

SUPPLIER CODE OF CONDUCT

DER TOURISTIK GROUP

1. INTRODUCTION

As an international travel group, DER Touristik Group is aware of the responsibility it has towards the host countries and their cultures, as well as towards customers, partners, employees and society. DER Touristik Group is therefore committed to ecologically and socially responsible corporate governance and, in particular, to respecting human rights. DER Touristik Group expects that its suppliers or service providers also observe these principles and has established the present Supplier Code of Conduct of DER Touristik Group (hereinafter referred to as "SCoC") which serves as a cornerstone for the joint and effective implementation of these principles.

The SCoC defines **minimum standards** for compliance with corporate due diligence in the supply chain that suppliers (including service providers) must observe and adhere to in their business transactions with DER Touristik Group companies. For the purposes of this SCoC, companies of DER Touristik Group are all companies from the tourism sector in the broadest sense that fall within the own business division of REWE-ZENTRALFINANZ eG as the parent company of the Group with its registered office in Cologne.

The SCoC is based on international standards such as the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the United Nations Convention on the Rights of the Child and the United Nations Women's Rights Convention, the National Action Plan on Business and Human Rights (Germany), the Minamata Convention, the Basel Convention, the Stockholm Convention on Persistent Organic Pollutants (POPs Convention), the fundamental conventions of the International Labour Organization (ILO) and the Ten Principles of the UN Global Compact. It also takes into account the requirements of the German Supply Chain Due Diligence Act (*Lieferkettensorgfaltspflichtengesetz*, or "LkSG").

The following provisions of this SCoC are **binding** in all business dealings between DER Touristik Group companies and their suppliers (each, a "Supplier"). The SCoC shall apply for as long as the Supplier is still in a business relationship with at least one company of DER Touristik Group.

For the avoidance of doubt, compliance with the requirements of this SCoC does not release the Supplier from fulfilling any further requirements that may arise from applicable laws and regulations to which the Supplier is subject. The standards set out in this SCoC are minimum standards only.

2. CORPORATE DUE DILIGENCE

2.1 General

The companies of DER Touristik Group expect that the Supplier will not violate any of the obligations laid down in sections 3 and 4 of this SCoC (hereinafter: "human rights-related and environmental obligations"). The Supplier undertakes to ensure that no such violations will occur within its own operations.

The companies of DER Touristik Group further expect that there will be no violations of any human rights-related and environmental obligations in the Supplier's upstream supply chain (i.e., violations by the Supplier's direct and indirect suppliers as defined by the LkSG). The Supplier shall communicate to its business partners the principles laid down in this SCoC and shall impose on them the obligations resulting therefrom. At its discretion, the Supplier may also impose additional obligations.

If the Supplier thinks it cannot fulfil a requirement of this SCoC without violating applicable law, it shall inform DER Touristik Group thereof without delay.

The Supplier must not only refrain from violating the human rights-related and environmental obligations expressly specified herein, but must also refrain from any similarly severe interference with the rights and interests that are protected by this SCoC.

With regard to the implementation of this SCoC, the Supplier undertakes to carry out a risk management review that is appropriate to its business activity, by identifying, analysing and prioritising the human rights-related and environmental impacts of its business activities and those of its suppliers. In doing so, the interests of rights holders shall be taken into account, in particular those of vulnerable groups of people, such as children, women, indigenous communities, smallholder farmers or migrants.

The Supplier is obliged to provide such personnel and to develop and to implement such management systems, processes and guidelines as are necessary to establish the requirements described herein and to monitor their fulfilment continuously. This also includes the conduction of trainings to inform employees about the contents of this SCoC.

The Supplier must strive to create transparency across its entire supply chain.

2.2 Reporting of violations

Without prejudice to its further notification obligations under the provisions below, the Supplier is obliged to report any violation of this SCoC. Any such reporting shall be made with due regard to the Supplier's (or, where applicable, its subcontractor's) legitimate interests, the rights of employees, data protection and the protection of business secrets.

The parent group of DER Touristik Group REWE Group has implemented a complaints procedure that is used by all legal entities. In addition to employees, other potentially affected groups of people can also report violations of human rights and environmental issues at any time.

Reports may be sent to humanrights@rewe-group.com or via the website rewe-group.reporting-channel.com

2.3 DER Touristik Group's information and inspection rights

The Supplier acknowledges that the companies of DER Touristik Group are under an obligation to carry out a risk analysis in accordance with sec. 5 LkSG. Upon request of any company of DER Touristik Group, the Supplier shall promptly provide all information that is required by DER Touristik Group (or a third party commissioned by it for this purpose) to carry out the risk analysis with regard to the Supplier's business (including repeatedly, insofar as repetition is required pursuant to sec. 5(4) LkSG). DER Touristik Group may carry out inspections once a year or when there is a specific reason to check compliance with the SCoC at the Supplier's business premises during normal business hours and after reasonable advance notice by DER Touristik Group or its agents.

2.4 Preventive measures within the Supplier's own operations

If a company of DER Touristik Group, as part of its risk analysis pursuant to sec. 5 LkSG, identifies a risk concerning the Supplier's company, or if the Supplier itself identifies such a risk, the Supplier shall promptly and unsolicited (but in any case immediately upon request by a company of DER Touristik Group) take appropriate preventive measures concerning human rights-related and/or environmental obligations of the risks in question. Moreover, the Supplier shall in this case:

- Direct its responsible employees to participate in any training and further education offered by the companies of DER Touristik Group (or equivalent training arranged by the Supplier itself),
- Consent to appropriate contractual control mechanisms to be agreed with DER Touristik Group and to the risk-based implementation of such mechanisms. In particular, the Supplier shall accept that employees or agents of DER Touristik Group may carry out their own appropriate checks at any operating site of the Supplier which might be affected by the risk and that they may inspect any documents of the Supplier that are relevant to the risk; alternatively, DER Touristik Group Companies may require the Supplier to submit to any recognised certification or audit system that ensures the implementation of independent and appropriate controls. The aforementioned checks may be carried out by DER Touristik Group during normal business hours and after reasonable advance notice.

If a subsequent risk analysis reveals a substantially changed or substantially expanded risk profile, the aforementioned obligations arise anew.

2.5 Remedies for violations within the Supplier's own operations

If a human rights-related or environmental obligation has been violated at the Supplier's business or if such a violation is imminent, the Supplier shall report this circumstance in accordance with section 2.2 above and take prompt and appropriate remedial action to prevent or end the violation and to minimise the extent of the violation.

Upon request, the Supplier shall prove to DER Touristik Group which measures it has taken in this respect.

If the nature of the violation is such that not all measures can be taken or become effective immediately, the Supplier shall submit a plan and a concrete timetable for the outstanding measures and their becoming effective only upon request of DER Touristik Group.

The Supplier shall review the effectiveness of all remedial measures taken by it pursuant to this section 2.5 at least once a year; if necessary, the Supplier shall adjust the measures appropriately. The Supplier shall report to DER Touristik Group on the findings of its review and any adjustments made only upon request.

If the Supplier fails to comply with any of its obligations under this section 2.5, any company of DER Touristik Group shall be entitled – without prejudice to its other rights – to suspend the business relationship with the Supplier until such time as the Supplier complies with its obligations.

2.6 Preventive and remedial measures in the Supplier's upstream supply chain

If factual indications suggest the possibility of a violation of a human rights-related or environmental obligation in the Supplier's upstream supply chain (i.e., at one of the Supplier's direct or indirect suppliers), the Supplier shall promptly and unsolicited (but in any case immediately upon request by a company of DER Touristik Group):

- Procure all information required by DER Touristik Group (or a third party commissioned by it for this purpose) to carry out a risk analysis pursuant to sec. 5 LkSG with regard to the supplier in question (including repeatedly, insofar as repetition is required pursuant to sec. 5(4) LkSG)
- Impose appropriate preventive measures on the supplier in question, such as the implementation of control measures by employees or agents of the Supplier or – at the request of any company of DER Touristik Group – by employees or agents of DER Touristik Group, or the provision of support in the prevention and avoidance of a risk, or the implementation of appropriate industry-specific or cross-industry initiatives.

The Supplier shall ensure through appropriate agreements with its direct suppliers that it is able to fulfil its obligations under this section 2.6 at all times (i.e., that it receives the required information without delay if necessary, that its direct and indirect suppliers tolerate the aforementioned inspections and that they accept and implement the aforementioned preventive measures).

The Supplier must only provide DER Touristik Group with evidence which preventive measures have been taken upon request.

If a human rights-related or environmental obligation has been violated in the Supplier's upstream supply chain (i.e., at one of the Supplier's direct or indirect suppliers) or if such a violation is imminent, the Supplier shall report this circumstance in accordance with section 2.2 above, promptly draw up a plan for termination and minimisation together with the supplier in question, submit such plan to DER Touristik Group (at a minimum to RZF) and ensure that the supplier promptly implements the appropriate remedial measures envisaged in such plan. Section 2.5 shall apply accordingly.

The Supplier must provide DER Touristik Group (at a minimum to RZF) with evidence of the remedial measures taken only upon request.

2.7 Establishment of complaints mechanisms

The Supplier is obliged to establish suitable mechanisms within its own operations which allow employees to draw attention to violations of human rights-related or environmental obligations and which meet the following criteria in particular:

- Easily accessible, trustworthy and fair complaints mechanisms
- Information to all employees about the existence of complaints mechanisms
- Transparent process for dealing with complaints
- Possibility for employees to submit complaints anonymously
- Involvement of employee representatives if necessary
- Written documentation of complaint cases and their resolution
- No sanctions against employees for filing complaints

The Supplier shall work towards ensuring that its direct and indirect suppliers also establish complaints mechanisms for their part that meet the above requirements.

2.8 Rights of DER Touristik Group in the event of breach of duty by the Supplier

In the event of a breach by the Supplier of any of its obligations under sections 2.1 through 2.8 above, any company of DER Touristik Group shall be entitled to terminate for good cause any continuing obligations in place with the Supplier and to rescind any purchase contracts not yet fully performed, provided that:

- The breach is related to a very severe violation of a human rights-related or environmental obligation,
- A plan drawn up to put an end to this infringement fails to remedy the situation or fails to remedy it in time, and
- No other milder measures are available to the company of DER Touristik Group to cease the violation.

This shall not affect any further rights to which the companies of DER Touristik Group may be entitled in the event of a breach of duty by the Supplier, in particular the right to demand compensation for any damages incurred.

3. HUMAN RIGHTS-RELATED OBLIGATIONS

3.1 Fair working conditions

All employees must be informed of their rights and of the terms and conditions of their employment (such as remuneration, working time arrangements and holiday entitlements) in a comprehensible manner and, have written contracts of employment.

All employees shall be paid in accordance with the statutory minimum wages or, if higher, on the basis of industry standards approved in collective bargaining. Employees must be entitled to adequate remuneration that is sufficient to enable them and their families to live in dignity. Social benefits must be provided in accordance with the statutory provisions. Remuneration must be paid on time, regularly, in full and in legal tender. Deductions are only permitted under the conditions prescribed by law or established by collective agreements. Pay deductions as disciplinary measures are not permitted.

In addition, locally applicable regulations on working hours (especially with regard to overtime, breaks and rest periods) as well as holidays, paid sick leave and parental leave must always be complied with in a non-discriminatory manner. Overtime must be voluntary or regulated by contract or collective agreement, and must be paid at a higher rate than regular working hours.

Employees must not be subjected in the workplace to any inhumane or degrading treatment, to corporal punishment, sexual harassment, psychological or physical coercion, or to any physical or verbal abuse.

Disciplinary measures must not be taken if they violate applicable law. Disciplinary measures that are permitted by law may only be taken if they are laid down in writing either in the employment contract or in previously notified company working rules. In addition, the relevant provisions must have been verbally explained to the employee in clear and comprehensible terms in advance of their coming into force.

3.2 Freedom of association and collective bargaining

The right of all employees to form and join trade unions and to bargain collectively in a free and democratic manner must be respected at all times. Trade unions must be allowed to operate freely and in accordance with the law of the place of employment; this also applies to the right to strike.

In countries where free and democratic trade unionism is not permitted, the right to freedom of association and collective bargaining must be respected by allowing employees to freely elect their own representatives to engage in dialogue with the company on workplace issues.

Employee representatives must not be denied access to or prevented from interacting with employees.

3.3 Prohibition of discrimination

Any form of discrimination against employees must be avoided and actively prevented. In particular, no one must be discriminated against on the basis of skin colour, gender, age, religion or world view, social background, health, ethnic origin, nationality, marital status, membership in employee organisations, political membership or political opinion or sexual identity. This applies in particular to the recruitment of employees and to their further training, promotion and remuneration.

3.4 Protection of children from sexual exploitation

The Supplier shall take appropriate measures to ensure that its business operations or premises are not used for the purpose of child prostitution, the procurement of children of sexual purposes or the production, distribution or storage of pornographic material involving minors. Suspicious behaviour by guests, employees, employees of Supplier's business partners or other persons observed on the Supplier's premises or during excursions or brought to the Supplier's attention must be reported by the Supplier to local law enforcement authorities.

DER Touristik Group reserves the right to terminate the contract with the Supplier without notice if it becomes aware that the Supplier is promoting or tolerating criminal acts, such as the sexual exploitation of children.

3.5 Children's rights requirements for tourist products

Product requirements for host families and social project visits are set out in DER Touristik Group's Policy Statement on Child Safeguarding¹. The providers of these services undertake to implement the requirements, which are taught and controlled during trainings. Not allowed are tourist visits to schools and orphanages or participation in volunteer work with children.

3.6 Prohibition of child labour

The minimum age of a child for admission to employment must be above the age at which compulsory education ends under the law of the place of employment, but in no case below the employment age of 15 years, unless one of the exceptions recognised by the ILO applies (cf. ILO Convention No. 138) and applicable local law also provides for that exception.

In order to ensure compliance with the above, reliable age assessment methods must be used when recruiting staff, provided however that such methods must not, under any circumstances, lead to any degrading or undignified treatment of employees or applicants.

3.7 Protection of young persons

The worst forms of child labour (as defined in ILO Convention No. 182) are always prohibited for employees under the age of 18. These include, but are not limited to, all forms of slavery and practices similar to slavery, work in illicit activities and any work which, by its nature or the circumstances in which it is carried out, is likely to be harmful to the health, safety or morals of children or adolescents.

If persons under the age of 18 are employed, their working hours must not interfere with their ability to participate in vocational training programmes recognised by competent bodies.

3.8 Prohibition of forced labour and slavery

Forced labour is prohibited. This includes any work or the provision of services which are required of a person under threat of punishment (whether physical, psychological, financial or otherwise) and for which that person has not volunteered. Also prohibited are all forms of slavery, slave-like practices, servitude or other forms of domination or oppression in the workplace environment, such as extreme economic exploitation, sexual exploitation or humiliation.

All employees shall have the right to terminate their employment in accordance with the contractual or, as the case may be, statutory notice period. It is forbidden to withhold identity documents from employees.

Employees, especially itinerant workers and migrants, must not make unlawful payments or deposits to obtain their jobs. Where lawful payments are incurred for job placement services or for obtaining documents necessary for employment, such as work permits, visas or health checks, these must be borne by the employer.

Special care must be taken when commissioning employment agencies, both directly and indirectly. Employment agencies may only be commissioned if they operate lawfully and responsibly. As far as possible, certified employment agencies must be commissioned.

3.9 Occupational safety and health

The statutory occupational health and safety regulations applicable to the place of employment must be complied with at all times. At each operating site, appropriate systems must be in place to identify, assess, prevent and control any potential hazards to the health and safety of employees. Effective measures must be taken to prevent work-related accidents and health hazards, in particular through:

- Sufficient safety standards in the provision and maintenance of workstations, work areas and work equipment,
- Appropriate protective measures to avoid exposure to chemical, physical or biological agents,
- Measures to prevent excessive physical or mental fatigue, in particular through appropriate work organisation in terms of working hours and rest breaks, and
- Adequate training and instruction of employees as well as the documentation of these measures.

Minimum requirements also include adequate lighting, temperature control and ventilation, the provision of drinking water, adequate sanitary facilities and the provision of occupational health care.

Where accommodation is provided, it must be clean, safe and suitable to meet the basic needs of employees.

Employees must have the right to leave the premises in dangerous situations without having to ask for permission.

The Supplier shall appoint from its management or from its executives a person responsible for compliance with the aforementioned occupational health and safety obligations.

3.10 Preservation of natural resources and basic human needs

The natural foundations of life must be preserved and safeguarded. In particular, care must be taken within the scope of all business activities to avoid any adverse soil changes, groundwater contamination, air pollution, harmful noise emissions or excessive water consumption which would result in:

- A substantial impairment of the natural basis for the preservation and production of food,
- A person being denied access to safe drinking water,
- A person having difficulty to access sanitary facilities, or the destruction of such facilities, or
- Damage to the health of a person.

3.11 Rights of local communities, forced evictions

Local, national, international and traditional land, water and resource rights shall be respected, especially those of indigenous communities. The free and informed consent of affected communities must be obtained before legally permitted land use changes are made or before water or other resources of local communities are consumed or affected. The consent process must be documented.

There must be no unlawful evictions.

3.12 Deployment of security guards

The hiring or use of private or public security guards for the protection of a business project is prohibited if, due to a lack of instruction or supervision on the part of the business, the use of the security guards would result in:

- A violation of the prohibition of torture and cruel, inhumane and degrading treatment,
- Injury to life or limb, or
- Employees' freedom of association being affected.

¹ <https://www.dertouristik.com/wp-content/uploads/2022/12/DER-Touristik-Group-Policy-Statement-on-Child-Safeguarding.pdf>

4. ENVIRONMENTAL OBLIGATIONS

4.1 Resource consumption, avoidance of environmental pollution

In addition to applicable local environmental laws, all internationally recognised environmental standards must be complied with. The supplier shall act responsibly to protect the environment. The supplier is required to continuously improve environmental protection in its business processes. We consider the existence of suitable environmental management systems to be advantageous.

Throughout the entire supply chain, the aim is to avoid or continuously reduce the environmental impact of resource and energy consumption, emissions of greenhouse gases and air pollutants, water consumption and emissions to soil or water, to avoid or reduce waste, to preserve biodiversity and ecosystems and to promote circular economy. This applies to goods, packaging and services.

4.2 Handling of waste

Appropriate measures must be taken to ensure that waste containing persistent organic pollutants (as defined in the Stockholm Convention of 23 May 2001 (POPs Convention) and in applicable legislation adopted on the basis thereof) is handled, collected, transported and stored in an environmentally sound manner. Such waste may only be disposed of in a way which either destroys or irreversibly transforms said pollutants (such that they no longer exhibit the characteristics of persistent organic pollutants) or which ensures that said pollutants are otherwise disposed of in an environmentally sound manner; however, the latter is permitted only if destruction or irreversible transformation is not the environmentally preferable option or if the concentration of persistent organic pollutants is low.

The export of hazardous waste and other waste within the meaning of the Basel Convention of 22 March 1989 and within the meaning of Regulation (EC) No 1013/2006 is prohibited if:

- The importing country is not a party to the Basel Convention,
- The importing country has not given its written consent to the particular import or has even prohibited such import, or
- It can be assumed that the waste will not be treated in an environmentally sound manner (whether in the importing country or elsewhere).

The following are also prohibited:

- The export of hazardous waste (as defined above) from countries listed in Annex VII to the Basel Convention to countries not listed therein, and
- The import of hazardous waste and other waste (as defined above) from a country that is not a party to the Basel Convention.

4.3 Environmental permits

All required environmental permits and approvals must be obtained, constantly updated and complied with at all times.

4.4 Climate protection

The companies of DER Touristik Group expect appropriate measures to be taken at all levels of the supply chain to reduce carbon footprint and thus to contribute to achieving the targets agreed at the UN Climate Change Conference in Paris and the 1.5 degree target of the Intergovernmental Panel on Climate Change (IPCC). All Suppliers and their suppliers are encouraged to find economic solutions to improve energy efficiency and to minimise energy consumption and greenhouse gas emissions. The aim is to avoid respectively reduce greenhouse gas emissions as far as possible through avoidance and reduction strategies that are in line with the requirements of the Science Based Target Initiative² and only then to neutralise residual emissions.

The protection of forests and other valuable ecosystems plays a central role in mitigating climate change and in preserving biodiversity. The companies of DER Touristik Group expect Suppliers and their suppliers to contribute to net zero

deforestation. Suppliers and their suppliers are required to endeavour to ensure that no clearing of primary forests and other areas worthy of special protection takes place for the production of raw materials and that compensation is provided through reforestation in the event of any legal deforestation.

4.5 Hazardous substances and product safety

Hazardous substances, chemicals and materials must be labelled. Care must be taken to ensure their safe handling, movement, storage, recycling, reuse and disposal. All applicable laws and regulations regarding hazardous substances, chemicals and materials must be complied with. Applicable substance restrictions and product safety requirements must be observed. Key personnel must be informed and regularly trained in this regard.

The following are prohibited:

- The production, import and export of mercury-added products,
- The use of mercury and mercury compounds in manufacturing processes within the meaning of Art. 5(2) and Annex B Part I of the Minamata Convention of 10 October 2013 from the respective phase-out date specified therein,
- The treatment of mercury waste contrary to Art. 11(3) of the Minamata Convention.

The production and use of chemicals listed in Annex A of the POPs Convention are also prohibited.

4.6 Animal welfare

Animals, as sentient beings, must be given the necessary respect and protection. Their welfare is to be guaranteed by the 5 Freedoms³ according to Farm Animal Welfare Council. DER Touristik Group and its suppliers and service providers acknowledge that wild animals are best seen in the wild and that animals in captivity must have positive experiences and a good life. Animals in captivity must be kept under species-appropriate conditions that allow them to behave normally and must not be mistreated or forced to behave unnaturally. The Supplier must meet the minimum requirements of the DER Touristik Animal Welfare Guideline⁴, which is based on the Animal Welfare Guidelines of British Travel Association ABTA, and commits to transparency when reviewing requirements.

In general, the companies of DER Touristik Group expect their Suppliers and their Supplier's suppliers to proactively develop solutions for greater animal welfare and to promote their implementation. Nationally applicable laws on animal welfare and protection must be fully complied with.

4.7 More environmentally friendly packaging

Efforts must always be made to use packaging that is more environmentally friendly. To this end, packaging must, wherever possible, be avoided or reduced or improved in terms of its environmental effects. These principles are to be applied in the order of priority given here – because the best packaging, from an ecological point of view, is one which can be avoided completely. Packaging is considered more environmentally friendly if it is reusable, uses as little material as possible, is recyclable or consists of secondary raw materials, alternative materials or certified paper.

5. BUSINESS INTEGRITY

The Supplier shall ensure that it truthfully and accurately documents its activities, its group structure and performance and that it discloses them in accordance with applicable regulations and industry standards. The Supplier must ensure that sufficient procedures are in place to avoid conflicts of interest.

The Supplier must conduct its business ethically and without bribery, corruption or any kind of fraudulent business practices, complying at least with applicable national laws and regulations.

If the regulations of this Supplier Code of Conduct or international legal provisions and conventions differ from local regulations, the stricter regulation shall always apply.

As of: June 2023

² <https://sciencebasedtargets.org/>

³ 1. Freedom from hunger, thirst and malnutrition; 2. Freedom from discomfort; 3. Freedom from pain, injury and disease; 4. Freedom from fear and suffering; 5. Freedom from act out normal behavior.

⁴ https://www.dertouristik.com/wp-content/uploads/2022/09/Animal_Welfare_Policy_DER-Touristik-Group.pdf