

# Code of Conduct for Business Partners

## 1. Requirements for Business Partners

In accordance with the provisions of the German Supply Chain Duties Act (LkSG), the MADSACK Media Group is obliged to ensure that its business partners comply with the following points:

### 1.1 Social Responsibility

#### a) Prohibition of child labor

Child labor may not be used at any stage of the supply chain. Business partners are requested to comply with the recommendation from the ILO conventions on the minimum age for the employment of children. Accordingly, the age should not be less than the age at which compulsory education ends according to the law of the place of employment and in any case not less than 15 years. If children are found at work, the business partner must document the measures to be taken to remedy the situation and enable the children to attend school. The rights of young workers must be protected. People under the age of 18 may not be employed for work that is harmful to the health, safety or morals of children.

#### b) Exclusion of forced labor

No forced labour, slave labour or work of a similar nature may be used. All labour must be voluntary and without threat of punishment. Furthermore, there must be no unacceptable treatment of labour.

#### c) Prohibition of discrimination

Discrimination through unequal treatment of employees in any form is not permitted unless it is justified by the requirements of the employment. This applies, for example, to discrimination based on gender, caste, national, ethnic or social origin, skin colour, disability, health status, political beliefs, ideology, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of each individual are respected.

#### d) Remuneration

Remuneration for regular working hours and overtime must correspond to the national statutory minimum wage or the minimum standards customary in the industry if there are no statutory regulations. Employees must be granted all legally prescribed benefits. Wage deductions as punitive measures are not permitted. The business partner must ensure that employees receive clear, detailed and regular information on the composition of their remuneration.

#### e) Working hours

Working hours must comply with applicable laws or industry standards if there are no statutory regulations.

**f) Health protection, safety in the workplace**

The business partner is responsible for a safe and healthy working environment. Necessary precautionary measures against accidents and damage to health that may arise in connection with the work shall be taken by setting up and applying appropriate occupational safety systems. Suitable measures must be taken to prevent excessive physical or mental fatigue. Employees shall have access to sufficient quantities of drinking water and clean sanitary facilities.

**g) Freedom of association**

The right of employees to form and join organisations of their choice, to engage in collective bargaining and to strike must be respected. In cases where freedom of association and the right to collective bargaining are restricted by law, alternative possibilities for independent and free association of workers for the purpose of collective bargaining must be provided. Employee representatives must be protected from discrimination. Employees must not be discriminated against on the basis of their founding, joining or membership of such an organisation.

**h) Use of security forces**

The hiring or use of security forces must be prohibited if persons are treated or injured in an inhumane or degrading manner or if freedom of association is impaired.

**i) Preservation of natural resources**

The business partner may not deprive people of land, forests or waters whose use secures their livelihoods in violation of legitimate rights. The business partner must refrain from harmful changes to the soil, water and air pollution, noise emissions and excessive water consumption if this harms the health of people, significantly impairs the natural basis for food production or prevents people from having access to clean drinking water or sanitary facilities.

**j) Complaint mechanisms**

The business partner must pass on information received from the MADSACK Media Group regarding accessibility, responsibility and the implementation of a complaints procedure to its employees in an appropriate manner. The complaints procedure must be accessible to employees while maintaining confidentiality of identity and effective protection against discrimination. In the absence of a notice, the business partner itself is responsible for establishing an effective grievance mechanism at company level for individuals and communities that may be affected by adverse impacts.

**k) Dealing with conflict minerals**

Where applicable, the business partner for conflict minerals such as tin, tungsten, tantalum, gold, cobalt establishes processes in accordance with the Organisation for Economic Co-operation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and expects its business partners to do the same.

## **1.2 Ecological responsibility**

### **a) Treatment and discharge of industrial wastewater and management of air emissions**

The business partner must minimise and/or label and/or monitor all emissions into the air, water or soil in accordance with legal regulations.

### **b) Handling of waste and hazardous substances**

The business partner shall follow a systematic approach to recycle solid waste. The prohibitions on the export of hazardous waste in the Basel Convention of 22 March 1989, as amended, must be observed. Chemicals or other materials that pose a risk if released into the environment must be identified and handled in such a way that safety is ensured during handling, transport, storage, utilisation, recycling or reuse and disposal. Mercury shall be used in accordance with the prohibitions of the Minamata Convention of 10 October 2013 and persistent organic pollutants in accordance with the Stockholm Convention of 23 May 2001, as amended.

### **c) Reduce consumption of raw materials and natural resources**

The business partner shall reduce the use and consumption of resources and the generation of waste of any kind, including water and energy. This is done either directly at the point of origin or through procedures and measures, e.g. by changing processes or procedures in the company, by using alternative materials, by saving, by recycling or by reusing materials.

### **d) Dealing with energy consumption/efficiency**

The business partner must monitor and document energy consumption. Economic solutions must be found to improve energy efficiency and minimise energy consumption.

## **1.3 Ethical business behaviour**

### **a) Fair competition**

The applicable standards of fair business, fair advertising and fair competition must be observed. In addition, the applicable antitrust laws must be applied, which in particular prohibit agreements and other activities that influence prices or conditions when dealing with competitors. Furthermore, these regulations prohibit agreements between customers and suppliers that are intended to restrict customers in their freedom to determine their prices and other conditions for resale autonomously.

### **b) Confidentiality/data protection**

The business partner undertakes to fulfil the reasonable expectations of its client, suppliers, customers, consumers and employees with regard to the protection of personal data. The business partner must comply with the laws on data protection and information security, in particular the EU General Data Protection Regulation (GDPR) and the official regulations, when collecting, storing, processing, transmitting and passing on personal data.

**c) Intellectual property**

Intellectual property rights must be respected; technology and expertise must be transferred in such a way that intellectual property rights and customer information are protected.

**d) Integrity/bribery, taking advantage**

Compliance with anti-corruption laws must be ensured in all business activities and suitable procedures for monitoring and enforcing the standards must be applied. Bribery, corruption, extortion and embezzlement are not permitted.

**2. Implementation of the requirements**

Under the LkSG, the MADSACK Media Group and its business partners are obliged to identify risks within their supply chains and to take appropriate measures. In the event of suspected violations and to safeguard supply chains with increased risks, the business partner will inform the MADSACK Media Group promptly and, if necessary, regularly about the violations and risks identified and the measures taken.

The MADSACK Media Group can check compliance with the standards and regulations listed in this document using a self-assessment questionnaire and risk-based audits at the business partner's sites. The business partner agrees that the MADSACK Media Group may carry out such audits at regular intervals or for specific reasons to verify compliance with the Code of Conduct at the business partner's premises during normal business hours after reasonable advance notice by persons authorised by the MADSACK Media Group. The Business Partner may object to individual audit measures if these would violate mandatory data protection regulations.

If a breach of the provisions of this Code of Conduct is identified, the MADSACK Media Group will inform the business partner immediately in writing within one month and set him a reasonable grace period to bring his behaviour into line with these regulations. If a remedy is not possible in the foreseeable future, the business partner must notify MADSACK Media Group immediately and, together with MADSACK Media Group, draw up a concept with a timetable for ending or minimising the breach. If such a breach occurs culpably, the grace period expires without result or the implementation of the measures contained in the concept does not remedy the situation after the expiry of the time schedule and makes a continuation of the contract until the ordinary termination unreasonable for the MADSACK Media Group and no milder means are available, the MADSACK Media Group may terminate the business relationship with the business partner and terminate all contracts after the fruitless expiry of the set deadline if it has threatened to do so when setting the grace period. A statutory right to extraordinary cancellation without setting a grace period, in particular in the case of very serious violations, remains unaffected, as does the right to compensation.

### **3. acknowledgement and consent of the business partner**

By signing this document, the business partner undertakes to act responsibly and to comply with the principles/requirements listed. The business partner undertakes to communicate the content of this Code of Conduct to its employees, agents and subcontractors in a manner that is comprehensible to them and to take all necessary precautions for the implementation of the requirements.