

## **Bauer Media Group (BMG) Supplier Code of Conduct (Supplier Code)**

### **1. Introduction**

At BMG we operate an integrity-based approach to our supply chain and to our social responsibilities and seek to work with suppliers who share the same values. Therefore, we expect all our suppliers to comply with all applicable laws and adhere to internationally recognized human rights and environmental standards and regulations. We also require all of our suppliers to commit to complying with all of the principles described in this Supplier Code and address these expectations appropriately along their own supply chains.

### **2. BMG's Integrity-Based Approach to Our Suppliers**

BMG will always treat all actual and potential suppliers fairly and objectively. All reasonable attempts will be made to assist suppliers overcome difficulties and improve their performance for us. All of our suppliers should uphold the highest standards of integrity, transparency and governance and we require suppliers to adhere to service level agreements which are underpinned by such concepts.

As part of our approach to our supply chain, environmental and social responsibility are areas that BMG considers key to promoting good sustainable practices and standards. Indeed, we always seek to continuously exceed these practices and standards, and we expect the same from our suppliers.

### **3. Human Rights & Modern Slavery**

Our Supplier Code is rooted in a deep commitment to human rights. We expect all Suppliers to commit to human rights and honour this highest standard when applicable laws and regulations differ.

Your employees should be free to leave their employment after giving reasonable notice and not be required to lodge deposits or payments with their employers.

There should be no form of forced, bonded, involuntary labour or human trafficking. Specifically, suppliers must not engage in any form of slavery or other practices like slavery, serfdom or other forms of domination or oppression in the workplace and take all reasonable measures to ensure its full supply chain does similarly not engage in any such acts. For more information, please see our human rights and modern slavery statements.

#### **4. Employment contracts and fair compensation**

Your employees should have a written contract of employment in line with local legislation that is clear about wages. Wages and benefits must correspond to an adequate living wage, which amounts to at least the legal minimum wage as laid down by the applicable law. All deductions from wages should be lawful or with the express permission of the employee.

#### **5. Freedom of association**

Your employees should be free to join or form trade unions, to strike and to bargain collectively, in accordance with relevant legislation. Your employees should not be discriminated against for their membership of trade unions, or representative functions.

#### **6. Working conditions**

A safe and healthy working environment in all premises and work equipment should be provided, with hazards minimised and adequate steps taken to prevent accidents and injury occurring in the course of work. Appropriate policies and procedures should be in place, as well as adequate training and instructions. The responsibility for health and safety should reside with a senior management representative.

#### **7. Working hours**

Working hours must comply with national laws, collective agreements and all overtime must be voluntary. Your employees should have appropriate rest periods and non-working times.

#### **8. Child labour**

Suppliers must not use child labour. All employees must be of at least legal age established by working age laws of their and BMG's country of operation. To ensure compliance, suppliers must create and maintain official and verifiable documentation of each of its employees' ages. Note that any lawful young workers under 18 years should not be used for night shifts and for works which might harm their health, safety or moral.

## **9. Diverse and inclusive work environment and non-discrimination**

We expect suppliers to foster a diverse and inclusive work environment where employees are treated with respect and fairness. Your employees should never be exposed to abuse, harassment, or intimidation.

There should be no unequal treatment, e.g., based on race, social or ethnic origin, religion, age, gender, marital status, sexual orientation, disability, maternity, union, or political affiliation, particularly in relation to hiring, remuneration, access to training, promotion, termination or retirement.

## **10. Environment**

We recognise our responsibility to the environment and seek to operate sustainably. We expect suppliers to conduct their business in a manner that actively manages environmental risks across their operations, products, and supply chain to enhance their environmental performance and reduce their environmental footprint.

Suppliers must follow all applicable laws and regulations regarding environmental practices. We expect suppliers to establish an appropriate environment management system, including policies and procedures aimed at effectively managing their environmental performance, including integrating environmental considerations into their product design or service.

Suppliers are expected to improve their efficiency of energy, water, and natural resource usage, minimise waste, hazardous materials, dispatch goods in an adequate outer packaging and foster reusable and/or recycled packaging materials and responsibly manage their air emissions.

## **11. Business Integrity, Fair Competition, Bribery and Corruption**

Business integrity is the foundation of the relationships between our suppliers and us. We expect our suppliers to comply with all laws on fair competition and antitrust, to prohibit all forms of bribery, corruption, and money laundering. This includes a prohibition on gifts to individuals or public officials intended to influence business decisions or otherwise induce them to act in a manner inconsistent with their duties.

## **12. IT Security, Data Protection and Confidentiality**

Suppliers are expected to create, store, and maintain business records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. Suppliers are expected to have in place appropriate related controls to ensure the above activities are accurately and securely performed. All records, regardless of format, made or

received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on the applicable retention requirements and any data derived from these transactions shall be protected and not used outside the respective contractual relationship.

We expect our suppliers to handle cyber risks responsibly. The data we provide can be easily processed and duplicated electronically. Suppliers should protect data with appropriate and state-of-the-art technical and organisational measures.

The supplier is obliged to protect confidential information and to use it only in an appropriate manner. The suppliers shall comply with the contractual requirements for data protection and information security and shall not disclose any information that is not known to the general public.

### **13. Intellectual Property**

BMG greatly values its intellectual property and respects the intellectual property of its business partners and other third parties. The term intellectual property includes literary works, graphic works, and software. Intellectual property is protected by laws such as copyright, trademark, design, and patent law. In addition, intellectual property may also be protected as trade secrets or know-how.

Our suppliers are similarly expected to respect the intellectual property of BMG and its business partners. Suppliers should ensure that no infringement of intellectual property of third parties occur during the provision of goods or services with BMG or its partners.

### **14. Audit rights and breach of the Supplier Code**

BMG reserves the right to conduct audits or assessments to verify the supplier's compliance with the Supplier Code and will take appropriate steps regarding the relationship if there is a reason for concern. A breach of the Supplier Code amounts to a material breach of the agreement and/or arrangement between us and may lead to a termination of the relationship.

### **15. All Suppliers must sign the Supplier Code**

By signing below, the supplier agrees that it shall:

- comply with both the content and the spirit of our Supplier Code in all its current and future contracts and all dealings with and for BMG; and
- ensure that its own code of conduct and sustainability practices towards its supply chain are consistent with the principles set out in this Supplier Code.

Acceptance and compliance with our Supplier Code is an essential part of the tendering process documentation required by BMG and its adherence by the supplier will be one of the mandatory criteria that will be assessed by us during the selection process.

The Supplier Code shall be governed by the law of the relevant contract between BMG and the Supplier (if any), or in the event there is no contract or several contracts with different governing laws, by German law.

-----  
Company name

-----  
Company address

-----  
Name and title of the authorized representative

-----  
Date

-----  
Signature