

# STRÖER



## Code of Conduct for suppliers and business partners

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## 1 | General

The following code of conduct is intended for our suppliers and business partners who work for, together with, or on behalf of Ströer SE & Co. KGaA or an affiliated company of the Ströer Group (together "**Ströer**"). The rules of conduct described below are binding for our suppliers and business partners. Compliance is an elementary basis for a trusting and long-term business relationship between us and our suppliers and business partners.

All parties involved in our supply relationships have a responsibility to society, the state and the economy, which we must fulfill together.

We expect our suppliers and business partners to comply with the legislation that applies to them and to observe internationally recognized environmental, social and corporate governance (ESG) standards.

Our approach is based in particular on

- the principles set out in the United Nations Global Compact,
- the OECD Guidelines for Multinational Enterprises,
- The United Nations Guiding Principles on Business and Human Rights, and
- the core labor standards of the International Labor Organization (ILO).

We reserve the right to terminate any contractual relationship with a supplier and business partner if the supplier and business partner violates the principles set forth in this Code of Conduct, fails to take action to remedy such violations or if systematic violations are evident.

## 2 | Labor and human rights

### 2.1 Respect for fundamental and human rights

We require our suppliers and business partners to respect the applicable human rights and fundamental rights of the countries in which they operate and to ensure a fair working environment. In addition, they must combat violations of rights, discrimination and disadvantages as part of their human rights due diligence.

### 2.2 Working hours, wages and other benefits

We expect that suppliers and business partners comply with the applicable laws on working hours, remuneration and other benefits.

Suppliers and business partners must pay their employees compensation without delay and in accordance with the statutory minimum wage or the higher industry average for the country.

### 2.3 Fair treatment and equal treatment

Our suppliers and business partners do not tolerate any discriminatory behavior towards their employees or applicants on the grounds of ethnic origin, nationality, gender, pregnancy or parenthood, marital status, age, disability, religion or belief, sexual orientation or any other grounds covered by a prohibition of discrimination. Our suppliers and business partners treat their employees with respect and dignity, free from harassment, bullying or intimidation.

### 2.4 Prohibition of child and forced labor

We do not accept any kind of child labor in our supply chain. Thus, our suppliers and business partners are not allowed to hire employees who are not at least 15 years old. In countries that fall under the exception for developing countries in the International Labor Organization (ILO) Convention No. 138, the minimum age may be reduced to 14 years. The respective valid age limit applies.

Just as we do not accept or tolerate child labor, we do not accept or tolerate any form of modern slavery, servitude, forced labor or human trafficking in our supply chain.

### 2.5 Freedom of association and assembly

Our suppliers and business partners respect the right of their employees to freedom of association and assembly as well as collective bargaining within the framework of the applicable laws and ILO conventions.

### 2.6 Health and safety of employees

The supplier and business partner must take and guarantee responsibility for the health and safety of its employees in the workplace. Risks must be contained through prevention and the right precautionary measures in order to counteract accidents and occupational illnesses in the best possible way.

In order to achieve this goal, the supplier and business partner shall train the employees regularly to a sufficient extent and in accordance with national laws. An appropriate occupational safety management system shall be established and applied.

## 3 | Governance

### 3.1 Refraining from criminal acts

Our suppliers and business partners must comply with national and international law. We do not accept any criminal acts by our suppliers and business partners and reserve the right to take appropriate measures in such a case and, if necessary, to terminate the cooperation.

### 3.2 Anti-corruption, money laundering, kickbacks, bribery

We do not tolerate any form of bribery or corruption including facilitation payments. We expect our suppliers and business partners to comply with applicable national and international laws. This includes in particular respect for the principles of the UN Convention against Corruption. We require our suppliers and business partner to have proven processes and controls in place, as well as appropriate regulations, to prevent any form of bribery and corruption.

We take compliance with money laundering laws, - in particular the German Money Laundering Act (GWG) - very seriously and expect the same from our suppliers. Our suppliers and business partners must therefore clearly distance themselves from money laundering and terrorist financing. In addition, they must have implemented appropriate prevention measures that consider both national and international laws and regulations.

### 3.3 Fair competition and antitrust law

Suppliers and business partners shall comply with applicable laws and regulations on free and fair competition. They shall refrain from all abusive or unlawful acts and practices that could restrict or harm competition. This includes, for example, collusion, abuse of a dominant market position, exploitation of a customer's or supplier's dependency, the division of customer or supplier territories or anti-competitive boycotts.

### 3.4 Data protection and data security

The protection and security of personal data, i.e. information that allows conclusions to be drawn about specific or identifiable natural person(s), is a top priority for us. We therefore expect our suppliers and business partners to use personal data only in accordance with all applicable data protection regulations - in particular the European Union's General Data Protection Regulation (GDPR). Confidentiality and IT security are particularly important for the processing of personal data.

The measures for the protection of personal data at the supplier's and business partner's must be suitable in each case to achieve a level of protection - appropriate to the sensitivity of the respective data.

If, within the scope of the supply relationship, personal data is processed by the supplier on our behalf, the conclusion of a corresponding order processing agreement (AVV) with us is a mandatory prerequisite for cooperation.

### 3.5 Conflict of interest

Business decisions are to be made exclusively on a professional and factual basis. Where conflicts of interest exist between the supplier and business partner and us, these must be disclosed to the acting parties without delay.

### 3.6 Tangible and intellectual property

Any form of fraud or asset-damaging offenses (e.g. fraud, embezzlement, theft, misappropriation, tax evasion or money laundering) is prohibited, regardless of whether this damages Ströer company assets or the assets of third parties.

Intellectual property is defined as all products of intellectual work, irrespective of their commercial value. This includes literary works, music, films, television programs, graphic works and software. Intellectual property is protected by law (e.g., by copyright, trademark, design or patent rights) as trade secrets or know-how.

Infringement of protected intellectual property includes, for example, the performance, distribution or exhibition of copyrighted works without appropriate permission and the unauthorized reproduction or distribution of copies of intellectual property, whether in physical or digital form.

The protection of intellectual property is of essential business policy importance to us as a media company and is therefore equally expected of our suppliers and business partners.

### 3.7 Export controls and economic sanctions

Our suppliers and business partners shall strictly observe all applicable laws for the import and export of goods, services and information as well as national and international payment transactions. In the course of business activities, the supplier and business partner shall observe existing sanctions and embargoes.

### 3.8 Protection against retaliation and whistleblowing

We expect all suppliers and business partners to immediately report any suspicious actions or violations of this Code of Conduct (see also section 8).

Intimidation attempts and reprisals against Reporting parties who, in good faith, report an actual or reporting suspected misconduct will not be tolerated by us or by our suppliers and business partners. Our suppliers and business partners also give their employees the opportunity to report potential compliance violations in confidence.

## 4 | Environment

### 4.1 Environmental management

The supplier clearly commits to his duty of care towards the environment and a careful use of natural resources. Furthermore, the applicable local, national and/or international environmental protection, health and safety regulations including fire protection, which relate to the respective field of activity of the supplier, shall be complied with.

Environmental pollution caused by business activities is to be avoided or minimized as far as possible. An appropriate environmental management system, including corresponding targets, is to be established and applied for the monitoring, recording and reduction of environmental pollution in the company.

### 4.2 Product-related environmental impacts

The supplier and business partner shall ensure that its products are as safe and environmentally compatible as possible both in development, production, use, transport and disposal. The products comply with applicable legal requirements for product quality and safety (see also item 5). Negative impacts on the climate, biodiversity or water resources are to be systematically reduced. This includes, in particular, the careful and efficient use of natural resources.

### 4.3 Operational environmental impact

Negative environmental impacts from operations, such as air, noise or greenhouse gas emissions, shall be avoided or minimized by our supplier and business partner wherever possible.

Furthermore, people and nature must be protected from hazards arising from manufacturing and disposal processes. To this end, appropriate safety precautions must be taken in compliance with the statutory provisions. For disposal and recycling, the legal labeling obligations and disposal regulations must be observed.

## 5 | Product quality and safety

Our suppliers and business partners ensure that all products and services meet the contractually defined criteria upon delivery. All applicable product safety-related regulations and specifications for quality and safety are complied with in accordance with the intended use.

## 6 | Compliance with requirements

As the minimum principles of this Code of Conduct for Suppliers and Business Partners are to be observed throughout the entire value creation process, our suppliers and business partners shall draw the attention of third parties whom they in turn use in their activities for Ströer (e.g. subcontractors, consultants) to this Supplier Code of Conduct and shall work towards its observance in the contractual relationship with Ströer.

We reserve the right to review this Code of Conduct through appropriate measures at the supplier and business partner. This may, for example, take the form of questionnaires, assessments or on-site supplier audits. On-site audits will be announced in advance and carried out together with the representatives of the supplier and business partner, in compliance with applicable law, including data protection regulations. The supplier and business partner must openly present the information required for the audit and evaluation.

Any deviations from this Code of Conduct must be corrected immediately by the supplier and business partner in consultation with us. The implementation of the measures shall be carried out independently by the supplier and business partner without any costs arising for us.

## 7 | Legal consequences in the event of violation

A violation of this Code of Conduct may be cause for legal action, especially where there are acute dangers to the environment and people. In any case, the supplier and business partner shall immediately take credible and verifiable measures to remedy existing violations and prevent future ones.

Such steps may be waived if the supplier and business partner credibly asserts and can prove that it has taken immediate countermeasures to prevent future violations.

## 8 | Reporting of violations

Violations of our Code of Conduct, national or international laws, and other compliance violations (including those related to the supply chain) can be reported at any time via our central compliance hotline.

[compliance.stroeer.de](https://compliance.stroeer.de)

The compliance hotline can be reached both in writing and by telephone and in many languages. Where legally permissible, anonymous reports can also be submitted.

All communication via the compliance Hotline is encrypted and is classified as strictly confidential by us for the protection of the reporting party.



## 9 | Contact

If there are any questions or suggestions concerning the **STRÖER Code of Conduct für suppliers and business partners**, feel free to contact our contact persons in the Purchasing & Real Estate and Governance, Risk and Compliance departments.

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By signing and returning this document, the supplier and business partner assures that he is aware of all principles contained in the **STRÖER Code of Conduct for suppliers and business partners** and that he undertakes to comply with them.

Name and address of company:

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Name of signee:

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Function:

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Place, Date:

Company stamp:

Signature: