

Simon & Schuster Supplier Compliance Policy

Purpose

Simon & Schuster, LLC; Simon & Schuster Digital Sales LLC; Simon & Schuster Australia Pty Ltd; Simon & Schuster Canada ULC; Simon & Schuster Publishers India Private Limited; and Simon & Schuster (UK) Limited are referred to herein collectively as “S&S”. S&S is committed to legal, compliant and ethical business practices in all of its operations worldwide and strives to maintain a global work environment that reflects the highest standards of business ethics and workplace behavior. In line with this commitment, S&S expects all of its suppliers to comply with all applicable laws and regulations in the places in which they do business, and also expects all suppliers to maintain the highest degree of ethics in every aspect of their business as delineated in this policy. S&S is firm in its resolve to do business only with those suppliers who share in its commitment to integrity.

Scope

A successful relationship with S&S lies in the shared commitment to integrity and ethics. All of S&S’s suppliers should be familiar with S&S’s [Business Conduct Statement](#) (“BCS”) in order to get a sense of what is required of S&S employees and expected of S&S business partners in areas that fall within your business activities. Hard copies of the BCS are available upon written request via email to compliance@simonandschuster.com or from your business contact.

You are a supplier if you provide products to S&S, act for or on behalf of S&S or you provide services to or in conjunction with S&S. For the avoidance of doubt, a supplier includes, but is not limited to, a vendor, distributor, consultant, independent contractor, agent, or sub-contractor (hereafter collectively a “Supplier”).

How we Do Business

Anti-Corruption and Anti-Bribery

Suppliers must comply with all applicable anti-corruption and anti-bribery laws and regulations globally, including, but not limited to, the United States Foreign Corrupt Practices Act, the UK Bribery Act of 2010, and the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

Suppliers shall not engage in bribery or corruption.

Suppliers are prohibited from giving, promising, offering, or authorizing payment of anything of value directly or indirectly to any government official (both U.S. and non-U.S. officials) or their representatives, agents or family members to obtain or retain business, to secure some other improper advantage, or to improperly influence a government official's actions. Suppliers should also avoid the appearance of improper interactions with government officials.

In addition to the prohibitions of bribing government officials discussed above, S&S prohibits employees from offering or providing corrupt payments and other advantages (monetary or otherwise) to or accepting the same from private (non-government) persons and entities.

This prohibition includes facilitation payments, gifts and hospitality, grants or donations in relation to their business with S&S.

Suppliers shall not give any improper political contributions or payments to public officials in relation to their work with S&S. Suppliers shall comply with all applicable laws and regulations related to donations, grants, and political contributions.

Gifts, Entertainment and Meals

Suppliers are strictly prohibited from offering or giving money, discounts, entertainment, meals, transportation, gifts or other favors or personal benefits to individual S&S employees that exceed \$250 US without the prior written consent of the General Counsel.

Competition

Suppliers shall not engage in or cause S&S to engage in any anti-competitive, unfair or deceptive business practices. Suppliers will adhere to applicable local and international antitrust laws. Suppliers will also employ fair business practices, including accurate and truthful advertising.

Trade Embargoes, Sanctions, and Export/Imports

Suppliers shall abide by all trade embargo, boycott and sanctions laws and

regulations (particularly United States anti-boycott laws). Suppliers shall not engage in any actions in the course of its work with S&S that would violate any embargoes, boycott laws or trade sanctions laws.

Suppliers will also follow all relevant export and import laws and regulations in the jurisdictions in which they operate.

Government Contracting

Suppliers shall abide by all government contracting laws and regulations. Suppliers shall also ensure that their employees act ethically and lawfully when engaging in government bids, procurements and contracts. Suppliers shall not violate the terms of any of their government contracts related to work with S&S. Suppliers shall also devise and maintain all necessary controls and records mandated by their government contracts.

Taxes

Suppliers shall not engage in tax evasion and shall not facilitate another to evade any national or international tax law, including but not limited to, the UK Criminal Finances Act 2017. Suppliers shall not act in any way that could assist, or could be considered assisting, another person or entity with deliberately and dishonestly evading their obligations to pay tax, committing a tax evasion offence, or engaging in conduct that could be contrary to any applicable local and international tax laws and regulations.

Financial Practices & Audit Rights

Maintaining accurate books and records is a critical requirement for Suppliers, ensuring transparency and compliance with legal and regulatory standards. All Suppliers must maintain accurate financial reporting systems and records relating to their dealings with S&S and make them available for review by S&S upon request. S&S reserves the right to audit its Suppliers to ensure compliance with this policy.

Building Trust in our Communities

Employment

Suppliers shall commit themselves to fair and ethical employment practices including those relating to discrimination, child and forced labor, wages, hours, overtime and benefits, health, safety, and the environment. Suppliers shall ensure

that the terms and conditions of their employment are not discriminatory.

Suppliers shall ensure that their workplaces are free from acts of sexual, physical, mental or any other form of harassment, abuse or improper behavior. Suppliers shall also ensure that improper behaviors are prohibited in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Conflict Minerals

“Conflict minerals” refers to specific raw materials or minerals that are mined in areas of the world where conflict is occurring and where the mining and trading of these materials can finance armed groups, fuel forced labor and contribute to human rights abuses. Conflict mineral must not be incorporated into or otherwise used in manufacturing any products S&S may manufacture or contract to manufacture. For the absence of doubt, this prohibition includes minerals smelted into tin, tantalum, tungsten and gold sourced from the Democratic Republic of Congo or adjoining countries.

Child Labor, Human Trafficking and Modern Slavery

Suppliers shall not use child labor and shall employ Personnel who meet the applicable minimum legal age requirement to work in the country or countries in which they operate. Suppliers shall not engage in or support human trafficking or modern slavery, including forced, bonded, or involuntary labor.

Information and Data Security

Privacy

Suppliers shall comply with all privacy regulations, privacy industry standards, and S&S’s privacy policies and procedures, including the Supplier’s maintenance of proper privacy controls for information collection, use, security, and disclosure that comply with S&S’s policies and legal requirements. Suppliers shall ensure compliance with the privacy and cybersecurity regulations for the jurisdiction(s) in which it operates and S&S privacy and cybersecurity policies. For example, Suppliers who operate in the European Union shall devise systems which comply with the EU’s General Data Protection Regulation (“GDPR”).

Intellectual and Other Property

Suppliers shall not use S&S's name, assets (including, without limitation, intellectual property such as any S&S trademarks or logos), facilities or services without prior written authorization or for any improper purpose.

Confidentiality

Suppliers shall not disclose confidential and/or proprietary information to any third party (including, without limitation, the press) without prior written authorization. Suppliers shall undertake steps to ensure that all confidential and proprietary information is kept in privacy and shall ensure that their employees, systems, and controls maintain such confidentiality.

Cybersecurity

Certain Suppliers will be required to complete an Information Security Questionnaire and provide SOX 2 report[s] to the Director of Information Security. Suppliers must implement security measures, including encryption, regular security audits, and access controls, to safeguard data against unauthorized access, breaches, and cyber threats. Additionally, Suppliers are required to promptly report any security incidents or vulnerabilities and cooperate fully with S&S's cybersecurity protocols and investigations.

Compliance

S&S's business partners are on notice that S&S expects **strict COMPLIANCE** with all applicable laws, regulations and standards at the local, national, and international level that concern the above topics. In cases where there are conflicting standards regarding the same topic, the stricter rules should apply.

Training

Suppliers are expected to conduct training on the requirements herein.

Representations and Warranties

The Supplier hereby represents and warrants that by engaging in business with S&S, it has agreed that its products and services comply with applicable laws and this Supplier Compliance Policy. The Supplier further agrees to notify subcontractor[s] of S&S's requirements and shall be responsible for its or its subcontractors' acts or omissions.

The Supplier agrees to indemnify S&S, its officers, directors, successors, agents, and assigns, from any and all claims (including reasonable attorneys' fees) arising out of the breach of the Supplier's representations and warranties. If the Supplier determines or suspects that it or its subcontractor[s] has violated any of the policies listed herein, or otherwise engaged in a violation of applicable law, the Supplier should notify compliance@simonandschuster.com or your business contact within 30 days of discovery of the concern.

Breach

If it is found that a Supplier has committed one or more violations of this policy, S&S will take appropriate action to the extent enforceable under local law. Such action may range from working with the Supplier to ensure that steps are taken to address the violations and prevent their reoccurrence, to canceling the affected contract, terminating the relationship with the Supplier, making disclosures to law enforcement or regulatory authorities and commencing legal action against the Supplier or other actions as warranted. S&S cooperates with law enforcement authorities in the proper execution of their responsibilities.

S&S reserves the right to modify this policy, at any time, without prior notice.

For any questions regarding S&S's Supplier Compliance Policy, please write to compliance@simonandschuster.com or your business contact.

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