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INTRODUCTION

Lemonade considers corporate integrity, responsible sourcing, and the safety of workers across the global supply chain to be of paramount importance. Lemonade expects our Vendors to act with the utmost integrity when conducting business on behalf of Lemonade. It is unacceptable to engage in any conduct that is unethical or illegal.

This Code of Conduct provides guidance to all Lemonade vendors, service providers, consultants, business partners, independent contractors, and agents, as well as their subcontractors and/or subagents, and each of their respective affiliates (“you” or "Vendor").

This Code of Conduct (or "Code") establishes the minimum standards that we expect our Vendors to adhere to when doing business with Lemonade. We understand that this Code may not cover every situation. In the event that a particular situation is not covered by the Code, we expect our Vendors to exercise good judgment and to conduct business in an honest and ethical manner.

HONEST AND ETHICAL CONDUCT

Conflicts of Interest

We expect our Vendors to engage in fair dealings, and to avoid all conflicts of interest or the appearance of conflicts of interest in their work with us. If a Vendor has knowledge of familial or personal relationships—between its owners or personnel, on the one hand, and Lemonade employees who may have the ability to influence contracts, or who have a financial interest with the Vendor, on the other hand—these conflicts of interest should be disclosed.

Gifts and Entertainment

Vendors should exercise good judgment when providing gifts or entertainment to Lemonade employees. Vendors should never offer cash, favors, gifts, or entertainment to Lemonade's team members that are of more than a nominal value. Also, Lemonade’s employees should never solicit cash, gifts, favors, or entertainment from Vendors.

Confidentiality

Our confidential information is very important to us. Vendors should never share Lemonade’s confidential information with third parties unless Lemonade approved both the third party and the information to be shared with them, and only if the third party signed an appropriate non-disclosure agreement.
Moreover, Vendors should not share Lemonade’s confidential information with its personnel unless they have a legitimate need-to-know.

We also respect the confidentiality of third parties. If a third party shares confidential information with a Vendor, the Vendor should not share it with Lemonade, unless the Vendor expressly has the right to do so.

**Privacy and Information Security**

Lemonade considers privacy and security to be fundamental. To that end, Vendors must protect the personal information of everyone with whom they do business, including customers, suppliers, and personnel. This includes the expectations that Vendors will only collect, hold, and use information that is absolutely necessary for legitimate business purposes, and only for as long as necessary. Vendors must also take appropriate measures to prevent unauthorized access, use and disclosure of information. If a Vendor ever suspects that any Lemonade confidential information was inadvertently disclosed or compromised, they must immediately report it to Lemonade via Procurement (procurement@lemonade.com) and our InfoSec team (security@lemonade.com).

**Intellectual Property**

We respect the intellectual property rights of third parties. As a result, we expect our Vendors to do the same. Vendors should never use intellectual property in their business dealings with Lemonade unless they have the right to do so. For example, all software that you use in your work for Lemonade must be appropriately licensed and approved. Any non-licensed software should be removed. Vendors may not make, use, or share illegal or unauthorized copies of software or other copyrighted material.

We also value the intellectual property that we develop, either directly or by working with our Vendors. Therefore, Vendors must promptly disclose to us all inventions or other intellectual property created or improved as part of your work for us.

**Complying with Contracts**

We expect Vendors to comply with their agreements with Lemonade. When Vendors do not abide by their agreements, it may damage the relationship, and it may also result in financial and/or legal consequences.

**Communicating with Others**

Vendors should not speak on behalf of Lemonade. Any use of Lemonade’s name, brand, or logo must be pre-approved by Lemonade. Likewise, any testimonials or endorsements by Lemonade of
a Vendor’s products or services must be pre-approved by Lemonade. Any approvals may be withdrawn by Lemonade at its discretion. If a Vendor is contacted by a member of the media, they should refer the inquiry to Lemonade’s press team. Any of the above instances should inquire with press@lemonade.com.

**Responsible Materials Sourcing**

We expect our Vendors to engage in responsible sourcing of materials that do not directly or indirectly benefit armed groups that commit human rights abuses. Vendors must exercise due diligence on the source and chain of custody of materials used in the supply chain for Lemonade.

**COMPLIANCE WITH LAWS**

We respect and comply with all laws, rules and regulations. Our Vendors should do so as well. To that end, Vendors must comply with all applicable national and local laws and regulations, including laws and regulations relating to or with respect to their business dealings with Lemonade. Where this Code of Conduct requires Vendor to meet a higher standard than set out by law or regulation, Vendor is expected to meet those higher standards. Without limiting the foregoing, below are some laws that we expect Vendors to comply with.

**Insurance Laws and Regulations**

Since Lemonade’s affiliates offer insurance, parts of our business are subject to laws and regulations regarding insurance. We expect all of our Vendors who are engaged in insurance-related activities on behalf of Lemonade to be properly licensed, and to comply with all insurance laws and regulations. If a Vendor is ever contacted by a regulator regarding its dealings with or on behalf of Lemonade, we expect the Vendor to promptly notify us (unless the Vendor is legally prohibited from doing so). If we ever receive an inquiry or proceeding by a regulator that relates to the services that a Vendor provides us, we expect the Vendor to cooperate with us in any regulatory proceeding or inquiry.

**Anti-Corruption**

All forms of bribery and corruption are prohibited. Vendors must never offer or accept any form of bribery, corruption, extortion, or embezzlement. Vendors may not make illegal payments, gifts, or charitable contributions, directly or indirectly. In addition, Vendors must implement sufficient monitoring and enforcement procedures to ensure compliance with all anti-corruption laws.
Insider Trading

We believe in transparency and trust that the information we share with Vendors about Lemonade’s business will be kept secure and private. However, Vendors may never use any non-public information to buy or sell securities. Also, you may not offer tips or advise others to do so.

Money Laundering

Vendors may not engage in money laundering. Money laundering occurs when individuals or organizations attempt to conceal illicit funds or make such funds look legitimate.

Antitrust

Antitrust laws govern relationships between a business and its competitors. Collusion among competitors is illegal and the consequences for violating antitrust laws are very serious. We expect our Vendors to refrain from colluding with their competitors. Likewise, we expect that our Vendors will not collude with our competitors on our behalf. Vendors should never discuss or reach agreement with competitors on topics such as price, margins, costs, allocation of products, markets or territories, or boycotts of any customers or suppliers, among other off-limit topics.

LABOR AND HUMAN RIGHTS

Slavery and Human Trafficking

We are committed to respecting human rights. This includes the right that all labor must be voluntary. Vendors shall not support or engage in slavery or human trafficking in any part of its supply chain. Without limiting Vendor’s obligations hereunder, Vendor shall not or engage in, or require, any compelled, involuntary, or forced labor, or labor to be performed by children (under the age of 15; workers between the age of 15 and 18 may not perform hazardous work).

Vendors shall not require any worker to surrender control over original identification papers or documents giving a foreign worker the right to work in the country; identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or documents, such as a birth certificate, evidencing the worker’s age. Furthermore, Vendors shall not require any worker (or worker’s spouse or family member) to, directly or indirectly, pay recruitment or other fees or other amounts (monetary or in-kind) to obtain work.

Vendors should implement and maintain a reliable system to verify the eligibility of all workers, including age eligibility and legal status of foreign workers. Vendors shall also implement and maintain a reliable record-keeping system regarding the eligibility of all workers.
Hazardous Work

Vendors must not support or engage in or require any hazardous labor to be performed by any person under the age of 18. Hazardous labor involves any work that, by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health of the worker or coworkers if adequate protections are not taken.

Freedom of Movement

Vendor shall ensure that workers have the right to freedom of movement without delay or hindrance, and without the threat or imposition of any discipline, penalty, retaliation, fine, or other monetary obligation. Worker freedom of movement rights include each worker’s right to leave work without retaliation at the end of each workday, based on reasonable health and safety-related justifications, and based on any reasonable circumstances (such as personal or family emergencies).

Freedom to Terminate Employment

Vendors shall allow workers to terminate their employment or work arrangement without restriction, and without the threat or imposition of any discipline, penalty, retaliation, fine, or other monetary obligation.

Compensation and Benefits

Vendor must compensate all workers with wages—including overtime premiums, and benefits—that meet whichever of the following is higher:

- the minimum wage and benefits established by applicable law;
- collective agreements; or
- industry standards.

Vendors shall make wage payments within the period required by law—but in no event later than monthly—and provide benefits on a timely basis.

Vendor’s obligation to compensate and provide benefits applies to all workers at all times, including during periods of training, apprenticeship, and probation.

Vendors shall not make any deductions from wages, except income tax withholding and other deductions that are legally allowed.
Vendor shall provide proof of payment to workers in the workers' native language showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions; ensure that proof of payment is accurate, clearly calculated, and enables workers to quickly verify the amount of payment and method of calculation; and maintain proper documentation of wage payments for their internal records.

**Working Hours**

Vendors shall not require or allow workers to work more than the maximum legally permitted number of regularly paid hours worked per week. Vendors shall allow workers to take reasonable rest breaks, including bathroom breaks, and reasonable meal breaks per day in the middle of their workday. Vendors shall also not require workers to work during their designated rest and meal periods; and Vendors must permit workers to take paid or unpaid leave as allowed by law.

Vendors shall, where necessary, use an industry-accepted time-keeping system to track their employees’ working hours; and develop work-hour policies to ensure compliance with this Code of Conduct and applicable law.

**No Discrimination, Abuse, or Harassment**

Vendor shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.

Vendors shall treat workers with respect and dignity. Vendors shall not subject their workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment.

**Freedom of Association and Collective Bargaining**

Vendors shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

Without limiting Vendor’s obligations set out above, Vendor shall not:

- take any action to prevent or suppress the workers' exercise of freedom of association or collective bargaining rights;
- discriminate or retaliate against, or discipline or punish, any worker who supports or exercises freedom of association or collective bargaining rights;
• discriminate or retaliate against, or discipline or punish, any worker who raises collective bargaining compliance issues; or
• discriminate or retaliate against, or discipline or punish, any worker based on union membership or the worker's decision to join (or not join) a union.

**HEALTH AND SAFETY**

It's important that Vendors provide a safe, healthy, and sanitary working environment. Vendors are expected to implement procedures and safeguards to prevent workplace hazards and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards.

Vendors should also provide their workers adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work.

**Workspaces**

Vendors should ensure that their workspaces meet all applicable building codes and industry design and construction standards; obtain and maintain all construction approvals required by law; obtain and maintain all zoning and use permits required by law; and post safety rules, inspection results, incident reports, and permits, as required by law.

It is incumbent on Vendors to have and maintain:

• an adequate evacuation plan;

• adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes, including exits doors, aisles, and (fire-rated and enclosed) stairwells;

• a sufficient number of emergency exit doors, which are located on all sides of each building, are unlocked (from the inside), and are readily opened from the occupied side and swing in the direction of emergency travel;

• visible and accurate evacuation maps posted in the local language, and including a "you are here" mark;

• adequate ventilation and air circulation;

• adequate lighting;

• adequate first aid kits and stations;
● adequate fire safety, prevention, alarm, and suppression systems;
● adequate access to potable water; and
● adequate access to private toilet facilities.

In addition, if Vendor provides dining facilities for its workers, it shall provide safe, healthy, and sanitary facilities (including food preparation and storage areas) that comply with all the standards set out in the Health and Safety section of this Code of Conduct. Without limiting Vendor’s obligations hereunder, Vendor shall obtain and maintain all food preparation permits and health certificates required by law.

ENVIRONMENTAL PROTECTION

It is important that we protect our environment. As such, we expect Vendors to comply with all environmental laws, including laws and international treaties relating to waste disposal, emissions, discharges, and hazardous and toxic material handling. Vendor must also ensure that the goods that it provides Lemonade (including the inputs, components that it incorporates into its goods, and packaging) comply with all environmental laws and treaties.

CONSEQUENCES FOR VIOLATING THE CODE

Lemonade may terminate its business relationship (including any purchase order(s) and purchase contracts) with Vendor if Vendor fails to meet the expectations set forth under this Code of Conduct.

REPORTING CONCERNS

We expect Vendor to report any violations or suspected violations of the Code of Conduct to Lemonade's Head of Procurement at procurement@lemonade.com, or by reporting concerns to our hotline, here. Reports can be filed 24/7/365, and anonymously if the reporter so chooses.

Lemonade and Vendor will not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct.
OTHER IMPORTANT INFO

Lemonade may update this Code of Conduct in the future. The changes may be minor, or they may be significant. Vendor acknowledges that Lemonade may, in its discretion, conduct audits to confirm Vendor's compliance with this Code of Conduct. Vendors shall cooperate with any information requests or audits we may initiate to confirm that they are meeting their responsibilities.

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