

**ACADEMY**  
**INTERNATIONAL LIMITED**  
**VENDOR**  
**CODE OF CONDUCT**

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This Vendor Code of Conduct is intended solely for the use of Academy International Limited and its current and potential Vendors.

Table of Contents

1. Introduction
2. Standards of Vendor Engagement
3. Product Safety and Quality
4. Conflicts of Interest
5. Compliance with Anti-Corruption and Anti-Trust Laws
6. Conflict Minerals
7. Confidentiality, Security & Privacy, Intellectual Property and Artificial Intelligence
8. Concern Reporting

## 1. **INTRODUCTION**

Academy International Limited (Hong Kong) (“Academy International”) appreciates your partnership and adherence to our Academy International Vendor Code of Conduct (“Code”).

### **What is this Vendor Code of Conduct?**

This Code sets forth requirements that all Vendors must comply with to do business with Academy International.

### **Does this Code apply to my company or me?**

An Academy International Vendor (a “Vendor”) includes any party directly or indirectly providing goods, services or assets to Academy International. Academy International expects all Vendors and their subcontractors and agents to act in a highly ethical and professional manner and in compliance with this Code. Vendors are responsible for compliance with this Code throughout their business and throughout the process of providing goods, services, or assets to Academy International. This includes responsibility for the conduct of any suppliers, subcontractors, and agents they use as part of their Academy International business (including, for example, factories, processing facilities, and raw material, component, ingredient providers and labor recruitment agents). Vendors should have procedures in place to monitor compliance with laws, policies, and this Code and should assign clear responsibility and accountability for compliance within their organization. Vendors should also know their suppliers, subcontractors, and factories and monitor their performance and compliance as well. A Vendor’s provision of goods or services to Academy International constitutes its acceptance of this Code. Academy International reserves the right to audit Vendors' books and records and any facilities they use, at any time, to ensure compliance with this Code.

### **What happens if my company or I don't comply with this Code?**

Academy International may impose consequences up to and including penalties, termination of business, and the pursuit of all available legal remedies.

## 2. **STANDARDS OF VENDOR ENGAGEMENT**

### **Compliance with Law**

Academy International requires its Vendors to comply with all applicable laws. Even if conduct is legal in the location in which it takes place, it is prohibited if it would create a legal violation in the country into which its products are being transported or sold.

### **Diversity and Inclusion**

Academy International encourages diversity and inclusion and requires all team members and Vendors to interact fairly, equally, and respectfully.

### **No Discrimination or Harassment**

Academy International recognizes and respects cultural differences found in the worldwide market. All workers should be treated with dignity, and discrimination and harassment will not be tolerated. Academy International requires Vendors to comply with all applicable laws regarding discrimination and harassment in employment and business practices. Vendors are expected to maintain a discrimination and harassment-free work and shopping place and employ workers on the basis of their ability to do the job, not on the basis of their race, color, religion, sex, age, social origin, national origin or any other characteristic protected by law.

### **Human Rights**

Academy International recognizes that we can impact the human rights of our team members, guests, workers in the supply chain, as well as people in the communities in which we operate, and does not tolerate the use of involuntary or underage labor of any kind. Academy International is committed to respecting human rights throughout our operations and aligns with the principles set forth in the United Nations Universal Declaration of Human Rights.

### **Wages & Benefits**

Vendors must ensure that workers are timely and fairly compensated in accordance with all applicable laws for all hours worked and at rates that meet all applicable laws and industry standards, including hourly wage rates, overtime and any incentive (or piece) rates, etc. All other types of legally mandated benefits must be provided as required by applicable laws, including, but not limited to, as applicable, other paid leave, health benefits, maternity leave, parental leave, family care leave, and child care benefits. Overtime work should always be voluntary and paid at a premium rate.

### **Working Hours**

Vendors must not allow working hours that exceed the relevant legal limits on daily/weekly working hours and number of working days per week.

### **No Forced Labor or Human Trafficking**

Vendors must not participate in human trafficking, forced labor, or slavery and must fully comply with applicable slavery, forced labor and human trafficking laws. Vendors must not use involuntary labor of any kind, including prison labor, debt bondage, forced labor, or labor that is required as a means of political coercion or as punishment for holding or for peacefully expressing political views.

### **No Underage Labor / Visitors & Juvenile Workers**

Academy International does not tolerate the use of child or underage labor. Vendors must comply with all applicable minimum working age laws and, notwithstanding the foregoing, must not employ or use persons younger than the age of 14, for any reason, regardless of the laws, regulations, customs or guidelines of the country of origin.

Vendors must maintain official documentation for every worker that verifies their date of birth. In countries where official government documents are not available to confirm the exact date of birth, Vendors must confirm age using an appropriate and reliable assessment method.

Academy International considers any person under the age of 18 years to be considered a juvenile. Vendors must comply with all local legal requirements and International Labor Organization guidelines applicable to the work of authorized juveniles, particularly those pertaining to hours of work, wages, working conditions and education. Juveniles may not undertake hazardous work or be present in any hazardous working areas. Hazardous work includes work that, by its nature, or the circumstances in which it is carried out, presents a substantial possibility of harm to the health or safety of the worker.

Juvenile workers must be allowed to complete any compulsory education required by local law in the country of origin. Vendors must not allow any juveniles (including visitors) under the

age of 14 to be present in a working area, unless that juvenile is in an appropriate child care facility.

**Health & Safety**

Vendors must provide workers and customers with safe, clean, and healthy work, shopping, and residential facilities that comply with all applicable laws and minimize occupational hazards.

**Freedom of Association**

Vendors must respect the right of their workers to choose (or not choose) to freely associate and to bargain collectively where such rights are recognized by applicable laws. Vendors must not intimidate or harass any worker who participates in such associations.

**Security**

Vendors are required to meet the criteria for security mandated by the U.S. Customs and Trade Partnership Against Terrorism (“C-TPAT”) program. In order to comply with these requirements, Vendors will, at Vendor’s expense and in cooperation with Academy International, implement measures to enhance the security of its exports of merchandise and materials to the United States.

**Trade Compliance**

Vendors must comply with all Import and Export Regulations of U.S. Customs and Border Protection, the U.S. Department of Commerce, and all other U.S. government agencies, all U.S., state laws, and all of the Vendor’s country’s import and export regulations. Vendors are prohibited from providing Academy International with goods originating from, transiting, or shipping through any country subject to U.S. trade sanctions.

**Environment / Sustainability**

Vendors must comply with all applicable environmental laws relating to air emissions, waste handling and disposal, water use, wastewater discharges, and hazardous and toxic substances.

**Contractual Obligations**

Vendors must comply with all contracts, terms, conditions and agreements between Academy International and Vendor. This includes Academy International’s Terms and Conditions of Purchase available at [vendor.academy.com](http://vendor.academy.com) which apply to merchandise Vendors.

**3. PRODUCT SAFETY AND QUALITY**

Academy International is committed to ensuring the products it sells or uses are safe for their intended use and comply with all applicable ethical, quality, and safety standards set forth by legal regulations, Academy International or Academy’s policies, and industry standards and best practices.

Providing quality products and maintaining compliance with regulations and standards is important to Academy International and maintaining the integrity of the brands purchased and sold by Academy International.

All of the products purchased by Academy International are intended for sale in the U.S., and it’s our expectation that our Vendors stand behind their products and deliver high quality goods

that meet all U.S. federal, state, and local requirements for sale, including product safety, labeling, and testing requirements.

#### **4. CONFLICTS OF INTEREST**

Vendors must avoid creating conflicts of interest for Academy International. Academy International does not allow for the exchange of gifts, entertainment, travel, personal discounts, and/or favors that do not support a legitimate business purpose or are made with the intent to improperly influence business decisions between any Vendor and Academy International or in business conducted by the Vendor on behalf of Academy International.

Under no circumstances may our team members accept gifts of cash, cash equivalents, gift cards, or other monetary gratuities, regardless of value.

In limited circumstances, Academy International permits team members to accept certain infrequent gifts from Vendors that are nominal in value. Examples include holiday gift baskets, vendor trinkets, or flowers. While gift giving may be customary for holiday seasons or other occasions, there is no expectation or requirement to give gifts to team members.

Academy International's team members may accept certain business entertainment from Vendors where the purpose is business-related and the team member receives the appropriate Academy International approvals in advance.

If either a former Academy International team member or an employee of an affiliate of Academy International that performed work for the benefit of Academy International (each, a "Former Academy Employee") goes to work for a current or prospective Vendor that is not a member of the same group of commonly owned companies as Academy International, the Vendor hereby agrees that such Former Academy Employee shall not work directly or indirectly on Academy International's or its affiliates' account in the same line of business in which the Former Academy Employee worked for Academy International or its affiliates for a period of one (1) year after the individual's employment with Academy International or its affiliates ended. Vendor further agrees that the Former Academy Employee shall not disclose to the Vendor any confidential or sensitive information obtained while employed by Academy International or its affiliates.

#### **5. COMPLIANCE WITH ANTI-CORRUPTION AND ANTI-TRUST LAWS**

Vendors and their representatives must:

- Act with the utmost level of integrity in connection with their business dealings on behalf of Academy International.
- Understand and comply with all applicable anti-corruption and anti-money laundering laws, as well as applicable laws governing lobbying, gifts and payments to public officials, political campaign contribution laws, and other related regulations in connection with their business dealings on behalf of Academy International throughout the world.

- Never give anything of value to a government official on behalf of Academy International.
- Not offer, promise, give, or authorize to give anything of value, directly or indirectly to any foreign or domestic government official or individuals in the private sector with the intent to obtain or retain business, influence a decision or a desired action.
- Maintain timely, accurate, and complete books and records of and internal controls over all expenditures made by or on behalf of Academy International.
- Conduct business in compliance with all applicable anti-trust, fair competition, and pricing laws that govern the jurisdictions in which they do business.

## 6. CONFLICT MINERALS

Academy International (for purposes of this Section 6, “we,” “us” or “our”), is committed to sourcing materials from suppliers that share our values regarding human rights, ethics, and environmental responsibility.

Academy International supports the goal of ending the violent conflict in the Democratic Republic of Congo or neighboring countries (collectively, the “Covered Countries”), enabling transparency in our supplier relationships, establishing responsible supplier relationships, and minimizing the environmental and social footprint of our supply chain. Academy International does not purchase four metals, gold, columbite-tantalite (tantalum or coltan), cassiterite (tin), and wolframite (tungsten) (or their derivatives, collectively, the “Conflict Minerals”) directly from any source and only purchases finished products from its suppliers. Academy International is, therefore, dedicated to only working with those suppliers that share our commitment regarding the sourcing of metals and minerals contained in our products.

You acknowledge that some of our customers may be required by applicable law to request information from us regarding the use of Conflict Minerals in the merchandise such customers purchase from Academy International. You further acknowledge that such customers may require that Academy International request the same information from our suppliers and that we report to them the results of our inquiries and our due diligence. In connection with those obligations, Academy International will conduct a good faith inquiry annually into the origin of Conflict Minerals that are necessary to the functionality or production of products that we manufacture or contract to manufacture. This inquiry will be reasonably designed to determine whether any such Conflict Minerals originated in the Covered Countries or are from recycled or scrap sources. If Academy International has reason to believe that Conflict Minerals may have originated in the Covered Countries, we will perform further due diligence in a manner consistent with the guidance issued by the Organization for Economic Cooperation and Development.

Any reports that are made public or filed with various regulators will not contain the names and locations of our suppliers, unless required by law.

## **EXPECTATIONS OF OUR SUPPLIERS**

Academy International expects our suppliers to avoid the use of Conflict Minerals that may finance or otherwise benefit armed groups in the Covered Countries. Academy International expects our suppliers to cooperate fully in and comply with our Conflict Minerals Program, including by providing complete, accurate, and timely responses to all our inquiries.

## **7. CONFIDENTIALITY, SECURITY & PRIVACY, INTELLECTUAL PROPERTY, AND ARTIFICIAL INTELLIGENCE**

Vendors must maintain the confidentiality of information entrusted to them by Academy International. Confidential information provided by Academy International to Vendor must only be used for the intended purpose, may not be shared with any third party without the written consent of Academy International, and must be returned or destroyed at the request of Academy International.

Vendors must comply with all applicable security and privacy laws, regulations, and contractual and policy requirements. Vendors must respect and protect Academy International's intellectual property rights and maintain the confidentiality of Academy International's trade secrets and other proprietary information which includes, but is not limited to, any information that is nonpublic or not easily obtained or determined from a public source, including, but not limited to, strategic plans, sales data, financial information, pricing, product designs, merchandise development, contracts, market research, Vendor information, customer information, software, trade secrets, patents, trademarks, copyrights, other intellectual property, and similar information.

Today, almost every aspect of business relies on the use of technology and data, including business-sensitive and proprietary data as well as data from our customers, Vendors and employees. Generative Artificial Intelligence ("AI") tools have the potential to increase productivity and foster innovation. As custodians of our company's, customers', and employees' data, we require visibility into our Vendors' use of generative AI as it pertains to Academy International information or data. Vendors must not process any confidential, trade secret, or other personal or proprietary information or data of Academy International, its employees, Vendors, or customers, or any intellectual property of Academy International in any artificial intelligence tool without Academy International's express written consent.

Unauthorized disclosures may be illegal or breach the contract between Academy International and a Vendor.

Vendors should have appropriate technical and security controls in place to protect Academy International's information.

Vendors must not use stolen or misappropriated technology.

## **8. CONCERN REPORTING**

Vendors are expected to raise any good faith concerns and report to Academy International all activity which may be a violation of applicable laws or may fail to comply with this Code or any other agreement between Academy International and Vendor.



Vendors or their employees may ask questions, raise concerns, or report possible violations through any of the following resources available at Academy International. Reports may be made anonymously where allowed by law.

**Phone:**

Hong Kong 800-960-323

**Web:**

[awareline.academy.com](http://awareline.academy.com)

**In Person:**

Your relationship contact

**E-Mail:**

[ethics@academy.com](mailto:ethics@academy.com)

**Mail:**

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25 Canton Road  
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Attn: General Counsel