

foodora

Third Party Code of Conduct

Version 3.0 - Valid from July 15th, 2023

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1. Preamble

Delivery Hero is committed to operating responsibly, this includes how we source and whom we work with. We select and evaluate our Third Parties beyond the basis of economic criteria.

2. Scope

The Third Party Code of Conduct of the Delivery Hero Group is applicable to Delivery Hero SE and all its direct or indirect subsidiaries and affiliated companies (in the following DH Group, DH, Delivery Hero, company or we) and is relevant to all our Third Parties.

DH Group defines a **Third Party** as any external party (company or individual) contracted by Delivery Hero to provide services or goods.

A contract between Delivery Hero and a Third Party is concluded when the declaration of intent of the authorized contracting parties coincides. Conversely, if all criteria for termination of the contract are met, the relationship with the Third Party ends.

Our Third Parties and their employees must ensure compliance with our Third Party Code of Conduct (TPCoC) and adhere to its principles at all times. Our third parties are expected to promote compliance with the principles of this document along its supply chain.

3. Principles

Business relationships between Delivery Hero and Third Parties are to be conducted in compliance with applicable laws, and internal policies as well as with commitment to the following Delivery Hero principles.

3.1. Human Rights & Labor Standards

As part of our principles, we are committed to comply with the Lieferkettensorgfaltspflichtengesetz (LkSG vom 16. Juli 2021) translated as the German Supply Chain Act.

According to the German Supply Chain Act, a human rights risk is a condition in which, based on factual circumstances, there is a reasonable likelihood, with sufficient probability, that a **violation of one of the following prohibitions is imminent:**

- Child labour (under the age of 15 years)
- Worst forms of child labour (slavery, mandatory military recruitment, prostitution, drug trafficking, security or health endangerment)
- Forced labor
- Slavery
- Disregard for Employee safety (including workplace security)
- Disregard for freedom of association (no unions, no strikes)
- Employee discrimination
- Not taking into account the minimum wage
- No access to basic food/drinking water
- Forced eviction
- Violation of a protected legal position

In addition, Delivery Hero's principles prohibit any form of harassment and discrimination.

3.2. Environmental impact

Delivery Hero is committed to preserving the environment and combating climate change. We want to work with organizations that embrace these same goals and consider them during their business activities.

Where the activities of a Third Party include chemicals or other materials that pose a risk to the environment, we expect them to abide by the following additional requirements:

- Ensure an appropriate environmental, health and safety management system is in place.
- Proactively identify, reduce and avoid risks to the environment and humans.
- Ensure identification, safety, handling, use, storage and disposal of chemicals or other materials that pose a risk to the environment in line with safe practices.
- Ensure emergency and contingency plans are in place in the case of accidents and incidents.
- Compliance with the following UN conventions:
 - The Minamata Convention which aims to eliminate, reduce, and manage risks associated with the production and disposal of mercury-containing products,

- The Persistent Organic Pollutants Convention which aims to eliminate, reduce and manage risks associated with the production or use of certain persistent organic pollutants, and
- The Basel Convention which aims to eliminate, reduce, and manage risks associated with the import and export of waste.

3.3. Environmental impact

3.3.1. Anti-Bribery & Anti-Corruption

Delivery Hero does not tolerate any form of bribery or corruption. Hence, our Third Parties must not offer any illegal benefits to, or receive any illegal payments from, any customer, third party, agent, representative, or others. The receipt, payment, and/or promise of monies or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is strictly prohibited.

Third Parties are expected to have established appropriate internal processes aimed at the prevention of any kind of bribery and corruption.

3.3.2. Sanctions

Economic sanctions are measures adopted by international bodies such as the United Nations or the European Union, or countries such as the United States or the United Kingdom, that restrict or prohibit certain dealings or transactions for foreign and security policy purposes. Sanctions may be comprehensive, such as prohibiting commercial activity with regard to certain countries, territories or regions, or they may be targeted, such as blocking transactions by and with particular businesses, organizations, or individuals.

Delivery Hero is committed to conducting business and implementing measures in compliance with the applicable economic and trade sanctions.

Third Parties shall operate in a way that complies with the economic sanctions mentioned above in connection with their respective engagement with DH. Third Parties are expected to have an appropriate compliance system in place to prevent violations of any applicable economic sanctions laws.

3.3.3. Conflict of Interest

A conflict of interest may arise at any time when competing loyalties could cause one to pursue a personal benefit. Third Parties are requested to take reasonable steps to avoid any conflict of interest, real or apparent, in connection with their cooperation with Delivery Hero.

Third Parties shall not enter into a financial or other relationship with a Delivery Hero employee that creates an actual or potential conflict of interest for Delivery Hero or its employee.

Third Parties 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.

Third Parties are required to avoid potential conflicts of interest and take necessary actions to address them. Even the appearance of a conflict of interest can be damaging to Delivery Hero and its Third Parties. Any potential conflicts of interest should be disclosed immediately by the Third Party and approved in advance by Delivery Hero management.

3.4. Antitrust

We expect all Third Parties 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.

Antitrust and competition laws prohibit practices that include:

- Agreements, arrangements (including informal understandings such as oral “gentlemen’s agreements”) or exchanging of commercially sensitive information between competitors or potential 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
- Other practices, such as excessive pricing, “tying/bundling” (conditioning the sale of a product on the purchase or sale of another product) or imposing commercial conditions where these practices have an unreasonable

impact on competition (for example, where these unduly exclude competitors or exploit other parties).

3.5. Protection of Intellectual Property/Company Assets

Third Parties do not acquire any rights over Delivery Hero's intellectual property and company assets. Third Parties are obliged to protect and respect Delivery Hero's intellectual property and company assets. Any use of Delivery Hero's intellectual property and company assets by Third Parties requires prior authorization from Delivery Hero. Third Parties shall not contest or challenge, or take any action inconsistent with or that may damage or impair ownership of the intellectual property and company assets of Delivery Hero.

Any disclosure of intellectual property information from one Third Party to other external parties requires the prior written consent of Delivery Hero. Sub-third parties shall be obliged accordingly by the Third Party.

3.6. Data Protection & Security

Third Parties shall provide complete and accurate information to facilitate third-party security and privacy due diligence efforts undertaken by Delivery Hero and comply with the applicable laws as well as regulations in the country or countries where they operate.

Third Parties shall handle and protect personal data and confidential information provided by Delivery Hero or exposed in the course of their relationship with Delivery Hero ("Information") against unauthorized access, unlawful use, disclosure, loss, alteration, damage and destruction.

Third Parties are expected to use security controls that meet Delivery Hero's requirements in order to maintain and protect the Information, including physical and digital assets. These parties are responsible to maintain up-to-date technical and organizational measures and to confirm on a periodic basis, compliance with those. Third Parties shall notify Delivery Hero of 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 parties that act as data processors and process personal data under the instructions of the controller; i.e. Delivery Hero SE as the controller. Whether it is an email client, a cloud storage service, or website analytics software, the Third Party must have a data processing agreement with each of these services to achieve GDPR compliance.

Where Third Parties are acting as a processor on behalf of other DH Group companies, they are subject to GDPR if they are either domiciled in the territory of the EEA or, under certain further conditions, even if they are not domiciled within the territory of the EEA. Third Parties will respect Delivery Hero's assessment as to whether or not they fall within the scope of the GDPR.

Even if not domiciled within the EEA, or transferring personal data to countries outside the EEA, we expect Third Parties to provide an adequate level of protection to the fundamental rights of individuals (data subjects). For international transfers, we expect appropriate safeguards to prevent any unauthorized access and especially by government bodies.

An international transfer of Information may only take place, if the Third Party has one of the below measures in place:

- Being located in a white-listed country (Andorra, Argentina, Canada (commercial organizations), Faroe Islands, Guernsey, Israel, Isle of Man, Japan, Jersey, New Zealand, Switzerland, South Korea, United Kingdom and Uruguay),
- Commitment to the standard contractual clauses certified by the EU Commission (SCCs),
- Having Binding Corporate Rules (BCRs) as a mechanism for international transfers.

In case of an international data transfer, the Third Party will also duly support Delivery Hero in performing any data protection impact assessment (DPIA) or data transfer impact assessment (TIAs) as may be required for Delivery Hero to meet its GDPR compliance obligation to always provide an adequate level of protection for personal data.

3.7. Food Safety

Food, food contact packaging materials, equipment and machinery used for food must be treated in

compliance with all relevant local, regional, and international legal and regulatory requirements according to [Codex Alimentarius General Principles of Food Hygiene](#). Food and food contact packaging must be sourced from safe reputable certified Third Parties to any recognized Global Food Safety Initiative (GFSI) benchmarked standard. The Third Party must comply with relevant dietary religious requirements (i.e. Halal or Kosher) where this is required. The Third Party must possess a valid certification by an accredited, recognized, credible certification body.

It is essential that deliverers (i.e. riders, drivers, walkers) maintain the highest standards of hygiene when delivering food. Deliverers should operate in accordance with the relevant food safety laws and hygiene practices to ensure food delivered to the customers is safe and clean.

In the event of serious food safety issues, outbreaks and legal violations or in case of food safety or any relevant certifications are suspended, withdrawn, or expired, Third Parties must notify immediately their local, regional or central food safety and quality management point of contact at their corresponding supplying DH entity.

4. Reporting of non-compliance

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

- Contact their respective Delivery Hero Group business representative,
- Reach out via the Delivery Hero whistleblowing tool:
<https://deliveryhero.integrityline.app/>,
- Get in touch via email to compliance@foodora.com

Adherence to the underlying TPCoC is of the utmost importance to Delivery Hero.

5. Consequences of non-compliance

If there is a suspicion of non-compliance or a violation of one or more points of the TPCoC listed above, DH reserves the right to re-assess the Third Parties.

If after the reassessment DH determines an actual or potential case of non-compliance or violation of the TPCoC by the Third Party, directly or indirectly, DH shall have full right, at its sole discretion and without the need for prior notice or interpellation of any kind, to suspend or terminate the contract between DH and the Third Party.

Delivery Hero takes a hard stance against such violations and does not want to be associated with them.

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