

## Code of Conduct for Suppliers and Business Partners

### INTRODUCTION

AAP Lehrerwelt GmbH is committed to ecologically and socially responsible corporate governance. We expect the same behaviour from all our suppliers and business partners. Furthermore, we strive to continuously optimise our business activities and our products and services in terms of sustainability and ask our suppliers and business partners to contribute to this in terms of a holistic approach. For a detailed presentation of our mission statement, please refer to the Klett Group's policy statement: <https://www.klett-gruppe.de/lieferkette>.

For future cooperation, the contractual partners agree on the validity of the following regulations for a joint code of conduct. This agreement shall apply as the basis for all future deliveries and services. The contractual partners undertake to comply with the principles and requirements of the Code of Conduct and to endeavour to contractually oblige their subcontractors to comply with the standards and regulations set out in this document.

The Code of Conduct is based on national laws and regulations such as the Supply Chain Sourcing Obligations Act (LkSG) as well as on the following international conventions, guidelines and principles:

- Universal Declaration of Human Rights
- United Nations Global Compact (UNGC)
- UN Guiding Principles on Business and Human Rights
- UN Convention on the Rights of the Child
- UN Convention on the Rights of Women
- OECD Guidelines for Multinational Enterprises
- Core Labour Standards of the International Labour Organisation (ILO)
- Paris Climate Change Agreement

For better readability, the masculine form is used. This does not imply any discrimination against the other genders.

### 1. LABOUR

#### 1.1 Prohibition of discrimination

The supplier/business partner shall refrain from any form of discrimination. In particular, no one shall be discriminated against on the grounds of age, gender, sexual orientation, pregnancy, disability, nationality, ethnic origin, skin colour, religion or world view, political conviction, social background or marital status. Discrimination occurs when a person is disadvantaged on the basis of the above-mentioned characteristics or other objectively unjustified circumstances. Equal opportunities for women and men are guaranteed in all aspects of education, personal and professional development. The personal dignity, privacy and personal rights of each individual are respected.

## 1.2 Fair treatment

As a matter of principle, the supplier/business partner does not use forced labour or prison labour.

It shall ensure that there is no rough or inhumane treatment in the workplace. This includes in particular sexual harassment, corporal punishment, mental and physical coercion and verbal abuse of employees. Employees must also not be threatened with such behaviour.

## 1.3 Remuneration and working hours

The supplier/business partner shall comply with all relevant laws, regulations and industry standards on pay and working hours.

The remuneration for regular working hours and overtime must correspond to the national statutory minimum wage or the minimum standards customary in the industry, whichever is higher. Insofar as the remuneration is not sufficient to cover the costs of ordinary living and to build up a minimum level of reserves, the supplier is obliged to increase the remuneration accordingly. Employees shall be granted all benefits prescribed by law. Wage deductions as punitive measures are not permitted. The supplier shall ensure that employees receive clear, detailed and regular written information on the composition of their remuneration.

Employees shall not work longer hours than those permitted by law. Rest days regulated by law shall be observed. In addition, employees must not be required to work regularly more than 48 hours per week and, including overtime, no more than 60 hours per week. This overtime must be paid separately or compensated by time off in accordance with national law. Every worker has the right to at least one day off after six consecutive days of work.

## 1.4 Freedom of association

The supplier/business partner guarantees the right to freedom of association. Employees have the right to assemble in accordance with the relevant laws and to form or join trade unions and employee representative bodies. Employees also have the right to collective bargaining to resolve workplace and wage issues. Under no circumstances shall the exercise of these rights be subject to reprisals.

## 1.5 Health and safety

The supplier/business partner shall provide a safe working environment. Workplaces and work facilities must comply with applicable laws and regulations. Any violation of fundamental human rights at the workplace and in company facilities is prohibited. In addition, fire protection and emergency supply requirements in particular must be complied with. Adolescents (young people) in particular shall not be exposed to dangerous, unsafe or unhealthy conditions that jeopardise their health and development. Employees shall receive regular training on health and safety in the workplace. Sufficient cleanliness shall also be ensured at workplaces. If the supplier/business partner provides accommodation for employees, the same requirements apply accordingly.

## 1.6 Disciplinary measures

Disciplinary action must be taken within the framework of national law and internationally recognised human rights. Any unreasonable disciplinary measure shall be refrained from, such as in particular the withholding of salary, social benefits or documents (e.g. identity cards) and the prohibition to leave the workplace.

Furthermore, the supplier/business partner shall respect the right of dismissal of its employees.

## 1.7 Child labour and protection of minors

The supplier/business partner does not use child labour and respects regulations for the protection of minors. The minimum age of employment must not be below the age at which compulsory schooling ends. In no case may employees be younger than 15 years of age (or 14 years of age if permitted by national law in accordance with ILO Convention 138).

National regulations and international standards for the protection of minors must be observed. In addition, adolescents (young people) are not allowed to work at night.

## 2. ENVIRONMENT

### 2.1 Environmental protection laws

The supplier/business partner shall comply with the relevant environmental protection laws and regulations.

The supplier's/business partner's operations comply with the requirements of waste legislation as well as immission and water protection. All regulations regarding hazardous substances are complied with by the supplier/business partner. This applies in particular to the storage, handling and disposal of hazardous substances. The employees shall be informed about the handling of hazardous materials and substances. 2.2.

### 2.2 Resources and environmental pollution

Environmental pollution shall be avoided or at least reduced as far as this is possible with proportionate means. Environmental and climate protection as well as the promotion of biodiversity is an ongoing task which can only be fulfilled by constantly improving the level of protection through the permanent reduction of resource consumption and waste reduction. The supplier/business partner shall make appropriate efforts to this end within the scope of its business activities.

## 3. ETHICAL BUSINESS CONDUCT

### 3.1 Fair Competition

The rules of fair business, fair advertising and fair competition shall be observed. In addition, the applicable antitrust laws shall be applied, which specifically prohibit collusion 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' freedom to determine their prices and other conditions autonomously when reselling.

### 3.2 Confidentiality / Data Protection

The supplier undertakes to meet the reasonable expectations of its principal, suppliers, customers, consumers and employees with regard to the protection of private information. The Supplier shall comply with data protection and information security laws and government regulations when collecting, storing, processing, transmitting and disclosing personal information.

### 3.3 Intellectual property

Intellectual property rights shall be respected; technology and know-how transfers shall be made in a manner that protects intellectual property rights and customer information.

### 3.4 Integrity/Bribery, Benefit Taking

The highest standards of integrity shall be applied in all business activities. The supplier shall have a zero tolerance policy in prohibiting all forms of bribery, corruption, extortion and embezzlement. Procedures for monitoring and enforcing standards shall be in place to ensure compliance with anti-corruption laws.

## 4. COMPLIANCE

We expect our suppliers in relation to supply chains to identify risks within them as well as take appropriate action. In the event of suspected violations as well as to safeguard supply chains with increased risks, the supplier will promptly and, if necessary, regularly inform the company about the identified violations and risks as well as the measures taken.

### 4.1 Subcontractors

Subcontractors used by the supplier/business partner for the provision of its services must comply with the standards set out in this Code of Conduct. The supplier/business partner must inform them of the content of this Code of Conduct and demand the requirements and standards listed here.

### 4.2 Reporting violations and duty to cooperate

If the supplier/business partner becomes aware of indications that point to a not insignificant violation of this Code of Conduct, it must report this immediately. The supplier/business partner is obliged to provide written information on violations upon request. The information must contain a detailed description of the violation, the persons involved and the consequences of the violation that

have occurred or are possible (e.g. official measures). The supplier/business partner shall cooperate in clarification measures regarding a breach. The notification shall be made in compliance with the legitimate interests of the supplier/business partner and in compliance with the rights of employees, in particular data protection and the protection of business secrets. This also applies to violations by subcontractors of the supplier/business partner.

Furthermore, an internal reporting system for violations of these standards must be set up; employees who make reports may not be disciplined or disadvantaged for this reason.

## 4.3 Audits

The supplier/business partner will make it possible to audit compliance with the Code of Conduct. For this purpose, the supplier/business partner shall provide written information in response to enquiries and allow on-site inspections of its operations. The supplier/business partner shall grant the necessary insight into the relevant documentation for the purpose of the respective audit. Third parties (e.g. auditors) may be commissioned to carry out the inspection.

Upon request, the supplier/business partner shall allow subcontractors used for the performance of the service to grant him corresponding inspection rights.

## 4.4 Termination

In the event of a breach of the obligations contained in this Code of Conduct, the supplier/business partner may be given a reasonable period of time to remedy the situation or, if this is not possible due to the nature of the breach, a warning may be issued. If the supplier/business partner allows the deadline to expire without remedial action or if there are repeated violations, the contractual relationship may be terminated without notice. In the event of repeated or serious violations, the contractual relationship may be terminated without notice, even without setting a deadline or issuing a warning. Further rights, in particular a possible claim for damages, remain unaffected by this.