



fielmann  
group

SUPPLIER  
CODE OF CONDUCT

# Content

---

3	Forward
5	Standards to be met
8	Measures
9	Legal consequences in case of violation of the standards
11	Supplier declaration

---

# Foreword

---

Dear Partner,

The Fielmann Group (“Fielmann”) is a stock-listed family business based in Hamburg, Germany. As the most customer-oriented provider of eyewear, contact lenses and hearing aids, we serve our 28 million active customers through an omnichannel platform comprised of digital sales channels and more than 1.000 retail stores.

Fielmann assumes responsibility for its customers, its employees and for the community. We help everyone hear and see the beauty in the world.

Fielmann respects the law. This applies regardless of whether it is international or local law. We demand the same from our employees and our business partners. Our company is characterised by the trusting and responsible interaction of all employees, the protection of human rights, the protection of the environment, and our business conduct.

With this in mind, Fielmann has drawn up a binding guideline (“Supplier Code of Conduct”) for its suppliers. This is based primarily on the following standards:

- United Nations Universal Declaration of Human Rights
- International Covenant on Civil and Political Rights
- International Covenant on Economic, Social and Cultural Rights
- UN Guiding Principles on Business and Human Rights
- UN Convention on the Rights of the Child
- UN Convention on the Elimination of all Forms of Discrimination Against Women
- Core Labour Standards of the International Labour Organization (ILO)
- OECD Guidelines for Multinational Enterprises

We expect that our partners in the supply chain ensure that their management and employees base their actions on these standards.

In order to ensure the high standard of our products and customer expectations in the long term, this Supplier Code of Conduct shall be observed and implemented throughout our entire supply chain. We therefore require suppliers to comply with our Supplier Code of Conduct.

Please sign and return the original of the enclosed supplier declaration to your contact person in Purchasing. He/she will also be happy to answer any questions you may have.

Fielmann Group AG

# 1. Standards to be met

---

## **a. Compliance with the law**

The supplier hereby undertakes to comply with all laws applicable to it.

## **b. Respect for employees' human rights**

The supplier hereby undertakes:

- in accordance with ILO Core Labour Standards, not to use child labour, i.e. in particular not to employ children below the minimum permissible age, which corresponds to the age at which compulsory schooling ends under the applicable national law and is at least 15 years old;
- not to use forced labour, i.e. that work is always carried out voluntarily and is not required under threat of punishment, and in accordance with the ILO Core Labour Standards to refrain from the use of forced or unlawful compulsory labour, in particular in the form of bonded labour, human trafficking, slavery, slave-like practices, servitude or other forms of domination or oppression in the workplace environment, such as economic or sexual exploitation and humiliation, and to ensure that its employees maintain control over their identity documents and that they do not pay fees or other payments in order to be employed;
- to promote equal opportunities and equal treatment of its employees and not to treat anyone unequally on the basis of national or ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief;
- to give the highest priority to protecting and promoting the health of its employees and consistently comply with applicable health and safety laws;
- to recognise the right of all its employees to freely form or join trade unions and not use the formation, joining or membership of a trade union as a reason for unjustified discrimination or retaliation, and ensure that trade unions can operate freely and in accordance with applicable national laws;

- not to tolerate behaviour (including gestures, speech, and physical contact) that is sexually coercive, threatening, abusive, or exploitative;
- to provide for adequate remuneration by paying its employees in a timely manner in accordance with local industry and labour market standards and local minimum wage laws and in accordance with the terms of applicable collective bargaining agreements, if any, and by clearly communicating to them the basis upon which they are being paid and, to the extent that remuneration is insufficient to cover the cost of a reasonable living and to provide for a minimum level of reserves, by adjusting remuneration accordingly, and by not applying wage deductions as punitive measures;
- and to comply with all applicable local laws regarding working hours, including overtime, rest breaks and paid vacations.

**c. Environmental protection and energy efficiency**

The supplier hereby undertakes to comply with all legal requirements concerning environmental protection and energy efficiency, to minimise environmental pollution and to continuously improve environmental protection.

**d. Money laundering, free competition, insider trading and financial information**

The supplier hereby undertakes to comply with all applicable anti-money laundering laws and to ensure that it does not enable the concealment of funds of illegal origin through its business activities. Furthermore, it hereby undertakes that it will conduct itself fairly in competition and observe the applicable competition and antitrust laws.

The supplier shall comply with the laws against insider trading. It is prohibited by law to use insider information when trading in securities or other tradable financial instruments and to communicate insider information to third parties for such purposes. If the supplier becomes aware of such information, it shall handle it in accordance with the regulations on insider trading.

The supplier may not base its business records on or publish false or inaccurate financial information relating to Fielmann. The supplier's business records must be kept in accordance with all applicable laws and maintained on an accrual basis.

**e. Prohibition of corruption and bribery**

The supplier hereby undertakes that it will not tolerate corruption. It assures that it strictly adheres to the relevant anti-corruption laws. Furthermore, it confirms that its company complies with the conventions of the United Nations (UN) and the Organization for Economic Cooperation and Development (OECD) to combat corruption. In particular, the supplier shall ensure that its employees, subcontractors or representatives do not offer, promise or grant any advantages to employees of Fielmann or related third parties with the aim of obtaining a contract or other preferential treatment in its business dealings.

**f. Invitations and gifts, as well as conflicts of interest**

The supplier hereby undertakes that it will not misuse invitations and gifts to gain influence. Invitations and gifts will only be granted to employees or persons close to them if they are appropriate to the occasion and in scope, i.e. they are of low value and can be regarded as an expression of local generally accepted business practices. Similarly, the supplier does not demand unreasonable benefits from employees of the Fielmann Group.

The supplier undertakes, both internally and with regard to Fielmann, to avoid bias and other conflicts of interest as well as undue influence by others in the course of its business activities and, in the event of their occurrence, to disclose them to Fielmann without delay.

## 2. Measures

---

### **a. Constant review and necessary adjustment**

The standards to be complied with by the supplier may be adjusted by Fielmann depending on the results of the risk analysis carried out by Fielmann on an ongoing basis. The supplier will be informed by Fielmann one month before any adjustment comes into force and has the opportunity to object to this within two weeks of being informed, which Fielmann will point out to the supplier separately in each individual case. In the event of an objection, Fielmann and the supplier will agree on the further procedure in a meeting.

### **b. Transfer to indirect suppliers**

The supplier undertakes to impose the human rights-related and environmental expectations required by Fielmann on its suppliers to an appropriate extent, to take them into account when selecting suppliers as well as dealing with its suppliers, regularly monitor compliance by its suppliers and enforce compliance by its suppliers through appropriate sanction mechanisms such as contractual penalties, suspension or termination of the business relationship, etc. Should there be a violation of the standards of this Supplier Code of Conduct by indirect suppliers, the supplier shall inform Fielmann immediately and work closely with Fielmann to remedy the violation.

### **c. Audits**

Fielmann reserves the right to check compliance with the standards of this Supplier Code of Conduct. Fielmann is entitled to carry out a comprehensive review of compliance with the standards of this Supplier Code of Conduct at appropriate intervals, but at least annually, irrespective of the occasion, or to have such a review carried out by an auditor. Fielmann shall announce the audit with an appropriate period of notice before the audit is carried out. For this purpose, the supplier shall grant Fielmann and/or the auditor access to its premises during its normal busi-



ness hours (but at least from 8.00 a.m. to 5.00 p.m.) as well as comprehensive inspection of and access to all documents, data and systems in connection with the performance of the contracts concluded. The supplier shall be entitled to take appropriate measures to protect its trade and business secrets and to protect confidentiality with regard to its customer data.

#### **d. Duty to inform**

The supplier shall regularly inform Fielmann of any violations and risks identified by it in its business area and the measures taken.

### 3. Legal consequences in case of violation of the standards

---

Should a violation of the standards of this Supplier Code of Conduct be identified, Fielmann will notify the supplier of this in text form and set an appropriate grace period for the supplier to bring its conduct into line with these standards. In order to end or minimise a violation, Fielmann may act in a supporting capacity. The supplier shall provide the information required for this purpose and shall behave in a cooperative manner; in particular, if necessary, it shall develop and implement a plan together with Fielmann to end or minimise the violation.

If the supplier culpably violates the standards of this Supplier Code of Conduct, Fielmann is entitled to temporarily suspend the business relationship.

Should the continuation of the contract prove unacceptable for Fielmann, Fielmann may terminate the contract after the fruitless expiry of a grace period if Fielmann has threatened to do so when setting the grace period.

Hamburg, November 2023

---

**"We help *everyone* hear and see  
the beauty in the world."**

---

## Supplier declaration

---

We have received a copy of Fielmann's Supplier Code of Conduct in the version of November 2023 and hereby declare, in addition to our obligations and agreements in our other contracts with Fielmann, to act in accordance with all standards and rules contained in the Supplier Code of Conduct and also to commit our employees accordingly.

Company name:

---

Full address:

---

Surname, first name of contact person:

---

Position:

---

Phone number:

---

E-mail address:

---

Place:

date:

Signature & company stamp:

---

---

Name of the signatory: