



# **VENDOR CODE OF CONDUCT**

©2023 Academy, Ltd., d/b/a Academy Sports + Outdoors

Academy reserves the right to amend this Vendor Code of Conduct at its discretion.

This Vendor Code of Conduct is intended solely for the use of Academy Sports + Outdoors and its current and potential Vendors.

# INTRODUCTION

At Academy Sports + Outdoors our vision is to be the best sports and outdoors retailer in the country. Our mission is to provide fun for all through strong assortments, value and experience.

In order to accomplish our vision and mission, it is critical that we live by a set of values that include customer focus and service, excellence in all we do, responsible leadership, and integrity always. It takes the entire Academy team along with our many vendors, suppliers, service and merchandise providers, sub-contractors and other partners to drive our success.

All of us at Academy Sports + Outdoors appreciate your partnership and adherence to our Vendor Code of Conduct.

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

This Academy Sports + Outdoors ("Academy") Vendor Code of Conduct ("Code") sets forth requirements that all Vendors must comply with to do business with Academy.

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

Academy expects all Vendors and their subcontractors and agents to act in a highly ethical and professional manner and in compliance with this Code. Vendors include any party directly or indirectly providing goods, services or assets to Academy. A Vendor's provision of goods or services to Academy constitutes its acceptance of this Code. Academy 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 may impose consequences up to and including penalties, termination of business, and the pursuit of all available legal remedies.

# STANDARDS OF VENDOR ENGAGEMENT

## Diversity and Inclusion

Academy believes the diversity of our team members, customers, and all others with whom we interact enhance the quality of our work environment and our customers' shopping experience. Academy encourages diversity and inclusion and requires that all team members and Vendors interact fairly, equally, and respectfully.

## No Discrimination or Harassment

Academy believes all workers and customers should be treated with dignity and that discrimination and harassment should not be tolerated. Academy requires Vendors to comply with all applicable laws (including U.S. and local 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 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 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 compensated in accordance with all applicable laws (including U.S. and local laws). Vendors must ensure that workers are paid timely and fairly 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 (including U.S. and local 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 does not tolerate the use of child or underage labor. Vendors must comply with all applicable minimum working age laws (including U.S. and local 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 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 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 (including U.S. and local 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 (including U.S. and local laws). Vendors must not intimidate or harass any worker who participates in such associations.

## **Security**

As a certified member of the U.S. Customs and Trade Partnership Against Terrorism (“C-TPAT”), Academy is obligated to ensure that its Vendors meet the criteria for security mandated by the C-TPAT program. In order to comply with these requirements, Vendors will, at Vendor’s expense and in cooperation with Academy, 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 with goods originating from, transiting, or shipping through any country subject to trade sanctions.

## **Insider Trading**

Insider trading is prohibited. Under federal securities laws, Vendors and their agents cannot buy or sell Academy or another company’s securities when in possession of information about Academy or another company that is (1) not available to the investing public, and (2) could influence an investor’s decision to buy or sell the security.

## **Environment / Sustainability**

Vendors must comply with all applicable environmental laws (including U.S. and local 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 and Vendor. This includes Academy’s Terms and Conditions of Purchase available at [vendor.academy.com](http://vendor.academy.com) which apply to merchandise Vendors.



# PRODUCT SAFETY AND QUALITY

---

Academy 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's policies, and industry standards and best practices.

Providing quality products and maintaining compliance with regulations and standards is important in keeping our customers and team members safe and maintaining Academy's brand integrity for products sold or used at Academy.

Academy expects its Vendors to stand behind their products and deliver high quality goods to Academy that meet all U.S. federal, state, and local requirements for sale, including product safety, labeling, and testing requirements.



# CONFLICTS OF INTEREST

---

Vendors must avoid creating conflicts of interest for Academy's team members. Academy 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 or in business conducted by the Vendor on behalf of Academy.

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

If a former Academy team member goes to work for a current or prospective Vendor, the former Academy team member should not work directly or indirectly on Academy's account in the same line of business in which the team member worked for Academy for a period of one (1) year after the individual's employment with Academy ended. The former Academy team member should also not disclose to the Vendor any confidential or sensitive information obtained while employed by Academy.

# 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.
- Understand and comply with all applicable anti-corruption and anti-money laundering laws (including U.S. and local 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 throughout the world.
- Never give anything of value to a government official on behalf of Academy.
- 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.
- Conduct business in compliance with all applicable anti-trust, fair competition, and pricing laws (including U.S. and local laws) that govern the jurisdictions in which they do business.



# CONFLICT MINERALS POLICY



**CONFLICT MINERALS POLICY**  
Policy No. LEG908.0      Effective Date: 09/03/2021

Academy Sports and Outdoors, Inc. and its subsidiaries, including Academy, Ltd. (collectively, "Academy," "we," "us" or "our"), are committed to sourcing materials from suppliers that share our values regarding human rights, ethics, and environmental responsibility.

## LAW AND GOALS

The "conflict minerals" provisions under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") require Academy to understand and disclose our use of four metals, gold, columbite-tantalite (tantalum or coltan), cassiterite (tin), and wolframite (tungsten) (or their derivatives, collectively, the "Conflict Minerals"), in the products that we manufacture or contract to manufacture, as well as whether those Conflict Minerals were sourced from the Democratic Republic of Congo or neighboring countries (collectively, the "Covered Countries") and necessary to the functionality or production of a product. Other minerals or derivatives may be identified by Academy as being subject to the requirements of Section 1502 of the Dodd-Frank Act and, therefore, are subject to this Policy. These provisions are designed to help end the violent conflict in the Covered Countries, which has been partially financed by the exploitation and trade of Conflict Minerals originating in the Covered Countries.

Academy supports the Dodd-Frank Act's humanitarian goal of ending the violent conflict in 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 does not purchase Conflict Minerals directly from any source and only purchases finished products from its suppliers. Academy is, therefore, dedicated to only working with those suppliers that share our commitment regarding the sourcing of metals and minerals contained in our products.

## OUR CONFLICT MINERALS PROGRAM

Academy 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 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.

As a publicly traded company, Academy is required to request certain information from its suppliers and report on our inquiries and due diligence to the U.S. Securities and Exchange Commission (the "SEC"). All reports Academy files with the SEC in compliance with applicable Conflict Minerals law will be available to the public through Academy's investor relations website ([investors.academy.com](http://investors.academy.com)). The reports will not contain the names and locations of our suppliers, unless required by law.

## EXPECTATIONS OF OUR SUPPLIERS

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

## POLICY ADMINISTRATION

The General Counsel has the authority to interpret and enforce this Conflict Minerals Policy. This Policy may be amended, terminated or reinstated at any time at the discretion of the General Counsel. Any questions regarding this Policy should be directed to the Legal Department at [Legal-Securities@academy.com](mailto:Legal-Securities@academy.com).

## POLICY VIOLATIONS

Violation or non-compliance of this Policy could result in penalties, up to and including termination of the business relationship.

# CONFIDENTIALITY, SECURITY & PRIVACY, INTELLECTUAL PROPERTY, AND ARTIFICIAL INTELLIGENCE

---

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

Vendors must comply with all applicable security and privacy laws (including U.S. and local laws), regulations, and contractual and policy requirements. Vendors must respect and protect Academy's intellectual property rights and maintain the confidentiality of Academy'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. At the same time, the use of generative AI tools presents notable risks, including the generation of inaccurate data and biased outputs, the loss of data security, privacy, and confidentiality, the infringement or loss of intellectual property rights, and the violation of law. Our commitment to the ethical use of data and responsible use of technology helps mitigate the risks of improper data and technology practices, and build customer trust in the brands and products of Academy and our Vendors. Thus, Academy supports the productive use of generative AI tools in a responsible way that addresses these significant risks. 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 information or data. Vendors must not process any confidential, trade secret, or other personal or proprietary information or data of Academy, its employees, Vendors, or customers, or any intellectual property of Academy in any artificial intelligence tool without Academy's express written consent.

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

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

Vendors must not use stolen or misappropriated technology.

# CONCERN REPORTING

---

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

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

**Phone:**

- +1-(888) 503-0808 – (United States)

**Web:**

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

**In Person:**

- Your Academy relationship contact

**E-Mail:**

- [ethics@academy.com](mailto:ethics@academy.com) (Academy's Ethics Committee)

**Mail:**

- Academy Sports + Outdoors  
Attn: Legal Department – General Counsel  
1800 N. Mason Rd  
Katy, Texas, USA 77449