principles of right and wrong. The differences between them are these: Legal standards are based on written law, while ethical standards are based on human rights and wrongs.

2. MODERN SLAVERY ACT 2015

Workers should be free to choose their employment and leave that employment on reasonable notice without hold of financial deposit or personal items. Forced, bonded or involuntary prison labour shall not be used. The vendor shall not engage in any way with human trafficking, or support or work with organisations that engage in any way with human trafficking activity, organisations or persons.

3. CHILD LABOUR

The vendor shall support the effective abolition of child labour and comply with the national minimum age for employment, or minimum age 14, whichever is the higher unless a lower local minimum age is permitted under International Labour Organisation (ILO) convention 138.

4. EQUALITY AND DIVERSITY

All workers are treated with respect and dignity. No worker is subject to any physical, sexual, psychological, verbal harassment, abuse or other form of intimidation. There is no discrimination in employment, including hiring, compensation, advancement, discipline, termination or retirement. Discrimination based on caste, national origin, ethnicity, religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation, health, disability or pregnancy is prevented. In particular, attention is paid to the rights of workers most vulnerable to discrimination. R&Q expects its vendors to demonstrate a diverse workforce composition actively embracing workforce age, gender, race, national or ethnic origin, religion, language, political beliefs, sexual orientation, physical ability and promoting supply chain inclusion throughout their own supply chains. The vendor does not conduct medical tests on workers that can be used to discriminate (e.g. pregnancy testing). The results of any tests that are required by local legislation shall not be used in a discriminatory way. The vendor shall not use any form of home working arrangement for the production of any R&Q branded or affiliate product.

5. HEALTH AND SAFETY

The vendor shall provide its workers with a safe and healthy working environment. At a minimum, potable drinking water, adequate lighting, temperature, ventilation, sanitation facilities, and personal protective equipment must be provided together with equipped workstations at no cost. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable laws and regulations. The vendor shall identify hazardous materials, chemicals and substances, and ensure their safe handling, movement, storage, recycling, reuse and disposal and should only be carried out by persons aged 18 years or over. The vendor shall comply with material restrictions and product safety requirements set by applicable laws and regulations. Workers must receive training (which must be mandatory to attend and be in a language they can understand) in safe operation of all equipment and tools, which must be provided ongoing as frequently as required to remain effective. The vendor must have policies and processes in place for recording and eliminating occurrence/reoccurrence of health and safety related incidents and should have regard for avoiding the cause of any mental health issues affecting workers.

6. WORKING HOURS

The vendor must ensure that its workers work in compliance with all applicable laws and mandatory industry standards pertaining to regular working hours, and overtime hours, including breaks, rest periods, holidays, and maternity and paternity leaves. In absence of law, the vendor shall not require a regular work week over 60 hours, workers shall be allowed at least one day off after six consecutive days of work, and any overtime worked shall be voluntary and compensated at premium rate. Vendors, where reasonably possible, must provide all workers (permanent, temporary, seasonal, domestic and migrant) with a written contract in the appropriate language that includes a description of job duties, benefits, disciplinary procedures, and notice periods. Where the provision of a written contract is not reasonably possible or practical, vendors shall provide workers with a verbal description of the terms of their employment. Whilst the vendor shall ensure workers are provided a living wage, sufficient to meet basic needs for workers, and their entitled official dependents, and to provide some discretionary income.

7. ENVIRONMENTAL

The vendor shall make sure that it obtains, keeps current, and follows the reporting guidelines of all the required environmental permits and registrations to be legally compliant. The vendor shall optimise its consumption of natural resources, including energy and water and implement and demonstrate sound measures to prevent pollution and minimise generation of solid waste, wastewater and air emissions. Vendor shall continuously monitor, and disclose to R&Q, their energy and natural resource usage, emissions, discharges, carbon footprint and disposal of wastes and take a progressive approach to minimize negative impacts on the environment.

8. GDPR AND INTELLECTUAL PROPERTY

The vendor respects the intellectual property rights of others and takes appropriate steps to protect confidential and proprietary information or trade secrets of R&Q, and uses such information only for the purposes authorised for use by R&Q. The vendor shall ensure compliance with laws and directives providing for data protection. This includes General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

9. CONFLICTS OF INTEREST

Vendors will disclose to R&Q any situation that may appear to be a conflict of interest, and disclose if an R&Q colleague or associated party may have an interest of any kind in the vendor's business or any kind of economic ties with the vendor.

10. ANTI BRIBERY, CORRUPTION AND TAX EVASION

There is a prohibition of any and all forms of bribery, corruption, extortion or embezzlement and there are adequate procedures in place to prevent bribery in all commercial dealings undertaken by the vendor and must comply with bribery laws including The Bribery Act 2010. R&Q takes a zero-tolerance approach to the criminal facilitation of tax evasion by our people and our vendor. We expect our vendors to comply with the requirements of the Criminal Finances Act 2017.

11. HONESTY, INTEGRITY AND TRANSPARENCY

The vendor shall maintain transparent and up to date books and records to demonstrate compliance with this code and applicable governmental and industry regulations. R&Q reserves the right to audit compliance with this Code. Audits are facility inspections that include worker interviews and a review of vendor records and business practices. Such audits are conducted by R&Q or its appointed partner. If an audit identifies a violation of this Code, vendors shall act promptly to correct the situation to R&Q satisfaction, with a corrective action plan.

12. REPORTING

Vendors are responsible for prompt reporting of actual or suspected violations of law, this Code, and any contractual relationship with R&Q. This includes violations by any worker or agent acting on behalf of either the vendor or R&Q. You may report a violation via e-mail using the following address: procurement@rqih.com. The vendor shall be capable to disclose all the potential sources of primary origins (country of origin) associated with goods and services. R&Q reserves the right to ask the vendor to create, at a point of time, full supply chain mapping back to origin to facilitate assessment of upstream supply chain compliance.

13. BUSINESS CONTINUITY PLANNING

The vendor shall be prepared for any disruptions of its business (e.g. natural disasters, terrorism, software viruses and pandemics). This preparedness especially includes disaster recovery plans to protect both employees and the environment as far as reasonably possible from the effects of possible disasters that arise within the domain of operations.

14. GOVERNMENT, MEDIA AND INVESTOR RELATIONS

The vendor shall not instigate any form of publicity or make any statement or submission to investors, the media or government referring to R&Q, without first obtaining prior written permission from the R&Q (except where required by Government or under the law). The vendor must submit any such request to R&Q via e-mail using the following address: tim.riddell@rqih.com for authorisation.

VENDOR CODE OF CONDUCT COMMITMENT:

I, the undersigned, acting as a representative of the vendor, hereby confirm that I have read the vendor Code of Conduct and shall ensure that our vendors adhere to the Code of Conduct also, in order to enforce and promote sound social, ethical, environmental and economic practises.

Signature: _____

Name: _____

Position: _____

Company name: _____

Date: _____