

SUPPLIER CODE OF CONDUCT

1. Introduction

As an international tourism operator, DERTOUR Group is aware of its responsibility towards the host countries, their cultures as well as towards their customers, partners, employees and society. We can only be successful as a business in the long term if the negative impacts of both our business activities and those of our suppliers are in harmony with people and the environment. Our goal is therefore to strengthen human and environmental rights and to prevent, minimise and remedy any violations. This commitment applies both to our own business activities and to our global supply chains and is set in the for us applicable [REWE Group Policy Statement](#)¹.

We therefore also expect you as our direct supplier² (hereinafter referred to as „Supplier“) to comply with the aforementioned principles. The present DERTOUR Group Supplier Code of Conduct (hereinafter referred to as “SCoC“) serves as a cornerstone for the joint and effective implementation of these principles.

The SCoC defines the expectations of DERTOUR Group with regard to the protection of human rights and environmental protection in the supply chain, which you as a supplier must observe and comply with in doing business with REWE Group Companies. For the terms of this SCoC, DERTOUR Group companies are all companies in the tourism sector in the broadest sense that fall within the business area of REWE-ZENTRALFINANZ eG as the parent company with its registered office in Cologne.

The SCoC is based on the requirements of the German Supply Chain Due Diligence Act (LkSG). As a company obliged under the LkSG, DERTOUR Group has established a comprehensive risk management system that covers the due diligence obligations of the LkSG. This Code of Conduct is an essential component of this risk management system. By incorporating the SCoC into the business relationship with its suppliers, DERTOUR Group fulfils the legal obligation to integrate its human rights strategy into the procurement processes. This SCoC forms the necessary basis for cooperative and appropriate collaboration in the supply chain to protect human rights and the environment.

The following provisions of this SCoC are binding in all business dealings between DERTOUR Group Companies and their Suppliers. The SCoC shall apply for as long as the Supplier is still in a business relationship with at least one DERTOUR Group Company.

The human rights and environmental rights included in this SCoC (sections 3 and 4) are based on the relevant risks identified by DERTOUR Group for a diverse procurement system with international and interconnected procurement.

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 regulations to which the Supplier is subject.

2. Duty to protect human rights and environmental rights

2.1 General information on the cooperation between REWE Group Companies and their Suppliers

It is the expectation of all DERTOUR Group Companies that the Suppliers will not violate any of the protected rights laid down in the catalogue of sections 3 and 4 of this SCoC (hereinafter: “human rights and environmental rights“). The Supplier undertakes to protect human rights and environmental rights in its own business area and to comply with the requirements of this SCoC.

The Supplier moreover undertakes to address the principles of this SCoC and the resulting obligations towards its suppliers in an appropriate manner to prevent violations of human and environmental rights in the further supply chain.

The Supplier must inform its employees about the contents of this SCoC and, if necessary, provide training. General training about human rights and environmental protection is equivalent to this. If required, DERTOUR Group will support the Supplier with the corresponding training courses.

If the Supplier is of the opinion that it cannot fulfil a requirement of this SCoC without violating applicable law, it shall inform DERTOUR Group (at a minimum REWE Zentralfinanz eG) thereof without delay.

The implementation of the expectations set out in this DERTOUR Group SCoC is at the discretion of the Supplier. In the interest of effective protection of human rights and environmental rights, DERTOUR Group expects the Supplier to operate appropriate risk management in accordance with the requirements of the LkSG. The appropriateness depends on the size, industry, and position of the Supplier in the supply chain. The Supplier should determine impacts of its business activities to human rights and environmental rights and address any identified risks and/or violations appropriately.

DERTOUR Group companies may at any time request the Supplier to support them with information about the further supply chain (supply chain mapping) to facilitate DERTOUR Group's determination of risks and/or implementation of preventive or remedial measures regarding human rights and environmental rights in the supply chain.

¹https://www.dertour-group.com/wp-content/uploads/2023/01/REWE_Group_Grundsatzerklerung_A4_ENG_vf.pdf

²A direct supplier is any party to a contract for the delivery of goods or the provision of services with a DERTOUR Group Company.

All measures and obligations set out in this DERTOUR Group SCoC shall, as far as possible, be implemented after consultation with the Supplier and always in accordance with the Supplier's legitimate interests (including, where applicable, the interests of its suppliers), the rights of employees, data protection and the protection of trade secrets.

2.2 Reporting of violations of human and environmental rights

Without prejudice to its further notification obligations under the provisions below, the Supplier is obliged to report any violation of the human rights and environmental rights as mentioned in this SCoC.

Our parent company REWE Group has implemented a grievance mechanism that is used for all legal entities, which can be accessed by employees and other potentially affected groups of people at any time to report violations of human rights and environmental concerns.

Reports can be made via **email** through humanrights@rewe-group.com or through the **website** rewe-group.reporting-channel.com

2.3 Information for DERTOUR Group risk analysis

The Supplier acknowledges that DERTOUR Group Companies are under an obligation to carry out a risk analysis in accordance with sec. 5 LkSG. Upon request of any DERTOUR Group Company, the Supplier shall promptly provide all information that is required by DERTOUR Group (or a third party commissioned by it for this purpose) to carry out the risk analysis with regard to the Supplier (including repeatedly, insofar as repetition is required pursuant to sec. 5(4) LkSG). If necessary, and for the same purpose, the Supplier shall also accept that employees or agents of DERTOUR Group may inspect the Supplier's business premises.

2.4 Preventive measures at the Suppliers own operations

If a DERTOUR Group Company, as part of its risk analysis pursuant to sec. 5 LkSG, identifies a risk in relation to the Supplier's business, the Supplier shall immediately upon demand of a DERTOUR Group Company take appropriate preventive measures in relation to the human rights- and/or environmental rights to which the risk relates. Among other things, the Supplier shall in this case:

- direct its responsible employees to participate in any training and further education offered by DERTOUR Group Companies (or equivalent training arranged by the Supplier itself),
- accept that employees or agents of DERTOUR Group or a third party may carry out 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, DERTOUR Group Companies may require the Supplier to submit to any recognised certification or audit system that ensures the implementation of independent and appropriate controls.

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

If the Supplier itself identifies a risk, it must take appropriate preventive measures independently and without being requested to do so.

2.5 Remedies for violations at the Supplier's own operations

If human rights or environmental rights have been violated at the Supplier's own operations 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 or to minimise the extent of the violation.

The Supplier shall on request prove to DERTOUR 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 immediately submit a plan and a concrete timetable for the outstanding measures and their becoming effective ("Corrective Action Plan") to DERTOUR Group. DERTOUR Group will provide the Supplier with appropriate support in the preparation of the Corrective Action Plan at the Supplier's request.

The Supplier shall review the effectiveness of all measures taken pursuant to this section 2.5 one year later or earlier if there is a reason for this; if necessary, the Supplier shall adjust the measures appropriately. The Supplier shall on request report to DERTOUR Group (at a minimum to REWE Zentralfinanz eG) on the findings of its review and any adjustments made.

If the Supplier fails to comply with any of its obligations under this section 2.5, each REWE Group Company 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 further supply chain

If factual indications suggest the possibility of a violation of human rights or environmental rights in the Supplier's further supply chain (i.e., at one of the Supplier's direct or indirect suppliers), or if such a violation has occurred, the supplier is obliged to report this circumstance to DERTOUR Group in accordance with section 2.2 above.

The Supplier shall upon demand of DERTOUR Group promptly:

- procure all information required by REWE 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)
- at its best efforts impose appropriate preventive measures on the supplier in question, such as the implementation of appropriate audits by employees of DERTOUR Group or by an independent third party during normal business hours and after reasonable notice in advance, 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 support DERTOUR Group to the best of its efforts in the development and implementation of a concept to prevent, terminate or minimise the risks or violations. In particular, the Supplier shall ensure to the best of its efforts the cooperation of its direct supplier or request the necessary cooperation in the further supply chain, to ensure, that the supplier immediately takes the appropriate remedial measures in accordance with the concept. Section 2.5 applies accordingly.

Upon request, the Supplier shall inform REWE Group (at least to REWE Zentralfinanz eG) upon request which remedial measures have been taken.

The Supplier shall at its best efforts 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). If the supplier in the Supplier's further supply chain refuses to cooperate in remedying the violation, this must be documented by the Supplier and proven to DERTOUR Group upon request.

2.7 Information on REWE Group's grievance mechanism

The Supplier is obliged to inform about the possibility of reporting violations via the REWE Group grievance mechanism in his own business area and vis-à-vis direct suppliers in an appropriate way. The supplier must inform employees clearly and comprehensibly about the options to report via the REWE Group grievance mechanism. The Supplier expressly undertakes not to disadvantage or penalise employees or other potential parties who use the REWE Group grievance mechanism in any way. As far as the Supplier obtains knowledge of facts from the grievance mechanism, in particular the identity of complainants, it shall treat these as strictly confidential and take appropriate precautions to ensure confidentiality.

2.8 Rights of DERTOUR Group in the event of breach of obligations by the Supplier

If the Supplier breaches its obligations under sections 2.1 through 2.7 in an intentionally or in a grossly negligent way, any DERTOUR Group Company shall be entitled to terminate for good cause any continuing obligations in place with the Supplier and to withdraw from any purchase contracts not yet fully performed, provided that:

- the breach is related to a very serious violation of human rights or environmental rights,
- cooperation in a Corrective Action Plan is refused without reasonable cause, or
- no other, less extensive means are available to the DERTOUR Group company to end the violation

Further rights to which DERTOUR Group Companies may be entitled to in the event of a breach of obligations by the Supplier (in particular the right to demand compensation for any damages incurred) shall remain unaffected.

3. Human rights and related rights

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, where national regulations and laws so provide, 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 special regulations, e.g. to protect pregnant women and employees with special needs, must always be complied with. The use of overtime must be voluntary or regulated by contract or collective agreement.

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.

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.

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, 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 in tourism products

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

DERTOUR Group reserves the right to terminate the contract with the supplier without notice if it becomes apparent that the supplier promotes or tolerates criminal acts, such as the sexual exploitation of children.

3.5 Children's rights requirements for tourism products

Product requirements for host families and social project visits are defined in the [DERTOUR Group's policy statement on child safeguarding](#)³. The providers of these services commit to implementing the requirements, which are communicated and monitored as part of training courses. Tourist visits to schools and orphanages or participation in volunteer work with children are not permitted.

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 young persons.

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 using employment agencies, both directly and indirectly. Employment agencies may only be used if they operate lawfully and responsibly. As far as possible, certified employment agencies must be used.

3.9 Occupational safety and health

The occupational health and safety rules that apply according to the law of the place of employment must be complied with at all times. At each operating site, systems that are appropriate in relation to the size and harmful nature of the business 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 among its senior employees 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

³See: <https://www.dertour-group.com/wp-content/uploads/2022/12/DER-Touristik-Group-Policy-Statement-on-Child-Safeguarding.pdf>

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.

4. Environmental rights

4.1 Resource consumption, avoidance of environmental pollution

In addition to applicable local environmental laws, all internationally recognised environmental standards must be complied with.

Throughout the entire supply chain, the aim is to avoid or continuously reduce negative 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 to promote circular economy. This applies to both goods and packaging.

4.2 Handling of goods

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, kept current at all times and complied with.

4.4 Climate protection

The DERTOUR Group Companies expect appropriate measures to be taken at all levels of the supply chain to reduce the CO₂e balance 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 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 Initiative and only then to compensate for residual emissions.

The protection of forests and other valuable ecosystems plays a central role in mitigating climate change and in preserving biodiversity. The REWE Group Companies 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 neutralisation is provided through reforestation in the event of any legal deforestation. The level of residual emissions is predefined by the SBT initiative.

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 phaseout 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

Nationally applicable laws on animal welfare and protection must be fully complied with.

The following also applies to tourism products and services: As sentient beings, animals must receive the necessary respect and protection. Their welfare must be ensured in accordance with the 5 freedoms⁴ of the Farm Animal Welfare Council. DERTOUR Group

⁴In detail: 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 to express normal behaviour.

and its suppliers recognize that wild animals are preferably observed in the wild and that animals in captivity must have positive experiences and good living conditions. 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 for animal welfare set out in the DERTOUR Group [Animal Welfare Policy Statement](#)⁵, which is based on the Animal Welfare Guidelines of the British Travel Association ABTA, and is committed to transparency when reviewing requirements.

In general, REWE Group Companies expect Suppliers and their suppliers to proactively develop solutions for greater animal welfare and to promote the implementation of such measures.

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

The supplier must ensure that adequate procedures are in place to avoid conflicts of interest.

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

⁵See: <https://www.dertour-group.com/wp-content/uploads/2024/01/DER-Touristik-Group-Animal-Welfare-Policy-Statement.pdf>