

# CODE OF BUSINESS CONDUCT

Team Schedule Ltd.



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## 1. GENERAL

At Team Schedule Ltd. we firmly believe that values such as integrity, honesty, openness, and reliability should be the foundation of all human actions, hence underline every business endeavor and relation.

Improper behavior on the part of a person may significantly impair not only the ones directly interacting with him/her, but also risk the company’s reputation. Thereupon, Team Schedule Ltd. Code of Business Conduct serves as a guideline for employees in their relations with customers, suppliers, partners, colleagues, etc.

As an employee<sup>1</sup> of Team Schedule Ltd. you agree to abide by the terms and conditions of this Code. The company’s HR Business Partners supervises both the up-to-datedness of the present document and the very compliance of employees. Both Legal and HR Business Partners are responsible for any revisions, clarifications and formal training as required.

Since Team Schedule Ltd. is Build Partner of SAP AG, as an employee of Team Schedule Ltd. you agree to abide by the terms and conditions of the latest version of the SAP Partner Code. Currently the most up-to-date version of the SAP Partner Code is V3 from May 18<sup>th</sup> 2018, available at: <https://www.sap.com/documents/2023/07/02b2d2b7-7e7e-0010-bca6-c68f7e60039b.html>.

## 2. SCOPE AND GOALS

Team Schedule Ltd.’ Code of Business Conduct for Employees outlines standards for

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<sup>1</sup> Employee is a full-time or part-time contracted person directly employed by Team Schedule Ltd., an employee of third-party company, working for Team Schedule Ltd. under the terms and conditions of an employee lease or project contract between Team Schedule Ltd and the third-party company employing the person.

conduct in daily business, legal, and ethical interactions. It is also a guiding framework for financial matters, such as payment conduct, as well as relations with vendors, partners, clients, competitors. Team Schedule Ltd. has a strict policy to do business according to all applicable law regulations, as well as adhere to highest ethical principles. However, as reputable and serious professionals, we deem merely abiding by the Law as not enough to become a recognized trustworthy partner in the long run. Thus, we expect all our employees to behave morally and ethically in their daily business activities.

In the spirit of leading by example, all Team Schedule Ltd. managers make sure that they themselves and their direct reports comply with this Code of Business Conduct, as well as have the responsibility to direct any questionable situations to the Legal and/or HR Business Partners for further resolving. Every employee should contact his/her direct supervisor in case of any questions or concerns regarding the Code of Conduct. It is every supervisor's duty to first try and resolve conflicts in a timely and peaceful fashion. In the cases where this is not possible and/or employees wish to directly contact HR and/or Legal Business Partners, the case is passed on to them for further assessment. Where needed, employees are encouraged to put their concerns in writing to [office@lights.digital](mailto:office@lights.digital). Abusive and/or false reports, dishonesty, retaliation, personal harassment, and bad faith are not tolerated and are strictly prohibited.

All employees of Team Schedule Ltd. should aim to achieve their agreed upon work goals while strictly complying with the current Code of Business Conduct. Failure to do so may result in legal investigation and prosecution, employee probation and/or contract termination, consequences in employment law and/or civil court action. All amendments to the Code of Business Conduct shall be published in the company's internal portal, as well as timely send by e-mail.

### 3. IN ACCORDANCE WITH THE LAW

All Team Schedule Ltd. employees are obliged to closely adhere to all legislative regulations relevant to their work and stick to commonly acceptable business manners and good faith.

## 4. LOYALTY

### Conflicts of Interest

Employees of Team Schedule Ltd. should stay loyal to Team Schedule Ltd. in their personal conduct. Employees are expected to:

- a)** Avoid circumstances in which their personal or financial interest conflict with those of Team Schedule Ltd.
- b)** Act in the best interest of the company and do not pursue any personal interests, conflicting with Team Schedule Ltd.’.
- c)** Should not exploit business opportunities available to Team Schedule Ltd. for their personal benefit or for the benefit of companies other than Team Schedule Ltd.

Team Schedule Ltd. has the right to review and investigate any possible conflicts of interest and the appearance or potential of such, as well as to take the necessary measures to prevent, stop and/or correct them.

### Secondary Work

Team Schedule Ltd.’ employees should not agree to any secondary work which has an adverse effect on their time and capabilities needed to complete the obligations to Team Schedule Ltd. Every employee is advised to discuss any secondary work offer with his/her direct supervisor and/or HR Business Partners prior to accepting it.

Employees are forbidden to:

- a)** develop or sell their own or third-party products, as well as perform services similar to products or services of Team Schedule Ltd.
- b)** carry out any activity that assists the marketing or sale of products or services of Team Schedule Ltd.’ competitors!

### Secondary Employment for Customers, Vendors, Competitors, or Partners.

Any secondary employment with Team Schedule Ltd.’ customers, vendors, partners, and competitors shall not be accepted by Team Schedule Ltd.’ employees if it endangers the competitive interests of Team Schedule Ltd. Furthermore, employees of Team Schedule Ltd. should not act, either directly or indirectly, as an independent party in a contract, consultant, or in any other capacity, for competitors of Team Schedule Ltd.

Team Schedule Ltd.’ Legal and HR Business Partners define who or what is determined as

a competitor in each situation, as well as when and where the company's competitive interests are at risk. In the rare cases where such secondary employment is accepted, it must be with the written permission of Team Schedule Ltd.'s Executive Management.

### Governing Offices with Competitive Companies

Employees of Team Schedule Ltd. must not take a governing office (e.g. managing director, executive board member, supervisory board member, or advisory council member) with a competitive company because this directly impairs Team Schedule Ltd.'s interests. The Legal and HR Business Partners determine who or what is defined as a competitor. The same applies for accepting a similar function at a company that promotes the marketing prospects for products or services of a competitor of Team Schedule Ltd.

### Financial Interests in Other Companies

Employees of Team Schedule Ltd. must not have any financial interest in companies that are customers, vendors, competitors, or partners of Team Schedule Ltd., if it could lead to a conflict of loyalty with or create the appearance of such a conflict. A stake of more than 20% in a Team Schedule Ltd.' customer, vendor, competitor, or partner must be reported to the Company Executive Management without delay after acquisition.

### Employment of Persons by Team Schedule Ltd. with Close Personal Connections to Team Schedule Ltd. Employees

A person who has a close personal relationship with a Team Schedule Ltd. employee (such as a relative, life partner or other close personal connection), may be employed by Team Schedule Ltd. if there is no substantial possibility of a conflict of interest or the perception thereof. In order to avoid a conflict of interest, direct reporting lines generally are not allowed between employees with close personal relationships. If such a situation arises, one or the other or both, may be required to change jobs within or at Team Schedule Ltd. At a minimum, employees with close personal relationships must withdraw from participation in business activities or employment decisions that may reward or disadvantage one or the other (including but not limited to: hiring, evaluations, promotions, compensation, work assignments and disciplinary actions). Situations that could be perceived as a personal conflict of interest should be reported to the Legal and/or HR Business Partners so that appropriate steps can be taken to protect both Team Schedule Ltd. and the employees involved.

Employment of Persons by Team Schedule Ltd. with Close Personal Connections to Employees at Customers, Vendors, Competitors, or Partners. Relatives, life partners, and other persons with close personal connections to Team Schedule Ltd. employees are generally free to work for customers, vendors, competitors, or partners of Team Schedule Ltd.. However, it is in the best interest of Team Schedule Ltd. to ensure these employee relationships do not exert undue influence and potential adverse effects such as sharing confidential information, or objectivity when making decisions. Employees of are therefore responsible to ensure that the employment of persons with whom they have close personal connections by customers, vendors, competitors, or partners of Team Schedule Ltd. does not infringe upon their loyalty to and does not affect any undue influence on Team Schedule Ltd. as a whole. Every employee must avoid all involvement in and influence on decisions that Team Schedule Ltd. takes concerning work placed with persons with whom he or she has a close personal connection, e.g. negotiation or award of contracts, approval of invoices, etc.

### Memberships

Memberships in professional organizations generally do not present a conflict of interest. However, Team Schedule Ltd. employees are required to request a conflict-of-interest review prior to joining an organization as an Team Schedule Ltd. representative or Team Schedule Ltd. employee where Team Schedule Ltd. will pay for the membership.

## 5. CORRUPTION

### Personal Gain

Team Schedule Ltd. has a zero tolerance policy for all forms of bribery and corruption. This means that nothing of value may be offered, promised, or given to an individual decision maker for the purpose of influencing that individual to make a decision in favor of Team Schedule Ltd.. Company-to- company benefits (such as approved discounts on our software) are not considered bribes – the conduct that is prohibited is the provision of something of value to an individual for personal benefit. “Things of value” include not only money, but also entertainment, hospitality, a commission payment, etc.

Team Schedule Ltd. employees must not be influenced by bribery or corruption to do or to refrain from doing anything in their work. They must not draw any personal gain or other benefit (except their salary and any additional compensation approved by Company

Executive Management) from any business they carry out for and must not make any offer to any third party with the intention of inappropriately influencing a business decision by that party. In the context of their work and in accordance with the principles above, employees may accept services from officials and public sector employees only if those services are directly and necessarily related to a transaction sought by both sides that complies with the rules in this Code, and have been agreed in writing with the authorities in question.

## Gifts From Third Parties

### Meals and Other Entertainment

Employees of Team Schedule Ltd. are permitted to accept offers of meals and other entertainment from current or prospective customers, vendors, competitors, and partners only were accepting the meal or entertainment:

- Serves to encourage or improve business relationships and is thus in the interest of Team Schedule Ltd., and
- Does not inappropriately influence any Team Schedule Ltd. decision, and
- Does not create a payback obligation, and
- Is not unlawful or contrary to ethical principles, and
- Is consistent with business customs in the country concerned. Other Gifts from Third Parties

Team Schedule Ltd. employees and their relations, life companions, and other people with whom they have a close personal connection must not accept any gift in kind, payment, loan, vacation, or other privilege from current or prospective customers, vendors, competitors, or partners, where:

- The gift, etc., is worth more than 15 EUR, or
- Accepting the gift, etc., would prejudice Team Schedule Ltd.' business interests, or
- Accepting the gift, etc., would create a payback obligation, or
- The gift, etc., is given during negotiation or bidding, directly or indirectly by a party to that negotiation or bidding, or
- Accepting the gift, etc., would allow an impression of unjust advantage to arise, or
- The gift, etc., is unlawful or contrary to ethical principles, or



- The gift, etc. is associated with earlier gifts.

This rule does not apply to promotional gifts of low value of a customary kind or to payments that are not related to working for Team Schedule Ltd. and that would not be different were the payer not a customer, vendor, competitor, or partner of Team Schedule Ltd.

## Gifts To Third Parties

### **Meals and Other Entertainment**

Employees of Team Schedule Ltd. are permitted to offer meals and other entertainment to current or prospective customers, vendors, competitors, and partners only where the meal or entertainment:

- Serves to encourage or improve business relationships and is thus in the interest of Team Schedule Ltd., and
- Does not inappropriately influence any decision to be made by the customer, vendor, competitor, or partner, and
- Does not create a payback obligation, and
- Is not unlawful or contrary to ethical principles, and
- Is consistent with business customs in the country concerned.

### **Other Gifts to Third Parties**

Gifts and benefits to officials and public sector employees are not permitted. Team Schedule Ltd. employees may only provide promotional material, courtesy gift, or other privilege or gift paid for by to a customer, vendor, partner, or other outside party with which Team Schedule Ltd. is in contact because of its activities if:

- The gift, etc., is not worth more than 15 EUR, and
- The gift, etc., would not prejudice Team Schedule Ltd.' business interests, and
- The gift, etc., would not create a payback obligation, and
- No negotiation or bidding process is currently under way with the current or prospective customer, vendor, competitor, or partner, and
- The gift, etc. does not inappropriately influence or appear to influence any decision to be made by the current or prospective customer, vendor, competitor, or partner, and
- The gift, etc., is not unlawful or contrary to ethical principles, and

- The gift, etc. is not associated with earlier gifts.

### **Gifts to Political Parties, Politicians, and Political Organizations**

Team Schedule Ltd. does not give any gifts of money or in kind for party-political purposes. If an employee makes any such gift in a personal capacity, he or she must not give the impression that the gift has any connection with Team Schedule Ltd. Under no circumstances will reimburse or provide any benefit in kind to compensate for private gifts or contributions made by employees. Neither will Team Schedule Ltd. indirectly make contributions to political parties or institutions.

### **Gifts Between or Among Employees**

Gifts between or among employees at any level of the organization are not reimbursable.

## **6. CONFIDENTIALITY**

So far as they are relevant to the business operations of and are not publicly accessible, all internal operational documents, data, files, records, and reports acquired or created in the course of employment are the property of Team Schedule Ltd. and are to be treated as confidential. Especially information relating to pricing, product and service development as well as trade secrets must be held in strictest confidence. This is because such sensitive information when being shared in an unauthorized way could be misused and seriously harm the competitiveness and the market position of the company and / or violate contractual obligations or even have effects on the stock market. Therefore, employees of should be aware that this information must be safeguarded and must not share confidential company documents and information with third parties, nor in any way make them available inside or outside unless the information is shared within the scope of the professional duties and the receiving party is respectively authorized.

### **Internal and External Communications**

The management of Team Schedule Ltd. and the Company Executive Management shall always seek to provide open and frank discussions of the company business activities and strategies with the employees of Team Schedule Ltd. The dissemination of business-related information, both internally and externally, that concerns Team Schedule Ltd., its business activities, its strategy, or any other Company affairs, is the responsibility of employees who are explicitly authorized to do so. This is important not only for Team Schedule Ltd.' image,

but also because it can have a negative influence on Team Schedule Ltd.' reputation and in some cases even the overall valuation of the company. For this reason, it's important that the employee representing the company is an authorized person to do so. Team Schedule Ltd. employees must not contact representatives from the media or the financial community on their own initiative unless explicitly authorized by Team Schedule Ltd.' Executive Management. Any contact with representatives from the media or analysts must be coordinated and authorized through Team Schedule Ltd. Executive Management.

Team Schedule Ltd. employees who are not authorized to disseminate information must:

- Forward queries from representatives of the media to the Company Executive Management
- Not express an opinion in the name of Team Schedule Ltd.
- Refrain from providing information about Team Schedule Ltd. without prior written authorization. If asked to make a company-related statement by any customer, vendor, partner, or job applicant, for example, employees of Team Schedule Ltd. must generally refer to the published, written information and turn to Company Executive Management for assistance.

In all other respects, unauthorized employees must refrain from comments about official Company information to parties outside Team Schedule Ltd. To the best of their ability, employees of Team Schedule Ltd. must ensure that when expressing an opinion, they do not leave the impression that the opinion in any way reflects that of the Company. An example of this requirement is that employees must not use their office@lights.digital address for e-mail expressing political or religious opinions or to participate in chain mail with political or religious content.

### Exchange of Confidential information with Customers, Vendors and Partners

Team Schedule Ltd. employees must not pass any information identified or identifiable as confidential to customers, vendors, or partners, nor, as a rule, should they accept confidential information from customers, vendors, or partners, unless a written nondisclosure agreement or other agreement with confidentiality provisions has first been entered into. Employees must clear any exceptions to this rule with their manager or the Legal and HR Business Partners (or both). The Legal and HR Business Partners must always be consulted before dispensing with the requirement for a nondisclosure agreement.

Team Schedule Ltd. employees must not pass any customer's, vendor's, or partner's confidential information to another customer, vendor, partner, or other person outside Team Schedule Ltd. This applies to current and potential customers, vendors or partners.

### Internet Usage

It is possible for Team Schedule Ltd. employees to access portions of the Internet that are external to Team Schedule Ltd. Material on non-company websites may be governed by legal terms such as clickthrough agreements or download agreements, subject to Team Schedule Ltd. corporate agreements with the website owner, or a combination of both. In addition, copyright law may protect the text, diagrams, photos, music and video content present on the website and trademark law may protect the sounds, logos and images that are representative of their owners. Team Schedule Ltd. respects the intellectual property rights of others and must avoid the unauthorized use of third party trademarks or copyrighted materials of others and Team Schedule Ltd. employees should confer with Legal and HR Business Partners if they have any questions regarding the permissibility of photocopying, excerpting, electronically copying or otherwise using copyrighted materials. In addition, simply because material is available for copying, such as materials downloaded from the Internet, does not mean that it is automatically permissible to copy or recirculate (by, for example, email or posting to an intranet facility). Legal agreements and copyright/trademark law may impose limitations on what Team Schedule Ltd. employees are allowed to legally access on such websites and how such materials may be used. Failure to abide by these legal requirements or agreements can place Team Schedule Ltd. intellectual property at risk, expose Team Schedule Ltd. to liability for any misuse of the information, or expose Team Schedule Ltd. to liability for intellectual property infringement if the use is outside the scope of the applicable agreement or if used without a legal agreement.

Team Schedule Ltd. employees may browse partner, customer, competitor, and other third-party web sites for business purposes, provided there is no unauthorized use of copyrighted materials or unauthorized access to confidential information, source code or competitor products. Specifically, Team Schedule Ltd. employees are prohibited from:

- Copying, reproducing, distributing, publicly displaying, creating derivative works from, or downloading copyrighted materials (including product documentation, text, screen shots, software code, diagrams, photographs, music, videos, or other works of authorship)

without the permission of the owner.

- Creating Team Schedule Ltd. products, tools, or technologies that automate the unauthorized extraction of data from third party websites, or automate the operation of third-party websites, unless otherwise authorized (e.g., through a license agreement).
- Downloading source code unless otherwise authorized (e.g., through a license agreement).
- Downloading competitor products unless otherwise authorized (e.g., through a license agreement).
- Accessing or using confidential information unless otherwise authorized. Confidential information includes, for example, confidential contracts, price lists, and customer lists.
- Accessing or using information that can be found on competitors' websites except in accordance with the rules for the use of competitive information set forth herein.

## 7. DATA PROTECTION AND PRIVACY RIGHTS

Team Schedule Ltd. employees must respect applicable data protection and privacy rights including any safeguards with regards to Personal Data of other employees, applicants, customers, suppliers, partners, and all other individuals whose Personal Data will be collected or processed by Team Schedule Ltd. Team Schedule Ltd. employees are bound to adhere to the principles set out in EU GDPR, if any operation at Team Schedule Ltd. involves the collection, processing and/or use or access of Personal Data. Personal Data may only be collected for legitimate purposes, which must be specified before the time of collection. The data may not be further processed in any way incompatible with the original specified purposes unless allowed otherwise, subject to the conditions of applicable law. Team Schedule Ltd. employees are responsible to ensure that all processes involving the collection, processing and/or use or access of Personal Data are designed to comply with the regulations of EU GDPR and all applicable laws. It is within the responsibility of every Team Schedule Ltd. employee to comply with the regulations of this regulation when handling Personal Data in their daily work in behalf of Team Schedule Ltd. All Team Schedule Ltd. employees are personally obliged to data secrecy and confidentiality and responsible to maintain confidentiality regarding Personal Data they have access to due to

their employment duties at Team Schedule Ltd.. Any Team Schedule Ltd. employee may collect, process and/or use or access Personal Data only to the extent necessary to fulfill their duties and according to approved processes.

## 8. ACCOUNTING

Team Schedule Ltd. employees must ensure that they only make payments (regardless of type) against precise documentation and only for the purposes indicated in the documentation. When recording and managing payments, employees must act in accordance with generally accepted accounting principles and observe the applicable guidelines.

## 9. PAYMENT DISCIPLINE

In its payment procedures, Team Schedule Ltd. undertakes to:

Pay suppliers on time,

- within the terms agreed at the outset of the contract
- without attempting to change payment terms retrospectively
- without changing practice on length of payment for smaller companies on unreasonable ground

Give clear guidance to suppliers by advising them promptly if there is any reason why an invoice will not be paid to the agreed terms.

Encourage good practice by requesting that lead suppliers encourage adoption of ethical codes throughout their own supply chains.

## 10. CUSTOMERS, VENDORS, COMPETITORS, AND PARTNERS

Team Schedule Ltd. does not maintain business relationships with organizations that are, or are supporters of, anti-social forces, terrorist, or criminal groups.

### Conduct with Customers

#### **Boycotts**

An agreement with a customer, vendor, competitor, or partner of Team Schedule Ltd. not

to conduct business with, or not to deliver goods or provide services to any other customer, vendor, competitor, partner, or service provider is unlawful.

### **Exclusive Contracts**

Team Schedule Ltd. employees must not, for example, ask their customers to buy products and services exclusively from Team Schedule Ltd. or to refrain from buying the products of a competitor, if this would impact competition in the market.

### **Reciprocity Deals**

Employees of Team Schedule Ltd. must ensure that Team Schedule Ltd. does not enter into reciprocity deals in which Team Schedule Ltd. only accepts goods and services from another company on condition that the other company obtains Team Schedule Ltd. products.

### **Changes in Contracts**

Employees of Team Schedule Ltd. must not agree to any changes, qualifications, or amendments to standard Team Schedule Ltd. contracts or general terms and conditions, whether by supplementary agreement, side letter, or otherwise, without first obtaining approval from the Legal and HR Business Partners.

### **Conduct with Vendors**

Employees of Team Schedule Ltd. who deal with vendors must govern this Code of Conduct by healthy judgement, precision and integrity. Their most important task is to uphold the interests of Team Schedule Ltd. Employees of Team Schedule Ltd. must make sure that the vendors comply with all the requirements of the law in the country of production and the country of sale. The employees of Team Schedule Ltd. must ensure that within the requirements set by the responsible purchasing department each vendor conducting a substantial volume of business with Team Schedule Ltd. is asked to provide written confirmation of such compliance. Team Schedule Ltd. employees must not force any vendor to buy Team Schedule Ltd. products in return for Team Schedule Ltd. purchase of the vendor's goods or services. Naturally, however, Team Schedule Ltd. may seek to sell products to its vendors as it does to any other customer. Team Schedule Ltd. employees must not pass on information concerning a vendor's problems or shortcomings to any other vendor, partner, or other person outside Team Schedule Ltd.

### **Bids and Estimates**

Team Schedule Ltd. employees must ensure that all qualified vendors are fully and equally notified of Team Schedule Ltd. technical and commercial bid requirements. The same applies to subsequently provided details, changes, and additions to these requirements. If

Team Schedule Ltd. has set a deadline for submitting bids, employees of Team Schedule Ltd. must ensure that bids arriving after this deadline are not considered. Team Schedule Ltd. employees must base the award of any contract on the long-term cost to Team Schedule Ltd., including the costs associated with defective goods and services, as well as the value of the long-term business relationship with Team Schedule Ltd. vendors.

### External Consultants

Employees of Team Schedule Ltd. must ensure that:

- Commission and consulting contracts are always concluded in writing.
- Payments are only made for activities that are usually remunerated and are lawful.

### Conduct with Competitors

One of the most serious infringements against the provisions of competition law is an understanding among competitors. Agreements and understandings between competitors about pricing, conditions of sale, volume of production, or the sharing of markets, are strictly unlawful. Employees of Team Schedule Ltd. must not participate in agreements or understandings of this nature.

### Price-Fixing Among Competitors

All forms of price-fixing among competitors are forbidden. This ban also includes all agreements and understandings that only indirectly affect prices or other conditions of sale (for example, discounts). Employees of Team Schedule Ltd. must not participate in setting maximum and minimum prices or exchanging information about future pricing models with competitors. In individual cases, it may be necessary – as part of a reseller agreement – to provide information to the resale partner, who may also be a competitor, about the future pricing model so that internal licensing payments can be adjusted. Employees of Team Schedule Ltd. must not convey such information without first checking with the Legal and HR Business Partners on the implications under competition law.

### Competitive Restrictions

Joint ventures, collaboration agreements, and mergers among competitors can affect free competition. In many cases, they require official approval. Often their legality also has to be checked in multiple systems of law because they can have consequences in other countries. Therefore, employees of Team Schedule Ltd. must ensure that the Legal and HR Business Partners check the legality of such plans as early as possible and, in any case,



before they are affected.

### **Contact with Competitors**

Team Schedule Ltd. employees must not talk with competitors about internal matters, such as pricing and conditions of sale, costs, overviews of the market, organizational processes, or other confidential information, from which competitors could draw competitive advantage over Team Schedule Ltd.

### **Obtaining Competitor Information**

Team Schedule Ltd. has a legitimate interest in obtaining information about competitors and evaluating all published information about its competing companies (for example, publications about products and pricing). On no account may employees of Team Schedule Ltd. seek to obtain trade secrets or other confidential or secret information about a competitor using dishonest means. Team Schedule Ltd. employees must not accept, read, or use information about products and plans of competitors which is identified or identifiable as confidential information unless that employee of Team Schedule Ltd. is authorized by the competitor to do so. Team Schedule Ltd. receives a net benefit from competitive information only when it is obtained lawfully and ethically. Team Schedule Ltd. seeks to avoid exposure to competitive information that is confidential, is otherwise restricted or has no legitimate source. Actual or alleged infringement or misappropriation of competitors' confidential information or intellectual property rights may lead to litigation which, in turn, can result in monetary loss and the inability to provide certain products or services to our customers. In addition, actual or alleged infringement or misappropriation may also damage Team Schedule Ltd.'s reputation as a trustworthy business partner. Accordingly, Team Schedule Ltd. employees may gather and use non-confidential information about competitors (including information that can be found on competitors' websites), but only subject to the following limitations:

- Team Schedule Ltd. employees are legally prohibited from collecting confidential competitive information.
- Team Schedule Ltd. employees are legally prohibited from making untrue statements about competitors.
- Team Schedule Ltd. employees are legally prohibited from gathering competitive information in breach of a contract.
- Team Schedule Ltd. employees are legally prohibited from misrepresenting their

relationship to Team Schedule Ltd. in order to obtain competitive information.

- Team Schedule Ltd. employees are legally prohibited from violating the copyrights of a competitor.
- Team Schedule Ltd. employees are legally prohibited from hiring third parties to engage in these practices.

### Conduct with Partners

Partners support Team Schedule Ltd. in many of the company's numerous and varied business interests. That is why employees must conduct themselves with absolute loyalty towards Team Schedule Ltd. and neutrality towards every partner. Presenting a consistent and coordinated message is in the best business interests of Team Schedule Ltd. and the partner concerned. Employees of Team Schedule Ltd. must avoid all forms of one-sided preferential treatment of one partner. This particularly applies to competing bids from several partners for the same customer. If a partner is also a customer, vendor, or competitor of Team Schedule Ltd., employees of Team Schedule Ltd. must observe the Code of Business Conduct described above with respect to customers, vendors, and competitors.