

Code of Conduct for Suppliers of Media Frankfurt GmbH

1. Principles

The Supplier Code of Conduct stipulates the requirements and principles for all business transactions between Media Frankfurt GmbH (hereinafter referred to as "Media Frankfurt") and its contractors, suppliers and service providers (hereinafter referred to as "Business Partner").

Companies doing business with Media Frankfurt are required to accept and comply with the respective national laws and the internationally accredited standards, guidelines and principles. These include the principles of the United Nations Global Compact (www.unglobalcompact.org), the Universal Declaration of Human Rights, the United Nations Charter, the Core Conventions of the International Labour Organization (ILO), the OECD Guidelines for Multinational Enterprises, and the German Act on Due Diligence in Supply Chains (LkSG). The Business Partner has the obligation to ensure that all other companies (e.g. sub-tier suppliers, third-party companies etc.) involved in the provision of services consistently distribute and apply these standards.

2. Human Rights and Fair Working Conditions

2.1 Occupational Safety and Health

Our Business Partner shall ensure a safe, secure, healthful and hygienic work environment and take the necessary measures to prevent accidents and adverse health effects that may arise in connection with their activities. The Business Partner is, therefore, obligated to ensure that occupational safety standards shall be complied with in their dealings with employees and business partners. The Business Partner shall take appropriate measures to this end and shall operate systems in order to identify and prevent any potential health risk due to accidents, injuries, and occupational illness on the part of their employees.

2.2 Remuneration and Working Hours

The working hours shall be in accordance with applicable national laws and regulations and with the relevant Core Labour Standards of the International Labour Organization (ILO). The Business Partner is obligated to grant their employees the legal remuneration or the compensation provided in collective labor agreements for the duration of the contract performance, and to employ only such sub-tier suppliers or third parties that also adhere to these standards.

2.3 Combatting Illegal Employment

The Business Partner shall comply with the applicable statutory regulations relating to the employment of personnel and is under a duty to effectively combat illegal employment and unreported employment ("moonlighting").

2.4 Forced Labor

The Business Partner shall abstain from any form of forced labor; all forms of forced or compulsory work as well as involuntary prison labor shall be declined.

2.5 Child Labor

Any and all form of exploitation of children and juveniles shall not be tolerated. Child labor as defined in the ILO Conventions and in national laws is prohibited.

2.6 Right of Association and Right to Collective Bargaining

The Business Partner shall respect the right to freedom of association and the right to collective bargaining as defined by national laws. In the event that national standards should restrict the right of association and the right to collective bargaining, the Business Partner shall take steps to ensure that the free and independent association of employees for the purpose of conducting negotiations be made possible and granted.

2.7 Discrimination

The Business Partner shall refrain from any engaging in any form whatsoever of discrimination. No employee may be discriminated against based on their gender, age, skin color, race, culture, ethnic or national background, sexual orientation, disability, constitutionally acceptable political activities or membership in an employee organization, religion or creed or worldview.

2.8 Disciplinary Measures

All employees shall be treated with dignity and respect. Sanctions, fines, other punishments or disciplinary measures shall only be imposed in so far as they are in accordance with national and international standards in force as well as internationally recognized human rights. The Business Partner shall take appropriate measures to ensure that no employee be subjected to verbal, psychological, sexual or bodily violence, duress or harassment.

3. Environmental and Climate Protection

The Business Partner shall observe and adhere to environmental and climate protection with regard to applicable standards and legal provisions and shall establish systems and measures to minimize environmental impact and pollution on an ongoing basis. This includes preventing emissions and waste as well as taking steps to enhance resource efficiency.

4. Business Integrity

4.1 Prohibition of Corruption / Contractual Penalty and Right of Termination in Cases of Serious Misconduct

Media Frankfurt does not tolerate any form of corruption or other unfair business practices. The Business Partner affirms that they will not offer, promise, or grant any impermissible advantages to influence their decision-making. The Business Partner shall take all necessary measures to prevent corruption or any other criminal acts. In particular, the Business Partner is obliged to take all necessary measures in their company to avoid any serious misconduct on the part of their legal representatives and their employees.

The term "serious misconduct" comprises any criminal offence, in whatever form (be it by perpetrating, encouraging, or assisting a crime), that may be committed in the course of business relations at the expense of Media Frankfurt.

For each incident of a culpably caused serious misconduct on the part of the Business Partner or any person under their direct responsibility or working for them, that may be committed in connection with the contract or in connection with the performance of contracts, the Business Partner shall pay to Media Frankfurt a contractual penalty amounting to 2% of the compensation agreed upon, without value-added tax, the minimum amount being EUR 5,000. Besides the contractual penalty, Media Frankfurt reserves to plead for further compensation claims due to any culpably committed serious misconduct. However, the forfeited contractual penalty shall be offset to decrease any such claim of compensation.

Where a serious misconduct also constitutes an illegal limitation of competition and gives ground for damages according to the below stipulation in Section 4.3 of this Code, the forfeited contractual penalty shall be offset with the damages covered in Section 4.3; no accumulation of the contractual penalty pursuant to Section 4.1 and the damages set forth in Section 4.3 shall occur.

The contractual penalty is limited for each contractual relation between Media Frankfurt and the Business Partner to a maximum of 5% of the contractually agreed remuneration without value-added tax. If the Business

Partner commits a serious misconduct, Media Frankfurt shall reserve the right to terminate the contractual relationship on an extraordinary basis without notice.

4.2 Duty to Cooperate

The Business Partner shall cooperate and participate with Media Frankfurt to avert serious misconduct or resolve suspicious cases. Whenever the Business Partner becomes aware of facts that give rise to a suspected serious misconduct at the expense of Media Frankfurt, the Partner shall notify Media Frankfurt thereof immediately in writing and, if such an offence may lie in the sphere of responsibility of the Business Partner, shall clarify the issue without delay. If the suspicion is confirmed, the Business Partner shall take appropriate measures without delay, in order to terminate the misconduct, and to restrict to a minimum the negative impact for Media Frankfurt. Furthermore, the Business Partner shall take all suitable and reasonable measures to avoid such offences in the future. The Business Partner shall always keep Media Frankfurt updated in writing on the progress and outcome of the clarification of the facts and on any measures they may have taken.

4.3 Conduct in Competition / Flat-Rate Damage Compensation in Cases of Inadmissible Restriction of Competition

If the Business Partner or the persons commissioned by them or employed on their behalf have made an agreement on the occasion of the procurement that constitutes an inadmissible restriction of competition, the Business Partner shall pay to Media Frankfurt a flat-rate damage compensation amounting to 10% of the contractually agreed compensation, without value-added tax. This does not affect the Business Partner's right to prove that no, or only a limited, loss or damage has been incurred. Media Frankfurt reserves the right to prove higher damages. This even applies when the contract has already been terminated or fulfilled.

4.4 Avoidance of Conflicts of Interest

The Business Partner is obliged to take their decisions on the basis of objective considerations and not to allow themselves to be improperly guided by personal interests. A business partner who becomes aware of a potential conflict of interest shall take internal measures to remedy these conflicts and notify Media Frankfurt without delay.

4.5 Money Laundering

The Business Partner is required to uphold the relevant legal provisions on money laundering prevention and duly comply with their reporting obligations.

4.6 Data Protection and Data Security

The Business Partner shall comply with the applicable laws and regulations regarding data protection and data security.

5. Due Diligence in Supply Chains

The Business Partner is required to give appropriate consideration to human rights and environmental due diligence obligations and address these appropriately throughout the supply chain.

If the Business Partner commits a culpable breach of serious human rights or environmental due diligence obligations in connection with the contract, Media Frankfurt shall be entitled to terminate the contract on an extraordinary basis.

The Business Partner indemnifies Media Frankfurt against all claims asserted against Media Frankfurt as a result of breaches of human rights or environmental due diligence obligations by the Business Partner. The Business Partner shall pay for damages and costs – including necessary legal defense – resulting from disputes of this nature unless the Business Partner is not responsible for the legal violation.

6. Complaints Procedure

The Business Partner shall inform all their employees, as well as all business partners involved (sub-tier suppliers, suppliers, service providers) about the contents of this Code of Conduct and all relevant legal provisions in a manner that is accessible for them.

The Business Partner informs their employees and suppliers on how to access and use Media Frankfurt's anonymous complaints procedure and requires them to pass on information about this whistleblower system throughout the supply chain.

The internet-based Business Keeper Monitoring System (BKMS®) can be accessed via the following hyperlink:

www.bkms-system.net/bkwebanon/report/clientInfo?cin=6fra1&c=-1&language=eng

7. Availability of the Current Supplier Code of Conduct

The Supplier Code of Conduct may be consulted and printed out from Media Frankfurt's company website (www.media-frankfurt.de).

8. Inspection Rights to Verify Compliance with the Supplier Code of Conduct

Media Frankfurt shall be entitled to verify the compliance of the above-mentioned requirements itself or to have it examined by a third party who is bound by a non-disclosure obligation. The Business Partner shall assist with this process, in so far as it is reasonable. The Business Partner shall grant Media Frankfurt, or any third party instructed by Media Frankfurt, access to their premises and the opportunity to inspect their business records.

Media Frankfurt GmbH
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