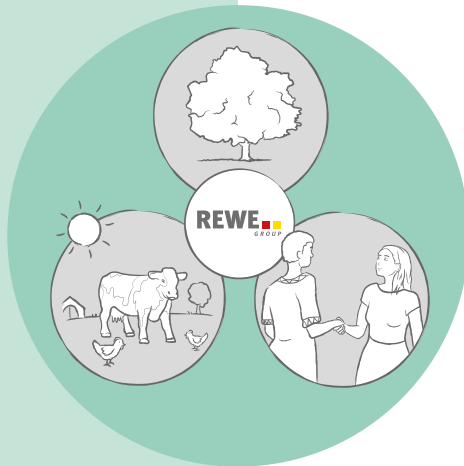


CORPORATE DUE DILIGENCE
IN THE SUPPLY CHAIN

SUPPLIER CODE OF CONDUCT



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I. INTRODUCTION

As a leading international trade and tourism company, REWE Group is aware of its responsibility within the global chains of goods and services. We can only be successful as a business in the long term if the negative impacts of both our business activities and those of our suppliers are in harmony with people and the environment. Our goal is therefore to strengthen human and environmental rights and to prevent, minimise and remedy any violations. This commitment applies both to our own business activities and to our global supply chains and is set out in our Human Rights Policy (for more information, please see <https://www.rewe-group.com/de/presse-und-medien/publikationen/leitlinien/grundsatzerklaerung-menschenrechte/>).

We therefore also expect you, as our direct supplier (hereinafter referred to as 'Supplier'), to comply with the aforementioned principles.

The present REWE Group Code of Conduct (hereinafter referred to as 'CoC') serves as a cornerstone for the joint and effective implementation of these principles.

The CoC defines the expectations of REWE Group with regard to the protection of human rights and environmental protection in the supply chain, which you as a supplier must observe and comply with in doing business with REWE Group Companies.

As used in this CoC, the term “REWE Group Company” means REWE-ZENTRALFINANZ eG (hereinafter referred to as “RZF”), with its registered office in Cologne, Germany, as well as any company in which RZF, directly or indirectly, holds an interest of at least 50 per cent.

The CoC is based on the requirements of the German Supply Chain Due Diligence Act (LkSG). As a company obligated under the LkSG, REWE Group has established a comprehensive risk management system that covers the due diligence obligations of the LkSG. This Code of Conduct is an essential component of said risk management system. By incorporating the CoC into the business relationship with its suppliers, REWE Group fulfils the legal obligation to integrate its human rights strategy into the procurement processes. This CoC forms the necessary basis for cooperative and

appropriate collaboration in the supply chain to protect human rights and the environment.

The following provisions of this CoC are binding in all business dealings between REWE Group Companies and their Suppliers. The CoC shall apply for as long as the Supplier is still in a business relationship with at least one REWE Group Company.

The human rights and environmental rights included in this CoC (Sections 3 and 4) are based on the risks that the REWE Group has identified as being relevant to a diverse procurement system with international and interconnected procurement.

For the avoidance of doubt, compliance with the requirements of this CoC does not release the Supplier from fulfilling any further requirements that may arise from applicable regulations to which the Supplier is subject.

II. DUTY TO PROTECT HUMAN RIGHTS AND ENVIRONMENTAL RIGHTS

2.1 General information on cooperation between REWE Group Companies and their Suppliers

All REWE Group Companies expect that the Suppliers will not violate any of the protected rights laid down in the catalogue of Sections 3 and 4 of this CoC (hereinafter referred to as “human rights and environmental rights”). The Supplier undertakes to protect human rights and environmental rights in its own business area and to comply with the requirements of this CoC.

Furthermore, the Supplier undertakes to address the principles of this CoC and the resulting obligations towards its suppliers in an appropriate manner to prevent violations of human and environmental rights in the further supply chain.

The Supplier must inform its employees about the contents of this CoC and, if necessary, provide training. General training about human rights and environmental protection is equivalent to this. If required, REWE Group will support the Supplier with the corresponding training courses.

If the Supplier is of the opinion that it cannot fulfil a requirement of this CoC without violating applicable law, it shall inform REWE Group (it shall inform RZF as a minimum) thereof without delay.

The Supplier is further required to inform REWE Group (it shall inform RZF as a minimum) if REWE Group's sourcing and purchasing practices result in negative impacts on human rights or environmental obligations in products manufactured for REWE Group.

The implementation of the expectations set out in this REWE Group CoC is at the discretion of the Supplier. In the interest of effective protection of human rights and environmental rights, REWE Group expects the Supplier to conduct appropriate risk management in accordance with the requirements of the LkSG. The appropriateness depends on the size, industry and position of the Supplier in the supply chain. The Supplier should determine the impacts of its business activities on human rights and environmental rights and address any identified risks and/or violations appropriately.

REWE Group companies may, at any time, request that the Supplier supports them by providing information about the further supply chain (supply chain mapping) to facilitate REWE Group's assessment of risks and/or implementation of preventive or remedial measures regarding human rights and environmental rights in the supply chain.

All measures and obligations set out in this REWE Group CoC shall, as far as possible, be implemented after consultation with the Supplier and always in accordance with the Supplier's legitimate interests (including, where applicable, the interests of its suppliers), the rights of employees, data protection and the protection of trade secrets.

2.2 Reporting of violations of human and environmental rights

Without prejudice to its further notification obligations under the provisions below, the Supplier is obligated to report any violation of human rights and environmental rights as outlined in this CoC.

Reports may be sent to humanrights@rewe-group.com or may be submitted directly to REWE's [complaint system](#) for the German Supply Chain Sourcing Obligations Act (LkSG) .

2.3 Information for REWE Group risk analysis

The Supplier acknowledges that REWE Group Companies are obliged to carry out a risk analysis in accordance with Sec. 5 LkSG. Upon request of any REWE Group Company, the Supplier shall promptly provide all information that is required by REWE Group (or a third party commissioned by it for this purpose) to carry out the risk analysis with regard to the Supplier (including repeatedly, insofar as repetition is required pursuant to Sec. 5(4) LkSG). If necessary, and for the same purpose, the Supplier shall also accept that employees or agents of REWE Group may inspect the Supplier's business premises.

2.4 Preventive measures at the Supplier's own operations

If a REWE Group Company, as part of its risk analysis pursuant to sec. 5 LkSG, identifies a risk in relation to the Supplier's business, the Supplier shall take appropriate preventive measures in relation to the human and/or environmental rights to which the risk relates, as soon as requested to do so by a REWE Group Company. For example, the Supplier shall in this case:

- instruct its responsible employees to participate in any training and further education offered by REWE Group Companies (or equivalent training arranged by the Supplier itself),
- accept that employees or agents of REWE Group or a third party may carry out appropriate checks at any operating site of the Supplier which might be affected by the risk and that they may inspect any documents of the Supplier that are relevant to the risk. Alternatively, REWE Group Companies may require the Supplier to submit to any recognised certification or audit system that ensures the implementation of independent and appropriate controls.

If a subsequent risk analysis reveals a substantially changed or substantially expanded risk profile, the aforementioned obligations arise again.

If the Supplier itself identifies a risk, it must take appropriate preventive measures independently and without being requested to do so.

2.5 Remedies for violations at the Supplier's own operations

If human rights or environmental rights have been violated at the Supplier's own operations or if such a violation is imminent, the Supplier shall report

this circumstance in accordance with Section 2.2 above and take prompt and appropriate remedial action to prevent or end the violation or to minimise the extent of the violation.

The Supplier shall prove to REWE Group (to RZF as a minimum) which measures it has taken in this respect when requested to do so.

If the nature of the violation is such that not all measures can be taken or become effective immediately, the Supplier shall immediately submit a plan and a concrete timetable for the outstanding measures and when they will become effective ("Corrective Action Plan") to REWE Group. REWE Group will provide the Supplier with appropriate support with preparing the Corrective Action Plan at the Supplier's request.

The Supplier shall review the effectiveness of all measures taken pursuant to this Section 2.5 one year later or earlier if there is a reason for this; if necessary, the Supplier shall adjust the measures appropriately. The Supplier shall report to REWE Group (to RZF as a minimum) on the findings of its review and any adjustments made, when requested to do so.

If the Supplier fails to comply with any of its obligations under this section 2.5, each REWE Group Company shall be entitled – without prejudice to its other rights – to suspend the business relationship with the Supplier until such time as the Supplier complies with its obligations.

2.6 Preventive and remedial measures in the Supplier's further supply chain

If factual indications suggest the possibility of a violation of human rights or environmental rights in the Supplier's further supply chain (i.e., at one of the Supplier's direct or indirect suppliers), or if such a violation has occurred, the supplier is obligated to report this circumstance to REWE Group in accordance with Section 2.2 above.

When requested to do so by REWE Group, the Supplier shall promptly:

- procure all information required by REWE Group (or a third party commissioned by it for this purpose) to carry out a risk analysis pursuant to Sec. 5 LkSG with regard to the supplier in question (including repeatedly, insofar as repetition is required pursuant to Sec. 5(4) LkSG), [followed by new paragraph with bullet point] do its best to impose appropriate preventive measures on the supplier in question, such as conducting of appropriate audits by employees of REWE Group or

by an independent third party during usual business hours and after reasonable notice in advance, the provision of support in the prevention and avoidance of risk or the implementation of appropriate industry-specific or cross-industry initiatives.

The Supplier shall do its best to support REWE Group in the development and implementation of a concept to prevent, terminate or minimise risks or violations. In particular, the Supplier shall do its best to ensure the cooperation of its direct supplier or request the necessary cooperation in the further supply chain to ensure that the supplier immediately takes the appropriate remedial measures in accordance with the concept. Section 2.5 shall apply mutatis mutandis.

Upon request, the Supplier shall inform REWE Group (RZF as a minimum) which remedial measures have been taken.

The Supplier shall do its best to ensure that it is able to fulfil its obligations under this Section 2.6 at all times (i.e., that it receives the required information without delay if necessary, that its direct and indirect suppliers tolerate the aforementioned inspections and that they accept and implement the aforementioned preventive measures) through appropriate agreements with its direct suppliers. If the supplier in the Supplier's further supply chain refuses to cooperate in remedying the violation, this must be documented by the Supplier and proven to REWE Group upon request.

2.7 Information about REWE Group's grievance mechanism

The Supplier is obliged to provide information about the possibility of reporting violations via the REWE Group grievance mechanism in its own business area and vis-à-vis direct suppliers in an appropriate way. The Supplier must inform employees clearly and comprehensibly about the reporting options via the REWE Group grievance mechanism. The Supplier expressly undertakes not to disadvantage or penalise employees or other potential parties who use the REWE Group grievance mechanism in any way. If the Supplier obtains knowledge of facts from the grievance mechanism, in particular the identity of complainants, it shall treat these as strictly confidential and take appropriate precautions to ensure confidentiality.

2.8 Rights of REWE Group in the event of a breach of obligations by the Supplier

If the Supplier breaches its obligations under Section 2.1 through 2.7 in an intentionally or in a grossly negligent way, any REWE Group Company shall be entitled to terminate for good cause any continuing obligations in place with the Supplier and to withdraw from any purchase contracts not yet fully performed, provided that:

- the breach is related to a very serious violation of human rights or environmental rights,
- cooperation with a Corrective Action Plan is refused without reasonable cause or
- no other, less extensive means are available to the REWE Group Company to end the violation.

Further rights to which REWE Group Companies may be entitled to in the event of a breach of obligations by the Supplier (in particular the right to demand compensation for any damages incurred) shall remain unaffected.

III. HUMAN RIGHTS AND RELATED RIGHTS

3.1 Fair working conditions

All employees must be informed of their rights and of the terms and conditions of their employment (such as remuneration, working time arrangements and holiday entitlements) in a comprehensible manner and, where national regulations and laws so provide, have written contracts of employment.

All employees shall be paid in accordance with the statutory minimum wage or, if higher, on the basis of industry standards approved in collective bargaining. Employees must be entitled to adequate remuneration that is sufficient to enable them and their families to live in dignity. Social benefits must be provided in accordance with the statutory provisions. Remuneration must be paid on time, regularly, in full and in legal tender. Deductions are only permitted under the conditions prescribed by law or established by collective agreements. Pay deductions as disciplinary measures are not permitted.

In addition, locally applicable regulations on working hours (especially with regard to overtime, breaks and rest periods) as well as holidays, paid sick leave and special regulations, e.g. to protect pregnant women and employees with special needs, must always be complied with. The use of overtime must be voluntary or regulated by contract or collective agreement. Employees must not be subjected in the workplace to any inhumane or degrading treatment, to corporal punishment, sexual harassment, psychological or physical coercion, or to any physical or verbal abuse.

Disciplinary measures must not be taken if they violate applicable law.

3.2 Freedom of association and collective bargaining

The right of all employees to form and join trade unions and to bargain collectively in a free and democratic manner must be respected at all times. Trade unions must be allowed to operate freely and in accordance with the law of the place of employment; this also applies to the right to strike.

Employee representatives must not be denied access to or prevented from interacting with employees.

3.3 Prohibition of discrimination

Any form of discrimination against employees must be avoided and actively prevented. In particular, no one must be discriminated against on the basis of skin colour, gender, age, religion or world view, social background, health, ethnic origin, nationality, membership of employee organisations, political membership or political opinion or sexual identity. This applies in particular to the recruitment of employees and to their further training, promotion and remuneration.

3.4 Prohibition of child labour

The minimum age at which a child can be employed must be above the age at which compulsory education ends under the law of the place of employment, but under no circumstances below the employment age of 15 years, unless one of the exceptions recognised by the ILO applies (cf. ILO Convention No. 138) and applicable local law also provides for that exception.

In order to ensure compliance with the above, reliable age assessment methods must be used when recruiting staff. However, such methods must not, under any circumstances, lead to any degrading or undignified treatment of employees or applicants.

3.5 Protection of young persons

The worst forms of child labour (as defined in ILO Convention No. 182) are always prohibited for employees under the age of 18. These include, but are not limited to, all forms of slavery and practices similar to slavery, work in illicit activities and any work which, by its nature or the circumstances in which it is carried out, is likely to be harmful to the health, safety or morals of children or young persons.

If persons under the age of 18 are employed, their working hours must not interfere with their ability to participate in vocational training programmes recognised by competent bodies.

3.6 Prohibition of forced labour and slavery

Forced labour is prohibited. This includes any work or the provision of services which are required of a person under threat of punishment (whether physical, psychological, financial or otherwise) and for which that person has not volunteered. Also prohibited are all forms of slavery, slave-like practices, servitude or other forms of domination or oppression in the workplace environment, such as extreme economic exploitation, sexual exploitation or humiliation.

All employees shall have the right to terminate their employment in accordance with the contractual or, as the case may be, statutory notice period. It is forbidden to withhold identity documents from employees.

Employees, especially itinerant workers and migrants, must not make unlawful payments or deposits to obtain their jobs. Where lawful payments are incurred for job placement services or for obtaining documents necessary for employment, such as work permits, visas or health checks, these must be borne by the employer.

Special care must be taken when using employment agencies, both directly and indirectly. Employment agencies may only be used if they operate lawfully and responsibly. As far as possible, certified employment agencies must be used.

3.7 Occupational health and safety

The occupational health and safety rules that apply according to the law of the place of employment must be complied with at all times. At each operating site, systems that are appropriate in relation to the size and harmful nature of the business must be in place to identify, assess, prevent and control any potential hazards to the health and safety of employees. Effective

measures must be taken to prevent work-related accidents and health hazards, in particular through:

- sufficient safety standards in the provision and maintenance of workstations, work areas and work equipment,
- appropriate protective measures to avoid exposure to chemical, physical or biological agents,
- measures to prevent excessive physical or mental fatigue, in particular through appropriate work organisation in terms of working hours and rest breaks and
- adequate training and instruction of employees as well as the documentation of these measures.

Minimum requirements also include adequate lighting, temperature control and ventilation, the provision of drinking water, adequate sanitary facilities and the provision of occupational health care.

Where accommodation is provided, it must be clean, safe and suitable for meeting the basic needs of employees.

Employees must have the right to leave the premises in dangerous situations without having to ask for permission.

The Supplier shall appoint from its management or from among its senior employees a person responsible for compliance with the aforementioned occupational health and safety obligations.

3.8 Preservation of natural resources and basic human needs

The natural foundations of life must be preserved and safeguarded. In particular, care must be taken within the scope of all business activities to avoid any adverse soil changes, groundwater contamination, air pollution, harmful noise emissions or excessive water consumption which would result in:

- a substantial impairment of the natural basis for the preservation and production of food,
- a person being denied access to safe drinking water,
- a person having difficulty accessing sanitary facilities or the destruction of such facilities or
- damage to the health of a person.

3.9 Rights of local communities, forced evictions

Local, national, international and traditional land, water and resource rights shall be respected, especially those of indigenous communities. The free and informed consent of affected communities must be obtained prior to legally permitted land-use changes are made or before water or other resources of local communities are consumed or affected. The consent process must be documented.

There must be no unlawful evictions.

3.10 Deployment of security guards

The hiring or use of private or public security guards for the protection of a business project is prohibited if, due to a lack of instruction or supervision on the part of the business, the use of the security guards would result in:

- a violation of the prohibition of torture and cruel, inhumane and degrading treatment,
- injury to life or limb, or
- employees' freedom of association being affected.

IV. ENVIRONMENTAL RIGHTS

4.1 Resource consumption, avoidance of environmental pollution

In addition to applicable local environmental laws, all internationally recognised environmental standards must be complied with.

Throughout the entire supply chain, the aim is to avoid or continuously reduce the negative environmental impact of resource and energy consumption, emissions of greenhouse gases and air pollutants, water consumption and emissions into soil or water, to avoid or reduce waste, to preserve biodiversity and to promote circular economy. This applies to both goods and packaging.

4.2 Handling of waste

Appropriate measures must be taken to ensure that waste containing persistent organic pollutants (as defined in the Stockholm Convention of 23 May 2001 (POPs Convention) and in applicable legislation adopted on the basis

thereof) is handled, collected, transported and stored in an environmentally sound manner. Such waste may only be disposed of in a way which either destroys or irreversibly transforms said pollutants (such that they no longer exhibit the characteristics of persistent organic pollutants) or which ensures that said pollutants are otherwise disposed of in an environmentally sound manner; however, the latter is permitted only if destruction or irreversible transformation is not the environmentally preferable option or if the concentration of persistent organic pollutants is low.

The export of hazardous waste and other waste within the meaning of the Basel Convention of 22 March 1989 and within the meaning of Regulation (EC) No 1013/2006 is prohibited if:

- the importing country is not party to the Basel Convention,
- the importing country has not given its written consent to the particular import or has even prohibited such import or
- it can be assumed that the waste will not be treated in an environmentally sound manner (whether in the importing country or elsewhere).

The following are also prohibited:

- the export of hazardous waste (as defined above) from countries specified in Annex VII to the Basel Convention to countries not listed therein and
- the import of hazardous waste and other waste (as defined above) from a country that is not party to the Basel Convention.

4.3 Environmental permits

All required environmental permits and approvals must be obtained, kept up-to-date at all times and complied with.

4.4 Climate protection

The REWE Group Companies expect appropriate measures to be taken at all levels of the supply chain to reduce the CO₂ balance and thus to contribute to achieving the targets agreed at the UN Climate Change Conference in Paris and the 1.5 degree target of the Intergovernmental Panel on Climate Change (IPCC). All Suppliers and their suppliers are encouraged to find economic solutions to improve energy efficiency and to minimise energy consumption and greenhouse gas emissions. The aim is to reduce greenhouse gas emissions as far as possible through avoidance and reduction strategies

that are in line with the requirements of the Science Based Target Initiative and only then to compensate for residual emissions.

The protection of forests and other valuable ecosystems plays a central role in mitigating climate change and in preserving biodiversity. The REWE Group Companies expect Suppliers and their suppliers to contribute to net zero deforestation. Suppliers and their suppliers shall endeavour to ensure that no clearing of primary forests and other areas worthy of special protection takes place for the production of raw materials and that compensation is provided through reforestation in the event of any legal deforestation.

4.5 Hazardous substances and product safety

Hazardous substances, chemicals and materials must be labelled. Care must be taken to ensure their safe handling, movement, storage, recycling, reuse and disposal. All applicable laws and regulations regarding hazardous substances, chemicals and materials must be complied with. Applicable substance restrictions and product safety requirements must be observed. Key personnel must be informed and regularly trained in this regard.

The following are prohibited:

- the production, import and export of products to which mercury has been added,
- the use of mercury and mercury compounds in manufacturing processes within the meaning of Art. 5(2) and Annex B Part I of the Minamata Convention of 10 October 2013 from the respective phase-out date specified therein,
- the treatment of mercury waste contrary to Art. 11(3) of the Minamata Convention.

The production and use of chemicals listed in Annex A of the POPs Convention are also prohibited.

4.6 Animal welfare

Nationally applicable laws on animal welfare and protection must be fully complied with.

In addition, appropriate measures must be taken to ensure that all livestock keeping and management systems used are adapted in the best possible way to the needs of the animals, from birth to slaughter, and that the (behavioural) physiological requirements of the respective species are accommodated.

As far as possible, it must be ensured that animals are not subjected to any pain, injury or other suffering during transport or during the stunning and slaughter process. Live transports must be kept as short as possible along the entire supply chain.

In general, REWE Group Companies expect Suppliers and their suppliers to proactively develop solutions for better animal welfare and to promote the implementation of such measures.

4.7 More environmentally friendly packaging

Efforts must always be made to use packaging that is more environmentally friendly. To this end, packaging must, wherever possible, be avoided or reduced or improved in terms of its environmental effects. These principles are to be applied in the order of priority given here – because the best packaging, from an ecological point of view, is one which can be avoided completely. Packaging is considered more environmentally friendly if it is reusable, uses as little material as possible, is recyclable or consists of secondary raw materials, alternative materials or certified paper.

V. BUSINESS INTEGRITY

The Supplier shall ensure that it truthfully and accurately documents its activities, its group structure and performance and that it discloses them in accordance with applicable regulations and industry standards.

The Supplier must conduct its business ethically and without bribery, corruption or any kind of fraudulent business practices, complying at least with applicable national laws and regulations.

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