

CODE OF CONDUCT FOR SUPPLIERS



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1. Introduction

At Sportradar, ethics and integrity are the guiding principles of everything we do. Our suppliers are vitally important to our business, and they play a key role in the success of the Company.

The Code of Conduct for Suppliers defines the fundamental requirements Sportradar expects its suppliers and their subcontractors to fulfil as a precondition for cooperation.

2. Social Sustainability

2.2 Fair Treatment and Equal Opportunities

Sportradar is committed to ethical business practices and requires its suppliers to uphold the highest standards regarding the treatment of their workforce.

Sportradar expects all suppliers to adhere to the following principles:

- Ensure a safe and healthy working environment for all employees.
- Guarantee equal treatment and equal opportunities for all employees.
- Maintain accurate records of any disciplinary measures taken.
- Provide employees with a clear, accessible, and understandable process for raising grievances or requests, including the ability to seek clarification when needed.

Sportradar insists that its suppliers avoid:

- Any form of abuse, harassment, intimidation, or threatening behavior toward employees.
- Any form of discrimination, including on the grounds of gender, age, religion, belief or philosophy, race, caste, social background, disability, ethnic or national origin, nationality, membership in employee organizations (including unions), political ethos, sexual identity, or any other personal characteristic. This applies to all stages of employment, including hiring, compensation, access to training, promotion, termination, and retirement.

ILO Convention 110 (C110 Plantations Convention, 1958)

ILO Convention 111 (C111 Discrimination (Employment and Occupation) Convention, 1958)

ILO Convention 159 (C159 Vocational Rehabilitation and Employment (Disabled Persons) Convention, 1983)

2.3 Prohibition of child labour

Sportradar requires its suppliers to uphold strict standards protecting minors from any form of labour, exploitation, or practices that violate international child protection and labour regulations. In line with this expectation, suppliers are obligated to:

- Prohibit child labour in all forms, in line with international conventions and applicable national laws, including adherence to minimum age requirements.

- Prohibit hazardous work for minors, meaning any work that may compromise a child's safety, health, or development, including any form of commercial exploitation.
- Prohibit modern slavery and human trafficking, including forced labour, debt bondage, and any form of involuntary servitude.
- Comply with all applicable anti-trafficking and labour laws, including the UK Modern Slavery Act and relevant local legislation in the jurisdictions where they operate.
- Uphold international human rights standards and comply with all applicable country-specific laws and regulations, ensuring that no working conditions or practices violate global commitments such as the UN Universal Declaration of Human Rights or International Labour Organization conventions.

ILO Convention 79 (C79 Night Work of Young Persons (Non-Industrial Occupations) Convention, 1946)

ILO Convention 138 (C138 Minimum Age Convention, 1973)

ILO Convention 142 (C142 Human Resources Development Convention, 1975)

ILO Convention 182 (C182 Worst Forms of Child Labour Convention, 1999)

2.4 Forced labour

Sportradar's suppliers shall guarantee that any employment is freely chosen by the employees. Any form of forced labour is rejected and Sportradar will not tolerate any working conditions or treatment of employees that violate international agreements.

ILO Convention 29 (C29 Forced Labour Convention, 1930)

ILO Convention 105 (C105 Abolition of Forced Labour Convention, 1957)

2.5 Occupational health and safety

Sportradar's suppliers shall guarantee health and safety in the workplace globally in line with all applicable laws and/or regulations. In order to prevent accidents or injuries and actively manage risk, all applicable environmental, health and workplace safety regulations and procedures must be introduced and communicated to the employees. Relevant training should be provided to employees as required by applicable law and/or industry best practices.

2.6 Working time

Sportradar's suppliers and subcontractors shall regulate their employees' working time in accordance with any and all respective applicable labour laws.

ILO Convention 1 (C1 Hours of Work (Industry) Convention, 1919)

ILO Convention 14 (C14 Weekly Rest (Industry) Convention, 1921)

2.7 Remuneration

The remuneration for regular work hours and overtime must be in accordance with the applicable labour laws of the relevant country. If these remunerations are not high enough to cover minimum

living expenses or minimum wage requirements, the supplier shall be obliged to increase remuneration up to the level, which covers the basic requirements. Sportradar does not tolerate unauthorised deductions in remuneration as well as deductions in remuneration as a disciplinary measure, and as such suppliers and subcontractors engaging with Sportradar shall not utilize such unauthorized and/or disciplinary deductions in remuneration.

ILO Convention 26 (C26 Minimum Wage-Fixing Machinery Convention, 1928)

ILO Convention 131 (C131 Minimum Wage Fixing Convention, 1970)

2.8 Harassment, Discrimination and Bullying

Sportradar requires its suppliers to uphold fair and respectful workplace practices. To meet this expectation, suppliers are expected to:

- Ensure open communication and support constructive dialogue between employees and management regarding working conditions, without fear of retaliation.
- Prohibit any behavior that negatively affects an individual's work performance or the workplace environment, including any form of harassment, discrimination, or bullying — whether physical, verbal, or visual.

3. Ethical Business

Sportradar has a zero-tolerance policy towards suppliers who engage in illegal or unethical conduct, particularly when such conduct occurs in the course and scope of their relationship with Sportradar. We expect our suppliers to uphold the most elevated standards of integrity, transparency, and governance, and to comply with all applicable laws and regulations.

3.1 Anti-Corruption and Bribery

Suppliers must:

- Comply with all applicable anti-bribery and anti-corruption laws and regulations in the jurisdictions where they operate and where Sportradar conducts business, including, but is not limited to:
 - The U.S. Foreign Corrupt Practices Act (FCPA)
 - The UK Bribery Act, and
 - Any and all applicable laws governing lobbying, gifts and hospitality, charitable and political contributions, and payments to public officials.
- Ensure that no employee, agent, or subcontractor offers, gives, solicits, or accepts any form of bribe, kickback, or improper payment in connection with their business activities and their relationship with Sportradar.

- Ensure that any gifts and entertainment provided or received serve a legitimate business purpose and remain appropriate in type, value, timing, and frequency.

Sportradar expects suppliers to implement appropriate controls and procedures to prevent corrupt practices and to report any suspected violations promptly.

Suppliers are prohibited from:

- Offering, giving, soliciting, or accepting any gifts or hospitality in connection with their relationship with Sportradar, unless specifically authorized in writing.
- Offering anything intended to secure, induce, or reward an improper benefit or the improper performance of a function or activity.
- Offering or accepting cash, cash equivalents, stocks and other securities.
- Offering or accepting any benefit that is lavish or excessive in value.
- Providing gifts or entertainment with such frequency that it creates the appearance of impropriety or bribery.

3.2 Conflicts of Interest

Suppliers, as soon as they become aware, must document and disclose to Sportradar's Corporate Compliance team (compliance@sportradar.com) any perceived, potential or actual conflict of interest that could have an impact on any business interest and/or relationship with Sportradar. This includes situations where personal, financial, or other external interests could or could appear to interfere with decision-making, business judgement and/or the performance of duties.

3.3 Anti-Money Laundering, Fraud, and Financial Misconduct

Suppliers must comply with all applicable anti-money laundering laws and regulations. Suppliers are expected to inform Sportradar if they become aware of any actual or suspected violations of applicable anti-money laundering laws. Any such information from suppliers should be directed to Sportradar's Corporate Compliance Team via e-mail at compliance@sportradar.com.

Suppliers must avoid any act or omission that may constitute financial misconduct or fraud, that includes but are not limited to:

- Misappropriation or misuse of company assets
- Falsification of records or financial misstatements
- Tax evasion
- Making false or misleading statements
- Failure to disclose required information

- Abusing a position of trust for personal or business gain

Suppliers must:

- Maintain accounting records in reasonable detail, that accurately and fairly reflect transactions, assets, liabilities, revenues and expenses.
- Truthfully and promptly disclose information requested by Sportradar regarding their compliance with this Code, relevant business activities that may impact on the supplier relationship, and any material changes that could affect their ability to perform contractual obligations.
- Maintain effective and proportionate controls and procedures and regularly review such controls and procedures to prevent, detect, and report fraud or other financial misconduct. Provide support and information to Sportradar, as required, in the scope of any investigations or matters of actual or potential wrongdoing, unlawful act, or fraud.

3.4 Economic Sanctions

Suppliers must at all times:

- Adhere to all relevant restrictions on the import and export of goods, equipment/tools, software, services, and technology.
- Comply with all applicable economic sanctions and restrictions and refrain from engaging, directly or indirectly, in any transactions or activities involving sanctioned countries, jurisdictions, entities, or individuals.
- Avoid participating in or facilitating any transaction that would cause Sportradar to violate international or local sanctions regulations.
- Immediately notify Sportradar at compliance@sportradar.com of any actual or suspected violation of sanctions or trade laws applicable to the supplier and/or Sportradar.

3.5 Confidentiality

Suppliers must:

- Comply with all legal requirements in connection with the handling of confidential and proprietary information.
- Protect all confidential or proprietary Sportradar data or information from unauthorized access, use, modification or destruction through appropriate physical and electronic measures.
- Implement appropriate technical and organizational security measures in line with industry standards (e.g., ISO 27001, GDPR).

- Ensure all Sportradar data is stored and transmitted securely, using encryption at rest and in transit.
- Apply the principle of least privilege by restricting access only to authorized personnel with a legitimate business need.
- Ensure that subcontractors handling Sportradar data follow equivalent security requirements and that Sportradar is informed of these subcontractors and the way how its data is being handled.
- Notify Sportradar without undue delay, and no later than 24 hours after becoming aware of any actual or suspected security incident, data breach, or unauthorized access involving Sportradar data. Sportradar Information Security point of contact: infosec@sportradar.com.

3.6 Data Protection

Suppliers must:

- Comply with all applicable data protection and privacy laws where they process personal data, including the EU General Data Protection Regulation (GDPR), the UK GDPR, the California Consumer Privacy Act (CCPA), and any other applicable federal, state, provincial, or local privacy regulations.
- Process personal data provided by and/or on behalf of Sportradar solely for the purposes explicitly agreed with Sportradar and maintain strict confidentiality of such data, disclosing it to third parties only with Sportradar's prior written consent.
- Apply the data protection principles, including:
 - Data minimization - processing only personal data that is adequate, relevant, and limited to what is necessary for the agreed purposes.
 - Purpose limitation - using personal data only for the specific purposes for which it was collected.
 - Storage limitation - retaining personal data only for the period necessary to fulfill the agreed purposes or as required by applicable law, whichever is longer.
- Obtain Sportradar's prior written approval for any international transfer of personal data and implement appropriate technical and organizational safeguards for all approved transfers.
- Assist Sportradar in fulfilling data subject rights, including access, rectification, erasure, and portability requests.

- Notify Sportradar without undue delay of any actual or suspected unauthorized use or disclosure of Sportradar personal data in accordance with the agreed timeframes and means for notification of data breaches between Sportradar and the supplier.
- Accept full responsibility for compliance with these data protection obligations and shall remain liable for any damages, losses, penalties, fines, or claims arising from supplier's non-compliance. This responsibility extends to all subcontractors and third parties engaged by the supplier, for whom supplier remains fully liable.

3.7 Insider Trading

Suppliers and their employees must not utilize any material and/or non-publicly disclosed information acquired over the span of their business relationship with Sportradar as the basis for trading or in informing or enabling others to trade in the securities of Sportradar or any other company.

3.8 Whistleblowing

Suppliers are expected to have policies and procedures to encourage workers who have legitimate concerns about legal or ethical matters to report such concerns. Suppliers are also expected to protect whistleblowers from harassment and retaliation.

Suppliers and their employees are encouraged to report any violations of this Policy or any other illegal or unethical activities related to their relationship with Sportradar through the [Ethics Hotline](https://secure.ethicspoint.eu/domain/media/en/gui/105969/index.html) at <https://secure.ethicspoint.eu/domain/media/en/gui/105969/index.html>.

4. Environmental Sustainability

Suppliers are expected to:

- Promote environmental sustainability and support the protection of human life and nature in their operations.
- Aim to reduce negative environmental impacts by applying environmentally responsible technologies, procedures, and standards for resource management, emissions reduction, and waste management, in compliance with or exceeding statutory requirements.
- Maintain an effective environmental policy that is regularly monitored, reviewed, and improved as needed.
- Take reasonable steps to minimise waste generation and enhance overall environmental performance.

Specification: Existence of an environmental management system, e.g. in accordance with ISO 14001

5. Compliance with the Supplier Code of Conduct

Sportradar reserves the right, with fair notice, to inspect any Supplier's compliance with this Supplier Code of Conduct's criteria and supplier is required to cooperate fully and provide access to relevant records and personnel. Sportradar encourages its suppliers to develop and apply their own ethical guidelines.

Failure to comply with this Code of Conduct for Suppliers may result in corrective measures imposed by Sportradar to address non-compliance. If a supplier or subcontractor fails to provide an adequate action plan or does not remedy the identified issues within an agreed timeframe, Sportradar may suspend or terminate the business relationship, including any subordinate delivery agreements and related outstanding obligations. Serious or repeated violations, including but not limited to breaches of confidentiality, misuse of intellectual property, or other material misconduct may also lead to legal action, including claims for damages and/or injunctive relief.