

## HelloFresh Order Terms and Conditions ("Terms")

1. SCOPE OF APPLICATION. These Terms govern the Order that was sent by HelloFresh to Contractor. **"HelloFresh"** means the HelloFresh entity specified in the Order; if no HelloFresh entity is specified in the Order, HelloFresh shall refer to HelloFresh SE, Prinzenstraße 89, 10969 Berlin, Germany. **"Order"** means the proposed purchase order of goods, services, supplies, materials, articles, items, parts, components or assemblies (**"Products"**) described on the Order, and once accepted by Contractor as herein provided, it shall constitute a valid and binding agreement between HelloFresh and Contractor for the sale and purchase of such Products. **"Contractor"** means the party with whom HelloFresh is contracting as stated on the applicable Order. These Terms shall only apply to transactions that do not have another duly executed written agreement between Contractor and HelloFresh. If there is such an agreement, then only those terms shall govern the transaction between HelloFresh and Contractor, and these Terms shall not apply.

2. ACCEPTANCE OF ORDER. The Order is HelloFresh's offer to Contractor. Contractor's acceptance is expressly limited to the Order and these Terms and HelloFresh objects to any additional or different terms in Contractor's acceptance. Contractor accepts the Order and these Terms upon beginning with the contractual performance or by signing or otherwise accepting the Order. HelloFresh is under no obligation to request quotations or place more orders with Contractor, both of which will be in HelloFresh's sole discretion. HelloFresh, acting in its sole discretion, will determine the actual quantity of Products to be purchased. The quantity of Products, if any, specified in any forecast supplied by HelloFresh from time to time, or otherwise, is an estimate only and shall not be binding. Contractor bears sole responsibility for managing Contractor's (raw) material, work in process, and inventory, and HelloFresh will have no liability with respect thereto.

3. PRICING. Contractor ensures that the price of the ordered Products does not exceed the price charged by Contractor to any other customer purchasing the same Products in like quantities, and under similar conditions of purchase. If no price is set forth on the front of the Order, the Products will be billed at the price last quoted or at the prevailing market price, whichever is lower, and, in any event, Products ordered under the Order will not be billed at a higher price than last quoted or charged without HelloFresh's specific written authorization. Contractor shall be solely responsible for all customs clearance, import and export duties and any other documentation, fees, or other processes necessary for all shipments. Contractor acknowledges, understands and agrees that the prices listed in the Order are inclusive of all customs, import and export duties, tariffs, transportation costs and any other fees incurred by Contractor to import such Products.

4. MODIFICATION. At all times HelloFresh will have the right to make changes to the Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under the Order, an equitable adjustment will be made in the Order price or delivery schedule, or both, and the Order will be modified in a duly executed writing accordingly. Nothing in this Section 4, including any disagreement with HelloFresh as to any claimed adjustment, will excuse Contractor from proceeding with the Order as changed. Any claim by the Contractor for adjustment under this Section 4 must be in a detailed writing and delivered to HelloFresh within five (5) days after the date Contractor receives notification of change. Any change will be authorized only by a duly executed amendment to the Order. Information, such as technical information or guidance provided to Contractor by representatives of HelloFresh, will not be construed as a change within the meaning of this

Section 4. If Contractor considers that the conduct of any of HelloFresh's employees has constituted a change under these Terms, Contractor will immediately notify HelloFresh, as to the nature of the change and any proposed modification of these Terms.

5. SAFETY. If Products provided by Contractor hereunder involve any risk, such as, but not limited to, injury or death to persons or damage to any property of HelloFresh or a third party, Contractor shall provide HelloFresh with a written description of the nature and extent of such risk, including a description of any precautions which should be taken to minimize the risk.

6. PACKAGING AND SHIPPING. If Products contain goods, they must be packaged in the manner specified by HelloFresh and shipped in the manner and by the route and carrier designated by HelloFresh. If HelloFresh does not specify the manner in which the goods must be packaged, Contractor shall package the goods so as to avoid any damage in transit. If HelloFresh does not specify the manner of shipment, route, or carrier, Contractor shall ship the goods at the lowest possible transportation rates, consistent with Contractor's obligation to meet the delivery schedule set forth in the Order.

7. OWNERSHIP. Unless otherwise specified herein, ownership for goods of Products is deemed to be transferred to HelloFresh at the time of correct delivery to HelloFresh's facilities. Passing such delivery shall, however, not mean that a delivery of the Products is accepted as being in compliance with these Terms.

8. PERFORMANCE. Deliveries of the Products shall be strictly performed in accordance with the specifications, quality, quantities and schedule specified in the Order. If at any time it appears Contractor may not meet the performance of such specifications, quality, quantities or schedule for the delivery of the Products, Contractor shall immediately notify HelloFresh in writing (email sufficient) of the reasons and make every effort to avoid or minimize the negative effects for HelloFresh resulting from Contractor's non-performance. Any additional costs caused by these requirements shall be solely borne by Contractor, unless the circumstances are beyond the control and without the fault or negligence of Contractor or its subcontractors. If Contractor fails to fulfill the Order in whole or in part, then Contractor shall pay for any and all additional costs incurred by HelloFresh to source the same or similar Product. The foregoing requirements are in addition to all of HelloFresh's other rights and remedies as may be provided in accordance with the statutory provisions, such as, but not limited to, price reduction, termination, withdrawal or damages. All necessary technical documentation and other assignments necessary for the proper use of the Products will be provided to HelloFresh upon delivery by Contractor, unless otherwise directed by HelloFresh.

9. INSPECTION, ACCEPTANCE AND REJECTION. All Products are subject to HelloFresh's final inspection and acceptance, regardless of any payment or prior inspection at source. Final inspection will be made at a reasonable time after receipt of Products. HelloFresh's failure to inspect any of the Products hereunder shall neither relieve Contractor from responsibility for such Products as are not in accordance with the requirements of the Order or these Terms nor impose liability on HelloFresh. Products which are nonconforming as to the quality or quantity or the delivery schedule shall constitute a breach of these Terms and the Order and HelloFresh shall have the absolute right to reject such Products. HelloFresh shall notify Contractor as to such rejection and HelloFresh shall have all the remedies as provided by law and these Terms. Records of all inspection work by Contractor will be kept complete and available to HelloFresh during the performance of the Order and these Terms for at least three (3) years after Contractor's completion of the Order. If Contractor fails to make the necessary inspection, removal, and replacement in

a time and manner satisfactory to HelloFresh, HelloFresh may at its option inspect and sort the Products; Contractor will pay any related costs.

10. REMEDIES. If any of the Products are found at any time to be nonconforming or otherwise not in compliance with any of the requirements of the Order or these Terms or the applicable statutory law, then HelloFresh, in addition to such other rights and remedies it may have by contract or by the statutory law, may in its sole discretion and at Contractor's sole cost and expense, reject the nonconforming Products and require the Contractor to replace nonconforming Products with conforming Products.

11. WORK ON HELLOFRESH'S PREMISES. If personnel of the Contractor or its subcontractors work on HelloFresh's premises, they are required to comply with all local, state, province or country laws and regulations governing workplace safety and materials usage. In addition, Contractor shall comply with the conditions contained in all of HelloFresh's policies and instructions and applicable precautions, such as, but not limited to, environmental, health, safety and security requirements or further requirements of all statutory provisions made available to Contractor. Contractor is responsible for the direct management and supervision of its personnel through its designated representative and shall be free to exercise discretion and independent judgment as the method and means of performance of the services contracted for by HelloFresh. Contractor's personnel and subcontractors shall in no way be considered employees of HelloFresh and Contractor's personnel and subcontractors will not, by virtue of these Terms, be entitled or eligible to participate in any benefits or privileges offered by HelloFresh. If the provision of Contractor's Product requires Contractor to be on the premises of HelloFresh or at HelloFresh's direction, Contractor will take all necessary precautions to prevent any injury or damage to person, property, including following any rules, procedures, or other requirements of HelloFresh and its employees.

12. HELLOFRESH'S PROPERTY. Tangible or intangible property of any nature furnished to Contractor by HelloFresh or specifically paid for in whole or in part by HelloFresh, and any replacements or attachments, are the property of HelloFresh and, unless otherwise agreed in writing by HelloFresh, will be used by Contractor solely to provide the Products to HelloFresh. Contractor will not substitute any property or take any action inconsistent with HelloFresh's ownership of such property. While in Contractor's custody or control such property will be held at Contractor's risk, will be kept insured by Contractor at its expense for its replacement cost with loss payable to HelloFresh.

13. INVOICE AND PAYMENT. Unless otherwise specified, a separate correct invoice shall be issued for each Order and must include the number of the Order. No invoice shall be issued before HelloFresh receives the contractual Products. No payment will be made prior to receipt of the Products of the Order, and HelloFresh reserves the right to delay payment until the Products have been received and accepted. Payment terms are net 30 days from the receipt of a correct and undisputed invoice, whereby HelloFresh must remit payment in full within 30 days of the date of receipt of the correct and undisputed invoice, if not stated otherwise in the Order. A payment shall not constitute acceptance of the Products. If stated in the Order, a discount shall be applied towards the amount owed by HelloFresh and payment has been made before the discount deadline in the Order. Unless freight and other charges are itemized, any discount taken will be taken on the full amount of the invoice. To assure timely payment, invoices shall be sent to the correct invoice email address of HelloFresh, i.e. [invoicesag@hellofresh.de](mailto:invoicesag@hellofresh.de) (for the Order of HelloFresh SE) or [invoices@hellofresh.de](mailto:invoices@hellofresh.de) (for the Order of HelloFresh Deutschland SE & Co. KG) or [invoices-produktion@hellofresh.de](mailto:invoices-produktion@hellofresh.de) (for the Order of HelloFresh Deutschland Produktions SE & Co. KG), unless otherwise instructed by HelloFresh in the Order or in writing and must be in accordance with all

statutory provisions, including tax requirements, where applicable. Any amounts payable to HelloFresh shall be paid by Contractor within thirty (30) days of receiving HelloFresh's correct and undisputed invoice.

14. REPRESENTATIONS AND WARRANTIES. All Products provided hereunder shall (a) conform to applicable specifications in the Order; and (b) be free from any nonconformity; (c) be fit for the intended purpose and operate as intended; (d) be customary in the industry; (e) be free and clear of all liens, security interests, or other encumbrances; (f) be performed in a manner acceptable in the industry and in accordance with generally accepted standards, and (g) not infringe or misappropriate any third party's rights (including intellectual property rights, e.g. copyrights, trademarks, designs, patents) or any other statutory provisions. Contractor shall not act in any fashion or take any action that will render HelloFresh liable for a violation of any applicable anti-bribery legislation, which prohibits the offering, giving, or promising to offer or give or receiving, directly or indirectly, money or anything of value to any third party to assist it, them or HelloFresh in retaining or obtaining business or in procuring the Products. HelloFresh's inspection, test, acceptance, or use of the Products shall not affect Contractor's obligations under these representations.

15. COMPLIANCE WITH LAWS. The Products supplied to HelloFresh have been produced or provided in compliance with all applicable provisions, orders, rules, and regulations. Contractor complies with any provisions, representations, or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in the Order. Contractor shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion, or delivery of the Products in any Order.

16. TERMINATION FOR CONVENIENCE. The Terms remain valid until termination, or the Order has been duly fulfilled. HelloFresh may terminate all or any part of the Order for convenience at any time upon written notice to Contractor with a notice period of 14 days, if not stated otherwise in the Order. Upon such termination, HelloFresh's payment obligation will only be limited to reasonable fees and charges that occurred for fulfillment of the Order by Contractor before the termination. In no event shall the amount payable hereunder exceed the lesser of (a) the Order value, or (b) provable fees and or direct damages resulting from and caused by HelloFresh's termination for convenience.

17. TERMINATION FOR CAUSE. HelloFresh may also terminate the Order or any part hereof for cause if (a) Contractor becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors, or (b) in the event of any breach by the Contractor fulfilling its obligations under the Order; (c) if the Contractor fails to comply with any of the conditions under the Terms, or (d) the provision of and/or the Products violate the applicable statutory law. Without limiting any other rights of termination that HelloFresh may have, late deliveries, deliveries of Products which are under poor-performance, or which do not conform to the Order or applicable statutory law, and failure to provide HelloFresh, upon request, of adequate assurances of future performance shall all be causes allowing HelloFresh to terminate the Order for cause with immediate effect. HelloFresh shall not be responsible for any fees, charges or damages to the Contractor if terminating for cause.

18. CONFIDENTIAL INFORMATION. Notwithstanding any document marking to the contrary, any knowledge or information that the either party has disclosed or may later disclose to the other party, and which in any way relates to the Products covered by the Order will not, unless otherwise specifically agreed to in writing by the respective party, be deemed to be confidential or proprietary information, and will be acquired by either party, free from any restrictions. Either party will keep confidential any technical, process, economic,

or other information derived from drawings, specifications and other data furnished in connection with the Order (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining the other party's prior written consent. Except as required for the efficient performance of the Order, either party will not use such information, make copies, or permit copies to be made of such drawings, specifications, or other data without the prior written consent of the other party. If any reproduction is made with prior consent, this notice will be provided. Upon completion or termination of the Order, upon request, either party will promptly return to the other party all materials incorporating any such information and any copies, except for one record copy. Either party agrees that no acknowledgment or other information concerning the Order and the Products provided will be made public by the respective party without the prior written agreement of the other party.

19. INDEMNIFICATION. Contractor shall indemnify, defend, and hold HelloFresh and its affiliates harmless from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of third party rights, including intellectual property rights (e.g. copyrights, trademarks, designs, patents), statutory rights, and from and against all direct, indirect, special, exemplary, incidental or consequential damages, arising out of, by reason of, or in any way connected with Products, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of the Products by Contractor, any breach by Contractor of any of its obligations hereunder, or any other act, omission or negligence of Contractor or any of Contractor's employees, workers, servants, agents, subcontractors, or suppliers. Contractor shall, on request, pay or reimburse HelloFresh or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by HelloFresh or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, Contractor will, at its own expense and at HelloFresh's option, either procure for HelloFresh the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the fees and charges and the transportation and installation costs thereof. Contractor shall not enter into any settlement without HelloFresh's prior written consent. HelloFresh may, in its sole discretion, take control of the settlement and/or defense of any such matter, including selection of counsel and Contractor shall remain solely responsible for all losses, costs and expenses incurred therein.

20. LIMITATION OF LIABILITY. EXCEPT IN CASES OF LIABILITY FOR INJURY, LIFE OR PRODUCT OR WILLFUL MISCONDUCT WHERE LIABILITY CANNOT BE LIMITED, HELLOFRESH'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE ORDER IS LIMITED TO THE AMOUNT PAID BY HELLOFRESH FOR THE PRODUCTS. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, HELLOFRESH SHALL NOT BE LIABLE UNDER THE ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES EVEN IF HELLOFRESH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. INSURANCE. Contractor has and shall maintain at all times necessary insurances, such as, but not limited to, a general business liability insurance with minimum limits of five million euros (5,000,000 EUR) for each occurrence, including coverage for products liability and operations liability, if not otherwise agreed between HelloFresh and Contractor. The amount of Contractor's insurance in no way limits any of

Contractor's obligations under to the Order. All certificates of insurance evidencing such policies should be provided to HelloFresh upon request within 10 calendar days.

22. ASSIGNMENT. Contractor shall not have the right to assign, transfer, subcontract or pledge any interest, rights or obligations under the Order, in whole or part, whether voluntarily, involuntarily, or by operation of law (including, but not limited to, by merger or liquidation) or delegate any rights hereunder, in whole or part, to any third parties without the prior written consent of HelloFresh. Any purported assignment or delegation in violation of this Section shall be null and void and shall be deemed to be a material breach of these Terms. No assignment or delegation shall relieve Contractor of any of its obligations hereunder. In the event of an approved assignment, all conditions of these Terms and the Order shall be binding upon the successors and assigns of Contractor.

23. NONWAIVER; CUMULATIVE REMEDIES. Any failure or delay by HelloFresh to enforce any provision of the Order shall not constitute a waiver of such provision or prejudice the right of HelloFresh to enforce such provision at any subsequent time. All rights and remedies provided in the Order are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other Order or agreement between the parties or otherwise.

24. SEVERABILITY. If individual clauses of these Terms should fully or partly contravene compulsory law or are now, or later become ineffective, this does not affect the effectiveness of the remaining clauses; the ineffective clause shall be deemed replaced by an effective clause which comes closest to the original intention between HelloFresh and the Contractor. The same shall apply in case of a gap.

25. PUBLICITY. Contractor will not, without the prior written consent of HelloFresh, (a) disclose the existence of the Order or any of the respective Terms to any third party, or (b) use HelloFresh's name or logo in publicity, advertising, or similar activity.

26. TAXES. All prices herein include all applicable federal, state, and local taxes as may be assessed against Contractor except those taxes required by law to be paid by HelloFresh for the usage of the Product.

27. APPLICABLE LAW AND JURISDICTION. These Terms and the Order and all matters arising out of or relating to the Order, whether sounding in contract, tort, or statute are governed by, and shall be construed in accordance with, the applicable statutory laws of the Federal Republic of Germany. The application of CISG (UN Convention on the International Sale of Goods) is excluded. HelloFresh and Contractor agree to submit jurisdiction to the respective courts in Berlin, Germany, for purposes of determining all disputes arising out of or relating to the Order and these Terms.

28. ENTIRE AGREEMENT. The Order and these Terms constitute the sole and entire agreement between HelloFresh and the Contractor with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings between Contractor and HelloFresh for the Products. These Terms in the Order may not be modified or waived except in writing and signed by HelloFresh and Contractor. Any provision of the Order that contemplates performance or observance subsequent to termination or is meant, by its nature, to survive termination, will survive any termination of the Order and continue in full force and effect. Headings in these Terms are for reference only and do not affect the interpretation of these Terms.

29. ETHICAL TRADING STANDARDS. The Contractor undertakes to comply with the included ethical trading standards ("**Ethical Trading Standards**") set out in the Annex of these Terms. Contractor shall conduct its business, including any operations and production facilities it operates, in accordance with the Ethical Trading Standards. It shall not engage in any activity, practice or conduct that constitutes a breach of the Ethical Trading Standards, in particular the standards relating to human rights and environmental protection.

## HELLOFRESH GROUP

# Ethical Trading Policy

## INTRODUCTION

### OUR MISSION

We want to change the way people eat forever. On our mission we are guided by our three basic ethical values: respect, responsibility and integrity. These values shape our culture and the way we do business. We believe that upholding these values everyday within our own operations and through our supply chains is the foundation for building strong and sustainable relationships with our own people, our customers, our shareholders and our partners. Together, we are committed to foster a diverse and inclusive culture based on common ethical standards, respect of human rights and labor rights, compliance with applicable laws and the shared understanding that it is up to all of us to help to preserve our planet.

The HelloFresh Ethical Trading Policy (“Policy”) sets out the principles that we believe are essential to translate our values into action (“Ethical Trading Standards”). Our Ethical Trading Standards are based on the standards of the Universal Declaration of Human Rights and the International Labour Organization’s (ILO) Declaration on the Fundamental Principles and Rights at Work.

### WHO THIS POLICY APPLIES TO

At HelloFresh, we hold ourselves accountable to the Ethical Trading Standards set out in this Policy and expect our business partners to adhere to the same standards. This Policy applies to all suppliers, agents, consultants and other service providers (“Partners”) of HelloFresh SE and all its subsidiaries (“HelloFresh”). It covers everyone working for or on behalf of HelloFresh or our Partners, including but not limited to full and part-time employees as well as temporary workers.

### WHAT WE EXPECT FROM OUR PARTNERS

We expect our Partners to work with us to build strong and sustainable partnerships by upholding the Ethical Trading Standards set out in this Policy in their own operations and along their supply chains. This means (i) compliance with the Ethical Trading Standards in their own operations, (ii) ensuring that their supply chain partners also meet these Ethical Trading Standards, (iii) immediate reporting of any



concerns regarding violations of the Ethical Trading Standards at HelloFresh, in their own operations or supply chain and (iv) cooperation in the remediation of violations of the Ethical Trading Standards.

## **OUR ETHICAL TRADING STANDARDS**

### **RESPECT HUMAN AND LABOR RIGHTS**

At HelloFresh, we are committed to treating all people with dignity and respect. We are aware of our responsibility and the importance of promoting human rights and labor rights throughout our own operations and our supply chain and expect our Partners to take an active part in tackling prohibited practices and ensure worker's welfare.

#### **Forced or bonded labour**

We will not accept any form of forced or bonded labour, slavery or servitude:

- Work must be voluntary and must not be conducted as a result of any verbal or physical coercion, intimidation or deception, including involuntary prison labour.
- Every worker has the freedom of movement and can end their employment without penalty at any time with or without cause and advance notice except where otherwise provided for in a written employment contract in accordance with applicable laws.
- Migrant workers may only be employed based on a valid working permit.
- Employers must not unlawfully withhold workers' identity or immigration documents (e.g. passports, visas, ID cards, citizenship papers) at any time. The documents shall only be held by the employer to enable fulfillment of relevant legal obligations and only with the permission of the worker. All documentation must be immediately returned to the worker once the relevant legal obligations are complete. In cases where the employer holds the workers' identity documents for safekeeping, the workers must have access to the documents at all times, and there must be no constraints on the ability of the worker to leave the enterprise.
- Workers shall not be charged directly or indirectly any fees or related costs for their recruitment or employment unless permitted by applicable law.

#### **Child labour and protection of young workers**

We have zero tolerance for any form of unlawful child labour:

- No children under the minimum age provided for in the ILO Convention No. 138, i.e. 15 years (13 years for light work), or provided for under applicable local laws whichever is higher, must be employed. In such instances where light work (work of persons 13 to 15 years of age) is used, it must not harm a child's health and development and must not prejudice attendance at school and participation in vocational training.

- Employment of young workers (i.e. all workers below the age of 18 and at or above the applicable minimum age, but no less than 15 years) is only allowed subject to provision of additional protection, including the prohibition of the deployment of young workers for hazardous work and, where the ILO Convention No. 138 is ratified, the prohibition of work for night shifts or during compulsory education hours.
- Proof of age must be provided, reviewed and documented.

## **Non-discrimination and equal treatment**

We understand the respectful and equal treatment of all people to be the foundation of a healthy and sustainable work environment:

- All people shall be treated with dignity and respect.
- No one shall be favored or disadvantaged on the grounds of personal characteristics such as race, national origin, colour, caste, social origin or position, gender, gender expression, sexual orientation, religion, age, disability, political opinion, marital status or any other characteristics protected by applicable law.
- All decisions regarding hiring, remuneration, training, promotion, termination, retirement and/or other employment practices must be made on the basis of non-discriminatory reasons, such as the person's ability to do the job and their performance or changes in business conditions.
- No worker may be subject to harassment including any forms of bullying, intimidation, direct insults, malicious gossip or victimization. Any use or threat of physical, sexual or verbal abuse is strictly prohibited.

## **Employment contracts, wages and working hours**

We expect any employment to be conducted professionally and in accordance with the law:

- Workers shall be provided with a clear and understandable written document including the basic information regarding their employment (i.e. agreed salary/frequency of pay) prior to the commencement of employment to the extent required under applicable law.
- Wages must be paid regularly, on time and in full by way of legal tender or negotiable instruments directly to the worker. Deductions to wages must not be used as a disciplinary measure and are only allowed with the prior written permission by the worker except where permitted under applicable local laws.
- Wages must be appropriate and must at least correspond to the local statutory minimum wage and meet the minimum legal requirements where the work is conducted.
- Employers must ensure all workers are legally authorized for work in the relevant country.

- The number of hours worked (excl. overtime) must not exceed the maximum working hours allowed according to applicable laws.
- Overtime work must be used responsibly. The extent, frequency and hours worked by individual workers and the workforce as a whole must be considered when assessing if overtime is appropriate. Overtime hours must not exceed the numbers allowed by applicable laws.
- Employees must be given appropriate meal and rest breaks to prevent excessive physical and mental fatigue due to long working hours in accordance with applicable laws.

## **Freedom of association and the right to collective bargaining**

We respect workers' legal rights to freedom of association and collective bargaining:

- Workers are free to form representative bodies and join a trade union of their own personal choice where legal under applicable local laws.
- Workers shall neither be discriminated against nor shown preference for using the right to belong or not belong to a trade union or representative body.

## **Provision of a safe and hygienic workplace**

We understand the provision of a safe and healthy workplace as a basic requirement for everyone to be able to do their job:

- Employers must comply with all applicable workplace safety requirements and take appropriate measures to prevent injury and accidents arising in the workplace by identifying and minimising causes of hazards.
- Workers must be provided with regular health and safety training, as required by applicable law.
- Workers must be provided with access to basic facilities to support worker health and safety, such as sanitary toilets and potable water as well as protective equipment (e.g. fire extinguishers, first aid equipment, etc).
- A senior manager shall be accountable for health & safety.
- Any accommodation or transportation provided by the employer must meet requirements for safety, hygiene and habitability under applicable laws.
- If health and safety risks are increased due to unusual circumstances (e.g. pandemics, natural disasters etc.), employers must comply with appropriate health standards, recommendations and regulations to ensure safe labor conditions for workers.

## **Resources of local communities**

We respect the resources rights of local communities:

- Any rights of local communities under applicable local, national or international laws regarding water, traditional land or other resources must be respected, i.e. any changes to land use or other measures affecting the resources of local communities are only permitted in case of strict compliance with applicable laws.
- Unlawful forced evictions are not permitted.

## TAKE RESPONSIBILITY FOR OUR PLANET

The fight against climate change, the development of solutions for the responsible use of our natural resources and the preservation of biodiversity are one of the greatest challenges of our time. We only have one planet and it is up to each and every one of us to help to preserve it. At HelloFresh, we are committed to constantly improving all of our operations in a way that not only minimizes our ecological footprint but enables us to contribute to a more sustainable food system. We understand our Partners are vital in pursuing this undertaking and expect them to make continuous efforts to also minimize their own ecological footprint.

### **Environmental protection and permits**

We expect our Partners to comply with all applicable laws and regulations related to environmental protection. We also expect our Partners to obtain all required environmental permits and to ensure that these are up to date and complied with.

### **Hazardous materials**

Hazardous materials, chemicals and substances must be labeled as such and their safe handling, movement, storage, recycling, reuse and disposal must be ensured. We expect compliance with all applicable laws and regulations regarding hazardous materials, chemicals, including any substance restrictions and product safety requirements.

### **Climate protection and responsible use of resources**

We also expect our Partners to reduce their environmental impact by introducing sustainable practices to protect the environment and conserve natural resources for their own business and along their supply chain. This includes, in particular, measures to avoid or continuously reduce energy consumption, emission of greenhouse gas, packaging, waste, water consumption as well as harmful impacts on air, soil and water and to preserve biodiversity. Our Partners agree to collaborate with HelloFresh to continuously improve the transparency, tracking and reporting of the aforementioned environmental topics.

## PRESERVE INTEGRITY

We understand strict compliance with all applicable laws as foundational for building trust with our customers, our partners and our people and we require the same from our Partners.

### **Fair competition**

We believe that fair competition is the basic precondition for a healthy market. We expect from our Partners to comply with all applicable anti-trust and competition laws and regulations. This includes in particular to refrain from engaging in any anti-competitive discussions or entering into any anti-competitive agreements, including agreements regarding price-fixing, customer allocation or other illegal restrictive practices.

### **Anti-corruption and conflicts of interest**

We do not tolerate any form of bribery or corruption and avoid conflicts of interest. We expect our Partners to comply with all applicable anti-corruption laws. Our Partners shall not offer or accept any form of unlawful benefits with the purpose of obtaining or securing a business opportunity or favorable treatment. Unlawful benefits may include but are not limited to cash, kick-back or facilitation payments as well as job opportunities or inappropriate gifts and invitations.

### **Anti-money laundering and trade sanctions**

We strictly comply with any applicable laws and regulations on anti-money laundering as well as with applicable economic and trade sanctions and expect the same from our Partners.

### **Data privacy**

As with any e-commerce company, our business depends on our customers and partners being comfortable to provide us with their personal information that we need to perform our services. We take data privacy very seriously and expect the same from our Partners. This includes as a basic requirement strict compliance with all applicable data protection laws and any obligations resulting from contracts with HelloFresh when collecting, storing, processing or otherwise using personal information. We expect our Partners to promptly notify us of any actual or suspected data breach in their own systems.

### **Intellectual property and confidential information**

We put lots of thought, heart and financial means in the development of our different brands, trademarks and products as do our partners. We respect our Partners confidential information and intellectual property rights, trademarks and copyrights and expect the same from our Partners by implementing appropriate safeguards against misuse, mishandling or improper disclosure in accordance with applicable laws and the contractual agreements with HelloFresh.

## **REPORTING OF CONCERNS AND MONITORING**

### **REPORTING OF CONCERNS REGARDING VIOLATIONS**

We can only follow-up on concerns regarding violations of this Policy and take appropriate action if we are aware of them. We therefore expect anyone who feels that the Ethical Trading Standards set out in this Policy may have been violated, either in our own operations at HelloFresh, at our Partners or in their supply chains (regardless of whether or not HelloFresh is directly impacted), to immediately notify us of any such concern. This also includes any third party allegations or enforcement actions involving practices that may constitute a violation of the Ethical Trading Standards. Reports can be provided via

the [HelloFresh | Speak up!](https://hellofresh.whistleblownetwork.net) platform (<https://hellofresh.whistleblownetwork.net>), a whistleblowing tool which also allows for anonymous reporting, or via email to [compliance@hellofresh.com](mailto:compliance@hellofresh.com).

## RISK MANAGEMENT

We also expect our Partners to assess potential implications that their business activities may have regarding the protected rights set out in this Policy. Partners must also maintain appropriate management systems, processes and guidelines to prevent, identify, monitor compliance and remediate violations in their own operations and supply chains. This also requires that our Partners are aware of all their supply chain partners, including any production sites, sub-suppliers and other partners and take measures to implement the requirements under this Policy with their employees and supply chain partners accordingly. This includes the provision for suitable contractual regulations, regular communication and training for own employees on the requirements under this Policy, support with their implementation and monitoring of compliance. From our Partners supplying us with ingredients for our products we expect to be able to prove the country of origin of the used agricultural raw materials.

Our Partners should also provide easily accessible, reliable and fair reporting mechanisms for their employees including the possibility to report concerns anonymously. Individuals who report concerns in good faith must not be subject to any retaliation and we expect our Partners to provide for appropriate protection.

We reserve the right to request from our Partners the provision of any information and data necessary to verify their compliance with this Policy and to comply with our reporting obligations under applicable laws. This also includes the provision of a complete representation of a Partner's supply chain. The information must be sent to HelloFresh upon request.

## AUDITS

HelloFresh reserves the right to conduct on-site visits and audits or require a third party audit is undertaken regarding our Partner's compliance with this Policy at any time. This also includes audits to verify whether a Partner complied with an agreed corrective action plan. For this purpose, employees of HelloFresh or third parties shall be entitled to inspect the Partner's premises and operating facilities during business hours. Audits can include any areas relevant to verify compliance with this Policy across production facilities, farms, worker accommodation, offices, distribution centres and storage sites. We expect our Partners to fully cooperate, provide us with all relevant information and access to the premises. Where third party audit standards are used, the Partner and HelloFresh must agree on the standard, scope and methodology selected. Partners must provide HelloFresh access to the full audit reports once available. Partners must complete corrective actions to the agreed timescale for all non-conformance identified in both third party audits and those conducted by HelloFresh.

## CONSEQUENCES IN CASE OF VIOLATIONS

We will not tolerate any violations of the Ethical Trading Standards set out in this Policy. If we become aware of any violations, including where a potential Partner cannot initially achieve full compliance with this Policy, it is our primary goal to swiftly remediate identified violations together with our Partners. For this purpose, we reserve the right to define and agree with our Partners on corrective action plans to mitigate violations within an agreed timeline as well as to suspend or terminate contracts with a Partner in case of severe violations or where a Partner is not able or willing to agree on or comply with a corrective action plan.