



Delivery Hero

Supplier Code of Conduct

Global Procurement

Version 1.1

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1. Preamble

Delivery Hero is committed to operating responsibly, including in how we source and whom we work with. We evaluate and select our suppliers beyond the basis of economic criteria. We consider environmental protection, compliance with human rights, labor, and social standards, as well as anti-corruption practices.

We expect our suppliers to comply fully with applicable laws and adhere to internationally recognized environmental, social and corporate governance standards (ESG). Our approach is drawn from the principles established by the United Nations Global Compact, the United Nations Guiding Principles, and Human Rights, and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work.

2. Scope

The Supplier Code of Conduct of the Delivery Hero Group which is applicable to Delivery Hero SE, all its subsidiaries and all its affiliated companies (in the following "DH Group", "Delivery Hero", "company" or "we") is relevant to all our suppliers, including agents, trading companies, service providers, their subcontractors and every member of the supply chain (hereafter: "Suppliers").

Our Suppliers shall accept our Supplier Code of Conduct (CoC) and adhere to our principles at all times, i.e. in all situations involving any entity of the Delivery Hero Group directly or indirectly. Our Suppliers should aim to establish appropriate training measures to allow their managers and employees to gain an appropriate level of knowledge and understanding of the applicable laws, regulations and generally recognized standards, as well as standards expected by Delivery Hero.

Riders and their potential employers will also need to comply with any policies, guidelines or training that Delivery Hero may implement for riders in relation to their services.

3. Human Rights & Labor Standards

Delivery Hero respects human rights as set out in the United Nations Universal Declaration of Human Rights. We require our employees to treat others with fairness, respect, and equality. We expect suppliers to respect the rights of their employees and contractors, and to comply with all relevant legislation, regulations, and directives in the country in which they operate. If such relevant local laws do not exist, suppliers are in any case expected to adhere to our Code of Conduct.

Requirements set out below cover Delivery Hero's expectations on a range of human rights-related issues. Also, Delivery Hero expects suppliers to enable their employees and other stakeholders to report concerns or potentially unlawful practices at the workplace.

3.1 Forced Labor, Child Labor, Human Trafficking and Slavery

Delivery Hero expects suppliers NOT to:

- use any form of forced or involuntary labor.
- participate in any way with human trafficking, specifically the recruitment, transportation, transfer, harboring, or receipt of persons by improper means (such as force, abduction, fraud, or coercion).
- employ or use workers who fail to meet minimum age requirements. Minimum age is determined to be whichever is higher between applicable child labor laws in the country of operation or the ILO requirements (general minimum age for admission to employment or work at 15 years (13 for light work) and the minimum age for hazardous work at 18 (16 under certain strict conditions)). In such instances where light work is used it must meet with the definition used by the ILO that such work does not harm a child's health and development and does not prejudice attendance at school and participation in vocational training.

3.2 Working Hours, Wages & Benefits

Delivery Hero expects suppliers to:

- Pay all workers the greater between the minimum legal wage or a wage that meets the local industry standards.
- Comply with working hours following local laws.
- Pay full time workers at a level that allows them to meet their basic needs in the jurisdiction where no legal minimum wage exists.
- Comply with all other applicable local laws and regulations regarding wages, working hours and benefits, such as overtime, maximum hours and employee benefits.

3.3 Non-discrimination & Professional Standards

Delivery Hero expects suppliers to:

- Aim for the highest possible professional standards. In particular, to maintain a respectful and dignified relationship with everyone the supplier engages with, this includes its own suppliers, customers and employees, as well as customers and employees of Delivery Hero. The supplier's engagement should be free of harassment, abuse of any kind, harsh and inhumane treatment;
- Not discriminate against people based on personal characteristics, including but not limited to gender, gender identity or expression, sexual orientation, race, and ethnicity; and
- comply with local laws and regulations.

3.4 Health & Safety

Delivery Hero expects suppliers to:

- Provide a safe and healthy working environment, taking proactive action to prevent and minimize injury and ill health of their workers.
- Understand and eliminate hazards and risks to occupational health and safety.
- Continually work to improve the management of occupational health and safety.

Where suppliers' activities include chemicals or other materials that pose a health risk to humans, we expect suppliers to abide by the following requirements in addition to those listed above:

- Ensure an appropriate health and safety management system is in place.
- Be proactive in identifying, reducing or avoiding risks to people.
- Chemicals or other materials that pose a risk to humans must be identified and handled in such a way that handling, use, storage, and disposal are carried out safely.

3.5 Freedom of Association

Delivery Hero expects suppliers to uphold the freedom of association and the right to collective bargaining under applicable laws.

4. Environment Impact

Delivery Hero is committed to preserving the environment and combating climate change. We want to work with organizations that share these goals.

As a minimum, we expect suppliers to:

- Comply with all applicable environmental laws and regulations.
- Minimize the negative environmental impacts of their operations, products and supply chains, including but not limited to air pollution, greenhouse gas emissions, water discharge, hazardous waste disposal, and poisonous substances.
- Use resources efficiently, apply energy-efficient and environmentally friendly technologies and reduce waste, as well as emissions to air, water, and soil.

Where suppliers' activities include chemicals or other materials that pose a risk to the environment, we expect suppliers to abide by the following requirements in addition to those listed above:

- Ensure an appropriate environmental, health and safety management system is in place.
- Be proactive in identifying, reducing or avoiding risks to the environment and people.
- Chemicals or other materials that pose a risk to the environment must be identified and handled in such a way that handling, use, storage, and disposal are carried out safely.

5. Bribery & Corruption

5.1 Anti-Bribery & Anti-Corruption

Bribery or corruption refers to the giving or offering of money, goods or other forms of reward to a recipient to bring about a change of their behaviour or decisions in the interest of the giver, and which the recipient would otherwise not alter.

Delivery Hero does not tolerate any form of bribery or corruption. Offering or accepting a bribe in any form, directly or indirectly, is strictly prohibited. Suppliers shall fully comply with applicable national and international regulations and are expected to conduct business in a professional, fair and lawful manner. Therefore, suppliers are expected to have established processes for sharp controls and regulations to prevent any kind of bribery and corruption.

5.2 Conflict of Interest

A conflict of interest may arise at any time when competing loyalties could cause you to pursue a personal benefit. Suppliers are requested to take reasonable steps to avoid any conflict of interest, real or apparent, in connection with their cooperation with Delivery Hero. Suppliers shall not enter into a financial or any other relationship with a Delivery Hero employee that creates any actual or potential conflict of interest for Delivery Hero or its employee. Suppliers

understand that a conflict of interest arises when the material personal interests of the Delivery Hero employee are inconsistent with the responsibilities of his/her position with the company. All such conflicts must be disclosed and corrected. Even the appearance of a conflict of interest can be damaging to Delivery Hero and its suppliers and are to be disclosed and approved in advance by Delivery Hero management.

6. Unfair Business practices

6.1 Collusion

Delivery Hero competes vigorously in the sectors that it is active in but is committed to doing so in a manner that is fair, honest, ethical and legal. We expect all suppliers to conduct their activities in a manner consistent with applicable antitrust and competition laws. Antitrust and competition laws are designed to encourage and protect free and fair competition. These laws exist within the EU Member States as well as in other countries where Delivery Hero does business and apply to any relationships with competitors, customers, service providers and suppliers.

Antitrust and competition laws prohibit practices that include:

(1) Agreements or arrangements (including informal understandings, such as oral “gentlemen’s agreements”) between competitors that reduce or restrict competition with each other, such as price fixing, bid rigging, allocations of customers or territories or agreements not to deal with third parties, and (2) Other practices, such as requiring exclusivity, excessive pricing, “tying/bundling” (conditioning the sale of a product on the purchase or sale of another product), or imposing non-competes where these practices have an unreasonable impact on competition such as where these unduly exclude competitors or exploit other parties..

6.2 Due Diligence & Prevention of Financial Crimes

Delivery Hero is committed to preventing all forms of financial crimes, especially money laundering, terrorist financing, sanctions violations, trade embargoes and frauds. Our suppliers are expected to pass any check from Delivery Hero aimed at their detection, disruption and deterrence.

We at Delivery Hero use due diligence when selecting our service providers and suppliers. Our procurement process is based on objective and comprehensible criteria, using a documented procedure. We always aim to ensure that our suppliers follow the same high ethical principles of conduct as we do at Delivery Hero. Hence, our suppliers are obligated to conduct an appropriate due diligence process within their whole supply chain.

6.3 Management Systems

Our suppliers must have stringent monitoring and controlling processes including functional controls with clear allocated responsibilities that are respectively documented. Suppliers are also obliged to implement local rules and regulations, including tax laws, to ensure compliance with the principles of this CoC.

6.4 Protection of Intellectual Property/ Company Assets

Delivery Hero assets comprise intellectual property, business strategies, financial data and other confidential information, as well as physical assets (hereafter: “intellectual property and company assets”). Suppliers are obliged to protect and respect Delivery Hero’s intellectual property and company assets. Disclosure towards third parties requires the prior written consent of Delivery Hero. Required disclosure towards authorities under applicable laws or regulations, shall where legally permissible, be notified in advance by the supplier to Delivery Hero. Sub-suppliers shall be obliged accordingly by the supplier.

6.5 Data Protection & Security

Suppliers shall provide complete and accurate information to facilitate third party due diligence efforts undertaken by Delivery Hero and comply with the applicable laws and regulations in the country or countries where they operate.

Suppliers shall handle and protect personal data and confidential information provided by Delivery Hero in the course of their relationship with Delivery Hero against unauthorized access, unlawful use, disclosure, loss, alteration, damage and destruction.

Suppliers are expected to use security controls that meet Delivery Hero’s requirements to maintain and protect the information, including physical and digital assets, obtained from DH. Suppliers are responsible to maintain up to date technical and organizational measures and to confirm on a periodic basis, compliance with those.

Suppliers shall notify Delivery Hero for any suspected or actual data breach concerning the services provided. Third Parties shall assist Delivery Hero in any investigations in response to a data or information breach.

General Data Protection Regulation (GDPR requires data controllers to sign a data processing agreement (DPA) with any parties that act as data processors on their behalf and process personal data under the instructions of Delivery Hero SE (controller). Whether it is an email client, a cloud storage service, or website analytics software, you must have a data

processing agreement with each of these services to achieve GDPR compliance.

Suppliers who are located in the European Union and European Economic Area (Norway, Iceland, Lichtenstein) are subject to the Data Protection Regulation.

According to the geographical scope of the General Data Protection Regulation, suppliers outside the EU+EEA might also be subject to the regulation based on their processing activities. GDPR applies if the supplier:

- has a main establishment within EU+EEA (controller of personal data),
- is processing personal data within the EU+EEA (processor of personal data),
- is processing personal data of EU+EEA citizens and data subjects who permanently live within the EU+EEA,
- is not within the EU+EEA but they are specifically offering goods and services to data subjects who live in the EU+EEA, or
- is not within the EU+EEA but they are monitoring the behaviour of data subjects who live within the EU+EEA and the behaviour takes place within this region.

We expect suppliers to have an adequate level of protection to the fundamental right of individuals (data subjects) upon transferring personal data to third countries who are outside the EU+EEA (eg. Great Britain, USA). An international transfer may take place if the supplier has one of the below measures in place:

- Supplier is a white listed country (Andorra, Argentina, Canada (commercial organisations), Faroe Islands, Guernsey, Israel, Isle of Man, Japan, Jersey, New Zealand, Switzerland and Uruguay)
- Supplier will sign a SCC (Standard contractual Clause) with Delivery Hero SE
- Supplier has Binding Corporate Rules (BCRs) as a mechanism for international transfers

Suppliers who previously relied on Privacy Shield Certificate as an adequate safety measure are obliged to sign SCC with Delivery Hero SE.

7. Food & Food Contact Packaging

Food and Food contact packaging materials must be manufactured, sourced, stored and distributed from a certified supplier according to the Global Food Safety Initiative (GFSI) benchmarked standards or alternatively the supplier must have demonstrated commitment to achieve certification via the GFSI global markets program. Food and Food contact

packaging suppliers must always maintain valid GFSI benchmarked standard certification.

The supplier must comply with relevant dietary religious requirements (i.e. Halal or Kosher) where this is required. The supplier must possess a valid certification by an accredited, recognized, credible certification body. The supplier must also ensure that the certification is performed according to the religious requirements (i.e. Halal or Kosher) in the market where the product will be used or sold and is recognized by the local relevant competent authorities. Packaging materials must be verified for the absence of hidden non approved ingredients, wording or pictorials according to religious requirements.

In case such certifications are suspended, withdrawn or expired, suppliers must notify their Food Safety and Quality Management point of contact at DH immediately. Food and Food Packaging suppliers must demonstrate that all non-conformities identified during the audit have been closed off and verified by the external auditing company. A copy of the GFSI audit shall be made available to Delivery Hero Food Safety and Quality Management central team (foodsafety@deliveryhero.com).

The supplier should demonstrate its commitment to continuous improvement. Third party auditing companies must be a reputable accredited certification body recognized by the Delivery Hero Food Safety and Quality Management central team (foodsafety@deliveryhero.com).

It is essential that riders maintain the highest standards of hygiene when delivering food. Riders should operate in accordance with the relevant food safety laws and hygiene practices to ensure food delivered to the customers is safe and clean.

8. Food Preparation Equipment & Machinery

All equipment and machinery used for food must meet the legal requirements of the supply of machinery regulations which includes hygiene, safety by design, affixing the appropriate conformity marking (i.e. CE in EU), a Declaration of Conformity (DoC) and suitable instructions for use, cleaning and maintenance. The DoC and/or Instructions must state conformity with Hygiene requirements for food machinery and Hygiene Requirements for the Design of Machinery or equivalent international/local harmonized standard.

All equipment and machinery used for food to be 'designed and constructed in such a way as to avoid any risk of infection, sickness or contagion'. Equipment must be designed and constructed so that:

- They can be cleaned before each use and can be easily dismantled for cleaning where necessary;
- Materials coming into contact with food satisfy certain conditions as to suitability and surfaces in contact with food are smooth, have minimum edges, recesses etc.;
- Cleaning or disinfecting chemicals can be completely discharged from the machine;
- Insects, organic matter etc. cannot accumulate in areas that cannot be cleaned;
- Machine lubricants etc. cannot come into contact with foods.
- Instructions must be provided to indicate recommended cleaning products and methods for cleaning, disinfection and rinsing.
- Meet the requirements usual safety guarding and control systems etc. requirements.

9. Whistleblowing

We expect all suppliers to promptly report any suspicious acts or any non-compliance with this CoC. To do so, all suppliers have the following three options available to them:

- contact their respective Delivery Hero Group business representative
- reach out via the Delivery Hero whistleblowing tool: www.bkms-system.net/deliveryhero.
- Get in touch via email to compliance@deliveryhero.com

Adherence to the underlying CoC is of the utmost importance to Delivery Hero. If there is a suspicion of non-compliance or a violation of one or more points of the CoC listed above, DH reserves the right to re-assess the supplier. If this suspicion is confirmed, the business partnership will be revaluated and possibly terminated according to our contractual rights and applicable law. Should the confirmed suspicion be related to a violation of fundamental human rights or laws (for example, child labour), then the relationship shall immediately be terminated, and legal proceedings initiated where applicable. Delivery Hero takes a hard stance against such violations and does not want to be associated with it.

If you require assistance with any matter related to this policy, please contact:

Email: procurement@deliveryhero.com

Date

Place

Supplier Signature

Policy Governance Framework	
Type of policy	L1_P
Revision period	1 year
Related policies	Anti-Corruption and Anti-Bribery Policy, Code of Conduct, Group Policy Data Protection, Global Procurement Policy.

Revision Log		
Revision	Date of Release	Description of Changes
1.0	2020-04-01	First Release
1.1	2020-10-01	First review: Standards, Diversity and Food Contact Packaging



Delivery Hero