SUSTAINABILITY APPENDIX

For the publishers, suppliers, and other cooperation partners (hereinafter Business Partners) of Lehtipiste Group (hereinafter Lehtipiste).

Lehtipiste: [contact information and contact person]

Business Partner: [contact information and contact person]

1. Meaning of this Appendix and background

Lehtipiste's goal is to be a reliable business partner. We believe that sustainable and responsible practices create long-term value for both Lehtipiste and its stakeholders. The commitment of Lehtipiste and its owner Tradeka to the UN Global Compact guides the entire cooperative in complying with the ten principles relating to human rights, labor, the environment and climate, and anti-corruption. In their operations, Tradeka Group companies take into account the goals of the Paris Agreement to limit global warming to a 1.5-degree temperature increase.

This sustainability appendix ("**Sustainability Appendix**") defines the minimum sustainability requirements with which all of Lehtipiste's business partners must comply. The requirements set out in this Sustainability Appendix are the same for all business partners. The method for verifying compliance is described in section 7.

The Sustainability Appendix is based in particular on the following international frameworks:

- The ten principles of the UN Global Compact initiative.
- The UN Guiding Principles on Business and Human Rights (UNGP).
- The OECD Guidelines for Multinational Enterprises on Responsible Business Conduct.
- The International Bill of Human Rights.
- The International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work.

The Business Partner independently commits to monitoring and complying with all EU and national sustainability, environmental, labor, and human rights regulations applicable to its operations, as in force from time to time. This obligation automatically covers all new and updated legislation without any need to update this Sustainability Appendix separately.

2. General obligations of the Business Partner

2.1 Compliance with sector-specific regulations

The Business Partner commits to complying with all applicable laws, regulations, and official requirements in effect from time to time that apply to its operations and sector, including but not limited to the EU General Product Safety Regulation (GPSR) on product safety, chemical and cosmetics legislation (REACH, CLP, the Cosmetics Regulation), transport regulations (ADR and other legislation on the transport of dangerous goods), and regulations related to deforestation and the origin of raw materials (EUDR).

The Business Partner commits to being responsible for the performance of its subcontractors as it is for its own performance, and to requiring its subcontractors and other business partners to comply with the terms of this Appendix. The Business Partner commits to regularly monitoring the operations of its subcontractors.

2.2 Due diligence

The Business Partner commits to exercising due diligence in its operations and maintaining processes and procedures through which it identifies, prevents, mitigates, and remedies the actual and potential adverse impacts of its operations on people and the environment. This obligation covers both the Business Partner's own operations and its entire value chain, including subcontractors and raw material sourcing.

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Upon request, the Business Partner shall, without delay, provide descriptions of its due diligence processes and practices.

3. Environmental responsibility (E)

3.1 Emissions reduction and climate impacts

The Business Partner considers the climate impacts of its operations and actively strives to reduce its greenhouse gas emissions. For product transport, the Business Partner chooses modes of transport and routes with the smallest possible carbon footprint. Energy and water consumption, as well as emissions into the air, water, and soil, are systematically reduced.

3.2 Circular economy, waste, and packaging

The Business Partner commits to handling all waste in accordance with the law and the manufacturer's instructions, and to reducing the generation of waste. In packaging, the Business Partner avoids unnecessary materials, favors recycled and recyclable materials, and complies with applicable EU and national packaging legislation. Where possible, markings that facilitate recycling are added to products.

3.3 Biodiversity and responsible sourcing

The Business Partner commits to mitigating the impacts of its operations on biodiversity. In all material choices, the Business Partner favors the most environmentally friendly and certified materials available. The Business Partner complies with applicable EU legislation concerning deforestation, biodiversity, and responsible sourcing.

3.4 Product safety, quality, and traceability

The Business Partner defines its role in the supply chain (manufacturer, importer, distributor) and ensures that all statutory obligations relating to that role are met.

The Business Partner maintains technical documentation, declarations of conformity, and other documents relating to product safety and provides them upon request.

The Business Partner reports any dangerous products without delay and, where necessary, participates in notifications to the authorities (e.g., Safety Gate/RAPEX).

The Business Partner ensures that all products and their accompanying materials are safe for their intended use and meet the requirements of applicable EU, national, and other legislation. Products must have a functioning traceability system that makes it possible to identify the raw materials and packaging used in the manufacture of the products as well as their suppliers.

If safety or quality deviations are detected in a product, the Business Partner must have any further analyses carried out at an accredited testing institution or laboratory at its own expense.

3.5 Optimization of deliveries (applies only to the press and magazine business)

This section applies only to the press and magazine business and does not apply to the consumer goods business. The Business Partner strives to size delivery quantities based on the sales and demand data provided by Lehtipiste so that product availability is guaranteed while returns, waste, and unnecessary transport are minimized. Product returns from points of sale are handled in as environmentally friendly a manner as possible, and all returned products are recycled efficiently.

3.6 Prohibited and dangerous products

The Business Partner does not supply Lehtipiste's distribution network with any products that are prohibited or restricted without the required markings, permits, and documentation.

This applies in particular to:

- Lithium batteries.
- Chemicals and aerosols.
- Other products classified as dangerous.

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3.7 Materials and deforestation

For products that fall within the scope of the EUDR, the Business Partner ensures that the products meet the requirements of the EU Deforestation Regulation (EUDR). For wood-based materials that are exempt from the scope of the EUDR, this requirement does not apply.

Certified materials (e.g., FSC, PEFC) are favored, and their origin can be verified.

4. Social responsibility and human rights (S)

The Business Partner commits to respecting internationally recognized human rights and to complying with all applicable labor and human rights legislation. This covers in particular the following areas:

4.1 Human rights and non-discrimination

The Business Partner respects universal human rights, including freedom of thought, opinion, expression, and religion. All forms of discrimination and harassment are prohibited. No one may be discriminated against on the basis of, for example, race, age, nationality, gender, or sexual orientation.

4.2 Labor rights and working conditions

The Business Partner complies with applicable labor legislation and the ILO conventions in force from time to time concerning working hours, remuneration, freedom of association, and the right to collective bargaining. The Business Partner commits in particular to the following:

- Employees have the right to form associations and to belong to a trade union.
- Employees are treated equally and are paid at least the wage required by applicable legislation.
- Employees are provided with a safe working environment, and harassment is not permitted.
- Employees have valid permits authorizing them to work, and they have been informed of the terms of employment before work begins.

4.3 Prohibition of forced labor and child labor

The Business Partner ensures that no form of forced labor is used or accepted in any of its locations or operations. The employment relationship must be voluntary, and employees may not be required to provide a deposit, pay recruitment fees, or provide other securities. Employees must be free to leave the workplace at the end of their shift. The Business Partner complies with all applicable EU and national forced labor legislation.

The Business Partner respects the rights of children and does not use or accept child labor. The minimum age for beginning work is 15 years, as defined by the ILO, or the age limit set by local legislation, whichever is higher.

4.4 Occupational health and safety

The Business Partner is responsible for the health and safety of employees, visitors, and other persons within the sphere of influence of its operations and complies with applicable occupational safety requirements.

4.5 Reporting channels

The Business Partner implements a confidential channel through which employees can report violations of labor and human rights, misconduct, and corruption anonymously. Misconduct can also be reported through the Tradeka Group's anonymous reporting channel at tradeka.fi/whistleblowing. The anonymous reporting channel is maintained in accordance with the EU Whistleblower Protection Directive or corresponding applicable national legislation.

4.6 Logistics and transport work

The Business Partner ensures that the working conditions of employees involved in transport meet applicable legislation and collective agreements.

The Business Partner prevents underpayment and illegal work arrangements and ensures appropriate working and rest periods for drivers.

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5. Good governance and business transparency (G)

5.1 Business transparency

The Business Partner warrants that it is a duly established legal entity existing in accordance with applicable laws and has the right to conduct business and enter into contracts with Lehtipiste. The Business Partner is aware of the risks relating to its operations and commits to implementing appropriate procedures to minimize them.

5.2 Anti-corruption and anti-bribery

The Business Partner and the subcontractors it uses must observe absolute integrity in all business dealings. The Business Partner shall never, under any circumstances, directly or indirectly pay, give, offer, or accept a bribe, nor participate in any way in corruption or other improper business dealings. The Business Partner maintains policies to prevent bribery and corruption.

5.3 Compliance with competition laws

The Business Partner complies with applicable competition legislation and does not enter into agreements or arrangements that could be deemed to distort competition. The Business Partner maintains policies to prevent competition violations.

5.4 Taxation, anti-money laundering, and sanctions

The Business Partner complies with applicable tax legislation and pays all required taxes and official charges. The Business Partner complies with all applicable anti-money laundering laws and sanctions regulations.

5.5 Knowing your business partners

The Business Partner commits to knowing and selecting its own business partners carefully, thereby identifying and preventing the risks of becoming involved in illegal business. The Business Partner promotes compliance with this Sustainability Appendix or equivalent requirements within its own supply chain.

5.6 Responsibility for product content

Products, their content, and their marketing and advertising must comply with applicable legislation and the good practices observed in the sector, such as, for press products, the Guidelines for Journalists of the Council for Mass Media and other regulations in the field.

5.7 Stakeholder cooperation and conflicts of interest

The Business Partner commits to communicating openly and transparently with its stakeholders and to notifying Lehtipiste of all actual and potential conflicts of interest relating to its operations as a business partner of Lehtipiste.

5.8 Product-specific requirements in different business operations

Press and magazine distribution: The Business Partner ensures that samples distributed with magazines (e.g., cosmetics, chemicals) are appropriately labeled, safe, and contain the required information (e.g., INCI, warnings). Labels may not be covered during distribution.

Pakettipiste and logistics: The Business Partner ensures that the products to be delivered are fit for transport and meet all transport and safety requirements.

Korttipiste and Putinki Art: The Business Partner ensures that consumer products meet product safety requirements and contain the necessary markings (e.g., CE marking where required), and that their safety is monitored on the market.

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6. Compliance, reporting, and sanctions

The Business Partner:

- Allows Lehtipiste to verify compliance with this Sustainability Appendix through dialogue and regular meetings and, where necessary, through site-specific audits announced well in advance.
- Responds to Lehtipiste's inquiries relating to this Sustainability Appendix accurately and within a reasonable timeframe.
- Acknowledges that Lehtipiste has the right to conduct audits without prior notice for justified cause.
- Commits to implementing corrective measures within the agreed deadline. If corrective measures are not implemented, Lehtipiste has the right to suspend the cooperation.
- Commits to all reporting and sanctions-related obligations communicated by Lehtipiste that are based on the EU sustainability obligations imposed on retail trade and its supply chain.
- Understands that Lehtipiste considers violations of the law and of this Sustainability Appendix, as well as the failure to implement corrective measures, to be a breach of contract that may lead to the suspension or termination of product distribution or to the termination of the business relationship in the manner permitted by competition legislation.
- Gives its employees the opportunity to report conduct contrary to the rules anonymously.
- Notifies Lehtipiste's contact person immediately of all suspected or detected violations of this Appendix that may have an impact on the business relationship or on Lehtipiste.
- Commits to providing Lehtipiste, upon request and within a reasonable time, with the information necessary to assess compliance with this Sustainability Appendix. Such information may include, but is not limited to, information relating to the following areas:
  - Environmental impacts (e.g., energy consumption, emissions, transport, materials).
  - Social sustainability (e.g., working conditions, occupational safety, headcount).
  - Good governance (e.g., codes of ethics, risk management, reporting channels).

If the information provided by the Business Partner under this Sustainability Appendix contains personal data, the parties process it in accordance with applicable data protection legislation (including the EU General Data Protection Regulation 2016/679). The Business Partner provides the information primarily in anonymized or aggregated form unless a statutory obligation requires individualized data.

- Commits to notifying Lehtipiste without delay of all material deviations, violations, or official measures relating to the areas of this Sustainability Appendix. Lehtipiste may use the information provided to fulfill its own statutory reporting obligations, including the EU sustainability reporting requirements. Lehtipiste may require the information to be provided regularly and in a standardized form if this is necessary to fulfill statutory obligations.

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7. Verification of compliance

The requirements of this Sustainability Appendix are the same for all business partners regardless of the verification method chosen. The Business Partner verifies its compliance by choosing one of the following three paths. **Lehtipiste reserves the right to assess the sufficiency of the chosen path and, where necessary, to request additional information or a transfer to another path. Lehtipiste may require additional information if the sector or product category involves elevated risks (e.g., chemicals, consumer products, international sourcing).**

7.1 Path A – Direct signature

The Business Partner signs this Sustainability Appendix in section 8. This is the primary and most recommended verification method. By signing, the Business Partner commits to all the requirements set out in this Appendix.

7.2 Path B – Equivalence through its own Code of Conduct

If the Business Partner follows its own Code of Conduct or an equivalent sustainability policy, the Business Partner can verify its compliance by providing Lehtipiste with:

- Its own Code of Conduct documentation or equivalent sustainability policy.
- Written confirmation that the Business Partner's own practices cover at least the requirements set out in sections 2–6 of this Sustainability Appendix.

Lehtipiste assesses the equivalence of the documentation provided. If Lehtipiste detects shortcomings, it may ask the Business Partner to supplement its documentation or transfer to Path A. The Business Partner commits to informing Lehtipiste's contact person of all material changes to its own Code of Conduct.

7.3 Path C – Third-party certifications

The Business Partner can verify its compliance by providing Lehtipiste with valid certifications or assessments issued by a recognized third party, such as:

- EcoVadis assessment.
- Amfori BSCI audit.
- ISO 14001 (environmental management system) & SA8000 (social responsibility).
- Other equivalent, internationally recognized certification.

The Business Partner provides written confirmation that the certifications cover the requirements set out in sections 2–6 of this Sustainability Appendix. If the certifications do not cover all areas, Lehtipiste may request supplementary documentation for the missing areas. The Business Partner commits to informing Lehtipiste's contact person of the expiry of, or changes to, the certifications.

7.4 Common principles applicable to all paths

Regardless of the verification method chosen:

- The requirements set out in sections 2–6 of this Sustainability Appendix are the same for all business partners, and the choice of verification method does not affect the content of the requirements.
- The Business Partner commits to the compliance, reporting, and sanctions-related terms described in section 6 of this Sustainability Appendix.
- Lehtipiste reserves the right to assess the sufficiency of the chosen path and to request a transfer to another path if compliance cannot be sufficiently verified.
- The Business Partner responds to Lehtipiste's inquiries relating to this verification accurately and within a reasonable time.

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8. Signatures and chosen verification path

The Business Partner confirms that it has reviewed the requirements set out in sections 2–6 of this Sustainability Appendix and commits to complying with them regardless of the verification method chosen below.

Chosen verification path (mark with an X):

☐ Path A – We sign this Sustainability Appendix.

☐ Path B – We provide our own Code of Conduct documentation for Lehtipiste's assessment.

☐ Path C – We provide our third-party certifications for Lehtipiste's assessment.

Date: ___.___._____	Location: _____

_____ Representative of Lehtipiste Printed name Role	_____ Representative of the Business Partner Printed name Role

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