



## SUPPLIER CODE OF CONDUCT

UnitedHealth Group is a well-diversified health and well-being company providing products and services through two distinct platforms: UnitedHealthcare, which provides health care coverage and benefit services; and Optum, which provides information and technology-enabled health services.

UnitedHealth Group and its subsidiaries and affiliates around the world (“we” or “the Company”), is a mission-driven company, committed to helping people live healthier lives and helping to make the health care system work better for everyone. Our work is guided by six values that best describe how we aspire to conduct ourselves and our business: **Integrity, Compassion, Inclusion, Relationships, Innovation and Performance.**

**Integrity** is the foundation for each of the five other values and everything we do at UnitedHealth Group. We are committed to operating under the highest ethical standards of integrity, honesty, respect, responsibility and compliance with the laws and regulations that govern our business activities around the world. Our customers expect this commitment from us and we expect the same from the individuals and entities we engage in supporting our business activities.

We seek to establish and maintain strong business relationships in alignment with our values and commitments. This Supplier Code of Conduct (“the Code”) is a set of standards for ethical and legal business practices by which we require and expect our Business Partners (Suppliers) to abide by when conducting any business activities with us or on our behalf. When doing business with UnitedHealth Group, our affiliates, and subsidiaries, we expect our Suppliers to uphold the same ethical, social, and environmental standards in their own operations, supply base, and business relationships, in accordance with applicable local law or regulation.

For purposes of this Code, Supplier (“you”) means an individual or entity that provides us services and/or goods, that provides services and/or goods to others on our behalf, or that has a business partnership with us. For purposes of this Code, “Associate” means director, employee, agent, contractor, subcontractor, or any other individual or entity related to the Supplier in conducting any and all business activities with us or on our behalf.

### LABOR PRACTICES AND HUMAN RIGHTS

We are committed to applying and promoting socially responsible practices that respect and protect the personal dignity, privacy, and rights of all people we employ, do business with, and serve.

We expect our Suppliers to respect all internationally recognized human rights<sup>1</sup> in their own operations, supply base, and business relationships in keeping with the spirit of the United Nations Guiding Principles for Business and Human Rights<sup>2</sup> (UN Guiding Principles) and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work<sup>3</sup> (ILO Declaration).

#### **Discrimination, Harassment or Abuse**

- You shall not engage in or tolerate any discriminatory conduct against any person on the basis of any condition or characteristic, including race, age, gender, gender identity and/or expression, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, pregnancy, or marital status, which is protected by law.
- You shall not use or tolerate the use of any form of physical, sexual, psychological or verbal abuse, coercion or threats, or any form of harassment.
- You shall comply with all applicable nondiscrimination laws and regulations and must appropriately address any alleged unacceptable treatment against your Associates.
- You shall provide fair and equal treatment in the areas of recruitment, hiring, promotion, discharge, and all other terms and conditions of work.

#### **Forced Labor**

- You shall not use or tolerate the use of any illegal form of forced labor, including, bonded, indentured or involuntary prison labor, or engage in any form of slavery or human trafficking.
- You shall not use or purchase supplies or materials that are knowingly produced using any illegal form of forced labor.
- You shall respect your Associates' freedom of movement and termination of employment or business relations at will.

#### **Underage Labor**

- You shall comply with all age-related working restrictions defined by applicable laws and regulations and must not employ anyone who is under the legal working age.

#### **Working Hours and Compensation**

- You shall not require your Associates to work more than the maximum number of hours of daily labor set by applicable laws and regulations.
- You shall provide your Associates wages and benefits that meet or exceed applicable laws and regulations, collective bargaining agreements and industry standards.
- You shall compensate your Associates for overtime hours, if applicable, at or above the rate required by applicable laws.

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<sup>1</sup> "Internationally recognized human rights" are understood, at a minimum, as those expressed in the [International Bill of Human Rights](#) and the [ILO Declaration on Fundamental Principles and Rights at Work](#).

<sup>2</sup> [UN Guiding Principles on Business and Human Rights](#)

<sup>3</sup> [ILO Declaration on Fundamental Principles and Rights at Work](#)

## **Health and Safety**

- You shall provide your Associates a safe and healthy work environment by fully complying with all applicable health and safety laws, regulations, and standards.
- You shall take proactive measures that support accident prevention and minimize health risk exposure, including the provision of appropriate training and awareness to your Associates.
- While on our sites and within our facilities you shall abide by our health and safety policies, safeguard your Associates, and take all reasonable precautions to protect the health and well-being of our employees, guests, and surrounding communities affected by our activities.
- While on our sites and within our facilities you shall promptly report accidents, injuries, or occupational illnesses and unsafe practices or conditions to one of our representatives.

## **Freedom of Association and Collective Bargaining**

- You shall recognize, respect, and protect your Associates' right to freedom of association and collective bargaining in accordance with applicable laws and regulations.

## **Inclusive Supply Chain**

- We recognize the importance of an inclusive supply chain and are committed to ensuring that diversity and inclusion is an integral part of our strategic sourcing and procurement processes. We support use of diverse suppliers (defined as a supplier who maintains a valid certification as a minority, women, veteran, LGBTQ+, disabled or service-disabled owned business), to the maximum practicable opportunity to participate in any subcontracts or orders in support of our business.

## **Grievance Mechanism**

You and your Associates are required to speak up and report violations of this Code of Conduct right away.

- You shall not retaliate against Associates who report abuse, discrimination, ethical concerns, or other violations of law.
- You shall ensure your Associates have awareness of and access to our Compliance & Ethics HelpCenter to report grievances. ([www.uhghelpcenter.ethicspoint.com](http://www.uhghelpcenter.ethicspoint.com)).

## **ANTI-CORRUPTION AND GOVERNMENT INTERACTIONS**

We are committed to complying with the anti-corruption laws and regulations of every country in which we operate, including, but not limited to the United States Foreign Corrupt Practices Act (FCPA) and the U.K. Anti-Bribery Act. We refrain from engaging in any form of corruption or illegal or unethical act to obtain and maintain our business and we expect the same from our Suppliers.

## **Anti-Bribery**

- You shall not engage in or tolerate any kind of bribery and shall not promise, offer, provide, or authorize anything of value, including without limitations payments, gifts, travel, meals, entertainment, political contributions, and contributions of any kind or nature, such as donations and sponsorships or favors, to

any Government Official to improperly influence any act or decision-making in violation of law. A Government Official includes any government officer or employee at any level (international, national, state, or local), a Government Official's family members, employees of any government-owned enterprise, political parties, party officials, and any candidate for political office.

- You shall not request, authorize, or tolerate any kind of bribery or any other kind of illegal or unethical action from others for us, in our name, on our behalf or any other way related to your business activities with us or on our behalf.

### **Facilitation Payment**

- Facilitation payments are payments made to Government Officials in order to expedite their performance of routine, non-discretionary duties or actions (such as processing of licenses). You shall not make or authorize, directly or indirectly through others, facilitation payments to Government Officials while conducting business activities with us or on our behalf.

### **Business Courtesies**

- While supporting our business, you shall not provide Business Courtesies to Government Officials unless previously and expressly authorized by one of our Compliance Representatives. Business Courtesies include, without limitations, gifts, entertainment, travel, and meals.
- In those rare situations where you must provide gifts, entertainment, or something of value to Government Officials on our behalf, you must seek prior written consent from UHG's Compliance Office and record the transactions accurately on your invoices to UHG so that the purpose and amount associated with each transaction is clear. You must not make false, misleading, or incomplete entries. This requirement applies to all transactions and expenses, whether or not they are material from an accounting perspective.

## **ETHICAL BUSINESS PRACTICES AND INTERACTIONS**

We are committed to operating under the highest ethical business practices and standards. We seek competitive advantages only through legal and ethical business practices. Our business decisions and actions are based on the best interests of our Company and not on our personal interests or relationships.

### **Conflicts of Interest**

- You shall not engage in any activity or relationship that may cause or appear to cause a conflict with the interest of our Company while conducting business activities with us or on our behalf.
- Your relationships with others shall not affect your independent and sound judgment in doing business with us or on our behalf.

### **Business Courtesy**

- You shall not make, use, or tolerate the use of Business Courtesies (meals, entertainment, gifts, travel, or other items of value) with the purpose of influencing decision-making by our employees, our affiliates, and others.

- If you wish to offer a Business Courtesy to any of our employees you must observe the restrictions and limitations defined in our internal policies which can be made available to you upon request. Our employees are properly trained on such policies and may assist you in case of any questions or concerns. Any Business Courtesies, offered or accepted, must comply with applicable laws or regulations.

### **Insider Trading**

- You shall not purchase or sell our Company's securities (stock, option, etc.) if you have any non-public material information about our Company. Non-public material information is information which is not available to the general public and which could influence an investor to buy, sell, or hold securities, with the objective of gaining profit or advantage in the market.
- You shall not purchase or sell securities (stock, option, etc.) of any other company if you have any non-public material information about the other company as a result of your work with us.
- You shall not disclose any non-public material information about our Company or other companies which you have obtained as a result of your work with us or on our behalf.

### **Antitrust**

- You shall conduct your business in full compliance with applicable antitrust and fair competition laws and regulations designed to protect companies against unfair business practices and to promote a competitive economy.
- You shall not engage in or tolerate monopolization, price fixing, price discrimination, or other unfair trade practices in violation of applicable antitrust laws.
- You shall exercise caution when interacting with our competitors on our behalf and shall obtain approval and guidance from the Company before doing so.

### **TRADE AND EXPORT CONTROLS**

We are committed to complying with all applicable export, import, and trade laws and regulations in all countries in which we do business.

- You shall comply with applicable export, import, and trade laws and regulations when transferring products or services nationally and internationally.
- You shall comply with all applicable mandated trade embargoes and economic sanctions.
- You shall not directly or indirectly engage in, tolerate, or support any terrorist activity.

### **BUSINESS RECORDS**

We are committed to the integrity of our business records and to ensuring that our books, records, accounting, and financial reporting are accurate and complete and properly reflect the actual transaction or event recorded.

- You shall maintain accurate and timely financial books, records, and statements pertaining to your own business in accordance with applicable laws and regulations.
- Any financial records you submit to us or create on our behalf must be accurate and complete and must comply with all applicable industry or professional standards.
- You shall not make false, misleading, or incomplete entries. This requirement applies to all transactions and expenses, whether or not they are material from an accounting perspective.
- You shall create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements.

## **ENVIRONMENTAL PROTECTION**

We are committed to addressing the negative impacts the changing environment has on human health and climate risk management is a key component of our ongoing sustainable procurement activities. Through collective effort and long-term commitments with our Suppliers, we aim to minimize our environmental impact and the greenhouse gas footprint of our supply chain.

- You shall comply with applicable environmental laws and regulations regarding hazardous materials, air emissions, waste, and wastewater discharges, including the manufacture, transportation, storage, and disposal of such materials.
- You shall conduct your operations applying proper measures to minimize adverse impacts upon natural resources, the environment, your Associates, and the community.
- You shall obtain and maintain current any required environmental permits, licenses, and registrations and comply with operational and reporting requirements.
- We encourage you to make best commercial efforts to track, report, and minimize your greenhouse gas emissions associated with your operations and value chain.
- We encourage you to join us in setting greenhouse gas emissions reduction targets that are science-based and aligned with limiting global warming to 1.5°C above pre-industrial levels.
- We encourage you to engage with your other value chain partners on sustainability and climate-related issues to cascade and incentivize environmental ambition.

Specific requirements for greenhouse gas emissions data disclosure, reduction targets, and attained reductions may be set forth in a separate agreement between the parties if deemed appropriate by UnitedHealth Group.

## **PROTECTION OF ASSETS, INFORMATION, AND INTELLECTUAL PROPERTY**

We are committed to protecting our Company's assets and confidential and proprietary information. We are committed to properly maintaining the privacy and security of all information that we collect, use, or that is entrusted to our care.

- You shall take all reasonable efforts and precautions to protect any of our properties and assets (including without limitation our intellectual property and confidential information) that you may have access to as a result of doing work for us or on our behalf.
- You shall not use our property and assets except as necessary to perform your work for us or on our behalf and shall make sure any use is in accordance with any confidentiality, or other contractual agreements you have with us.
- You shall only use and disclose our sensitive information you have access to or create as a result of your work with us or on our behalf as permitted by law and the contractual agreements you have with us.
- You shall ensure to collect, store, and disclose personal information you have access to as a result of your work with us or on our behalf as necessary and to the extent required for business purposes, in a secure manner appropriate to the sensitivity of the information and applicable law and regulations.

## **PROMOTING COMPLIANCE AND ETHICAL CONDUCT**

### **Ethical Conduct**

We are committed to promoting the highest standards of business practices, ethical behavior, integrity, and regulatory compliance.

- You shall apply and promote the highest possible standards of ethical behavior, personal and institutional integrity in your interactions with customers, employees, partners, and other stakeholders, including governments and the public.
- You shall establish and maintain appropriate policies and processes to promote ethical business practices and regulatory compliance by your Associates. The types of policies and processes, such as training, monitoring, and auditing, will depend on the business you are in, the type of work you do, and the number of employees you have.

### **Artificial Intelligence and Machine Learning**

We are committed to the responsible use of artificial intelligence and machine learning systems (“AI/ML Solutions”) across their lifecycle.

- To achieve this goal, meet the needs of those we serve, and support our business, we strive to ensure that AI/ML Solutions are procured, developed, and deployed ethically, responsibly, and in compliance with applicable laws, regulations, contracts, our corporate policies, and this Code of Conduct.
- You shall establish and maintain appropriate policies and processes to promote the responsible use of AI/ML Solutions you provide or utilize in providing products or services to us.
- You shall cooperate with our efforts to determine if any AI/ML Solution you wish to provide to us, or use in connection with providing services to us, complies with our responsible use policies, including whether the AI/ML Solution exhibits bias or similar unintended outcomes.

## **SUBCONTRACTORS**

You will obtain our written approval prior to engaging any subcontractors to perform any service for or on behalf of UnitedHealth Group, unless otherwise stated in a written agreement. You will only use subcontractors or other third parties who comply with all applicable laws and regulations, and who adhere to the same standards set forth in this code.

## **COMPLIANCE MONITORING**

We reserve the right to conduct, or have conducted on our behalf, audits of Supplier facilities and business practices in order to monitor your commitment to this Code.

- Upon request, you shall provide written documentation of actions undertaken to evidence the fulfillment of any and all of the requirements identified in this Code of Conduct.
- Upon receipt of reasonable advance notice, you shall facilitate and fully cooperate with the realization of any assessment, audit, or inspection by us, or our representative, of your facilities and/or business practices.
- Based on the findings of any such assessment, audit, or inspection, you shall implement timely and appropriate corrective measures.

## **RESPONSIBILITY FOR REPORTING**

You shall report any unethical or unlawful conduct related in any way to our business; you may contact your representative within our Company or:

UnitedHealth Group Compliance & Ethics ([EthicsOffice@uhg.com](mailto:EthicsOffice@uhg.com));

UnitedHealth Group International Compliance ([InternationalCompliance@uhg.com](mailto:InternationalCompliance@uhg.com));

The Compliance & Ethics HelpCenter ([www.uhghelpcenter.ethicspoint.com](http://www.uhghelpcenter.ethicspoint.com)).

**THE COMPANY RESERVES THE RIGHT TO TERMINATE BUSINESS WITH ANY BUSINESS PARTNER THAT FAILS TO COMPLY WITH THIS CODE OR WITH APPLICABLE LAWS AND REGULATIONS.**