



General Terms and Conditions

between

HelloFresh SE
Prinzenstraße 89
10969 Berlin, Germany

(hereinafter "**HelloFresh**")

and

the Supplier
as stated in the Purchase Order
(hereinafter "**Supplier**")

HelloFresh and Supplier are also referred to individually as a "**Party**" and collectively as the "**Parties**".

Preamble

- (1) These General Terms and Conditions set out the legal relationship between HelloFresh and the Supplier (hereinafter the "**Terms**") and shall apply to the Purchase Order issued to the Supplier.
- (2) HelloFresh is an innovative e-commerce provider of food products that delivers recipes and associated ingredients to the customers' homes through its Affiliated Companies.
- (3) HelloFresh offers a range of products every week in order to provide its customers with high-quality varied menus. In order to ensure that our customers receive fresh, high quality products, HelloFresh operates on a just-in-time basis. All suppliers to HelloFresh have a special responsibility to ensure HelloFresh meets these just-in-time objectives.
- (4) As an environmentally conscious company, HelloFresh strives to prevent food wastage as far as possible, even along the supply chain. Since the number of units required by HelloFresh is usually fixed just before or even after the first delivery of meal kit boxes within a delivery week, very close coordination between HelloFresh and the Supplier is essential in achieving this objective.
- (5) It is very important that HelloFresh is able to build on the reliability and loyalty of its suppliers. To make this possible, HelloFresh strives for a close, long-term and stable relationship with the Supplier in the interests of both Parties.

- (6) The integrity and consistency of the food HelloFresh provides to the customers is of utmost importance. Therefore, the food safety and quality standards in place must always be achieved.
- (7) The Parties will cooperate to fully support HelloFresh's sustainability agenda.
- (8) The Supplier acknowledges that HelloFresh is a growth business inclined to industry disruption. As such, the Parties mutually recognize the continually changing landscape and endeavor to cooperate in good faith to support their growth and success through continuous improvement and innovation. HelloFresh and the Supplier also therefore agree on innovation objectives.
- (9) For the avoidance of doubt, all agreed documents and information, including all relevant policies by HelloFresh, received by the Supplier from HelloFresh as part of the onboarding process, contain rights and obligations in addition to the terms of these Terms.

Against this background, the Parties agree to the following:

1. Definitions

In these Terms the following terms shall have the following meaning:

"Affiliated Company"	means an entity that controls, is controlled by or is under common control with HelloFresh. In this definition, "control" means the direct, indirect or beneficial ownership of a voting interest of greater than fifty percent (50%) or the right or power, directly or indirectly, to elect a majority of the board of directors of an entity. A list of the Affiliated Companies is provided in Annex 33.1 such list to be amended by HelloFresh from time to time.
"Audit"	shall have the meaning set out in Section 28.5.1.
"Authenticate"	shall have the meaning set out in Section 5.4 lit. a.
"Confidential Information"	includes, but is not limited to: (a) all technical or commercial know-how, specifications, designs, inventions, processes or initiatives which have been disclosed to the Supplier by HelloFresh or its agents and (b) any other information concerning HelloFresh's business or its products which the Supplier may obtain.
"Contract Products"	shall have the meaning set out in Section 2.2

“Corrective or Preventive Action Plan”	shall have the meaning set out in Section 28.10.1.
“Customer Cut-Off”	shall have the meaning set out in Section 4.1 lit. a.
“Default”	shall have the meaning set out in Section 16.2.
“Defects per Million” (DPM).	shall have the meaning set out in Section 13.1.
“Ethical Standards”	shall have the meaning set out in Section 28.1.
“Ethical Trade Certificate”	shall have the meaning set out in Section 28.4.
“External Audit”	shall have the meaning set out in Section 28.5.1.
“Force Majeure Event”	shall have the meaning set out in Section 29.1.
“HelloFresh”	shall have the meaning set out on the Cover Page.
“HelloFresh Brand Goods”	shall mean products carrying the HelloFresh brand label and/or logo and identify the product as produced on behalf of HelloFresh, or products sold loose without label or brand identification.
“Human Rights Standards”	shall have the meaning set out in Section 28.1.
“In Full” (IF)	shall have the meaning set out in Section 13.1.
“Inspection”	shall have the meaning set out in Section 20.1.
“Intellectual Property Rights”	shall mean intellectual and industrial property, any invention, patent, design, copyright, trade marks, database rights, commercial or Confidential Information, knowhow or trade secrets, and any other rights of a similar nature whether or not the same is registered, and the right to apply for any of them.

“Large Purchase”	shall have the meaning set out in Section 5.8.
“Manufacturer's Brand Goods”	shall mean products which carry the brand name of the manufacturer.
“On Time” (OT)	shall have the meaning set out in Section 13.1.
“On Time In Full” (OTIF)	shall have the meaning set out in Section 13.1.
“Parties”	shall have the meaning set out on the Cover Page.
“Party”	shall have the meaning set out on the Cover Page.
“Policy”	shall have the meaning set out in Section 28.1, referred to Annex 28.1.
“Purchase Order”	shall have the meaning set out in Section 2.3.
“Recognized Standard”	shall have the meaning set out in Section 28.4.
“SAQ”	shall have the meaning set out in Section 28.3
“Sedex”	shall have the meaning set out in Section 28.3.
“SKU”	shall have the meaning set out in Section 4.6.
"Sub-Suppliers"	shall have the meaning set out in Section 28.2.3.
“Supplier”	shall have the meaning set out in the Purchase Order.
“Supplier Defect Rate” (SDR)	shall have the meaning set out in Section 13.1.
“Supplier Portal”	shall have the meaning set out in Section 5.4 lit. e.
“Terms”	shall have the meaning set out in the Preamble.
“Violation”	shall have the meaning set out in Section 28.10.

2. Subject Matter of the Terms

- 2.1. These Terms serve as a global agreement for any supplier with the scope to supply food products to one or more HelloFresh markets or brands.
- 2.2. These Terms apply to all legal agreements which HelloFresh enters into for the purchase of goods for resale including the resale of Manufacturer's Brand Goods and the production and sale of HelloFresh Brand Goods (hereinafter jointly also referred to as "**Contract Products**"). These Terms apply to a Purchase Order with no long-term contractual commitment.
- 2.3. HelloFresh and/or its Affiliated Companies issues a purchase order (hereinafter "**Purchase Order**") to the Supplier for the delivery of the Contract Products to a delivery address specified by HelloFresh.

3. Type and Scope of Services

- 3.1. Unless explicitly agreed otherwise between the Parties, these Terms do not constitute a claim of the Supplier to an ordering of specific quantities of Contract Products.
- 3.2. Additional services or products which are not explicitly mentioned in these Terms are not covered by these Terms.

4. Ordering Process

- 4.1. HelloFresh and/or its Affiliated Companies issue a Purchase Order for the delivery of Contract Products. Such Purchase Order is legally binding in accordance with the provisions of these Terms, and will cover, *inter alia*, the item, price, delivery quantity, delivery date and delivery location. Deviations of the Supplier shall constitute a default under these Terms and will result in corresponding claims of HelloFresh. A Purchase Order will be executed in accordance with the order process explicitly agreed per market.
- 4.2. All forecasts and the Purchase Order will be sent in text form to the Supplier, e.g. via email or other electronic means, *inter alia*, when available, the Supplier Portal.
- 4.3. All forecasts, pre-orders and final orders must be confirmed in text form or marked as "confirmed" within the HelloFresh order system / Supplier Portal by the Supplier within 24 hours. A missing confirmation of the respective order shall not impede the conclusion of the contract of the Contract Products. However, HelloFresh shall be entitled to revoke pre-orders or orders until receipt of confirmation.
- 4.4. A Purchase Order that involves a cross-border transaction, i.e. where HelloFresh and the Supplier are not located within the same country, are subject to the current Incoterms® 2020, unless specifically agreed otherwise between the Parties.
- 4.5. All Contract Products ordered by HelloFresh from the Supplier are internally assigned a stock keeping unit ("**SKU**") by HelloFresh. If such SKU has been submitted by HelloFresh to the Supplier, it shall be the sole identification characteristic for Contract Products.

5. Information Requirements from the Supplier

5.1. The Supplier shall at the request of HelloFresh immediately provide, and is in the event of changes obliged to update, the following information for itself and, if it does not produce the Contract Products itself, additionally its respective sub-contractors:

- a) Information on the HACCP (Hazard Analysis and Critical Control Points) concept, HACCP flow diagram, risk management as well as disclosure and breakdown of the critical control points;
- b) Information on foreign materials management/monitoring and the disclosure of preventative measures;
- c) Conformity declarations and migration analyses for packaging;
- d) Confirmation of compliance with the requirements under applicable laws regarding weighing and measuring of goods;
- e) Analysis report for the Contract Product(s);
- f) Allergen content of the ingredients;
- g) Nutritional detail;
- h) Any third-party food and product safety certification including the audit certificate, report and action plan agreed upon with the certificate owner, The Supplier shall report any deviations due to non-conformances to HelloFresh;
- i) Results of any testing of the Contract Products carried out by the Supplier, including but not limited to product quality and labeling checks, process control checks, quality audits, chemical, authenticity, or microbial testing, quality control and pest control records and any records showing the validation and verification of prescribed processes;
- j) As well as further documentation and information, prepared in accordance with respective policies of HelloFresh as part of the Supplier onboarding process or ongoing management.

5.2. The Supplier shall at any time upon HelloFresh's request immediately and fully provide the following certifications for itself and/or its sub-contractors, depending on the specific Contract Products:

- a) a standard certification, such as GFSI (Global Food Safety Initiative), Global GAP (Global Good Agricultural Practices) or another recognised equivalent benchmarked standard certification. The Supplier must ensure the certification is applicable for the scope of the Contract Products and all processes they conduct within the supply chain up until receipt at HelloFresh.
- b) If the Supplier delivers Contract Products which contain fresh fruits, vegetables or herbs, all farms used for HelloFresh must be certified to a GFSI (Global Food Safety Initiative) recognised standard, Global GAP or a recognised benchmarked equivalent that covers agricultural production and harvest within scope. sub-contractors with Global GAP certification must be prioritized for HelloFresh, if possible. The relevant certification identification shall be marked on the transport packaging to enable HelloFresh to verify compliance with the above mentioned certification requirements.
- c) If the Supplier delivers Contract Products which consists of pork, beef or poultry to HelloFresh, a quality and security certification is available in addition to the requirements pursuant to Section 5.2. lit. a. If the Supplier is not the producer of the Contract Products, the Supplier shall ensure that a relevant quality and security certification is available for the producer.
- d) If the Supplier delivers Contract Products which consists of fish or seafood to HelloFresh, a certification for wild caught according to MSC (Marine Stewardship Council), and for aquaculture a certification according to ASC (Aquaculture Stewardship Council) or Global GAP (Global Good Agricultural

- Practices) are available in addition to the requirements according to Section 5.2.a. The Supplier shall ensure that a relevant quality and security certification is available. If the Supplier is not the producer of the contractual product, the supplier shall ensure that the producer has the aforementioned certifications.
- e) Wood and paper are FSC (Forest Stewardship Council) or PEFC (Programme for the Endorsement of Forest Certification) certified. This applies both to the packaging materials delivered to HelloFresh and to the outer packaging of the Contract Products delivered to HelloFresh.
- 5.3. Certifications and other documentation stated above must be updated by the Supplier before expiry. The Supplier shall provide HelloFresh with the latest version. In addition, HelloFresh requires full transparency from Suppliers on all food safety and quality matters and certifications related to the Contract Products. If a Supplier or its producer used for the production of Contract Products loses, removes or reduces any certification required for Contract Products, the Supplier shall inform HelloFresh immediately, within a maximum of 24 hours of the change.
- 5.4. The Supplier shall – upon conclusion of these Terms as well as upon any changes – agree to the following:
- a) Sign up on the digital platform Authenticate. “**Authenticate**” is a supplier and specification management software used by HelloFresh. Signup is mandatory and a prerequisite for collaboration.
 - b) Provision of Supplier base data and all relevant certifications and documentation as required on the Authenticate platform.
 - c) Supplier self-assessment as required on the Authenticate platform.
 - d) Provision of specifications for all supplier SKUs as required on the Authenticate platform. Upon any change to the specifications, the Supplier shall immediately contact HelloFresh to update the relevant SKU(s) specifications.
 - e) In addition to the Authenticate platform, sign up to HelloFresh’s supplier portal (“**Supplier Portal**”). Supplier Portal is the platform used by HelloFresh to communicate with suppliers and receive information related to the Purchase Order acknowledgment and advanced shipment notice (ASN) creation for deliveries from suppliers. Signup and use of Supplier Portal to accept, reject, or accept changes of the Purchase Order and create ASN is mandatory in all countries where the Supplier Portal is available and it's prerequisite for collaboration, communication and delivery acceptance. In the event of the Supplier arriving at HelloFresh's facilities without the Purchase Order being accepted or without ASN creation through the Supplier Portal, HelloFresh reserves the right to reject the shipment.
- 5.5. Furthermore, the Supplier undertakes to provide HelloFresh with the following information when delivering the Contract Products:
- a) temperature protocol of delivery from the time of loading of refrigerated Contract Products until delivery to HelloFresh immediately upon request by HelloFresh; and
 - b) information on the legal traceability of food and packaging within four (4) hours of receipt of the request by HelloFresh.
- 5.6. The Supplier shall immediately notify HelloFresh of any adverse results or findings of any product safety or other quality checks relating to the Contract Products, whether before or after delivery, and any other material information relating to the safety, quality or legality of the Contract Products. If the Supplier becomes aware of any such findings in the Contract Products, it shall be obliged to notify HelloFresh immediately, so that, if

necessary, a recall of the Contract Products is possible. The Supplier must also notify HelloFresh of any recalls related to Contract Products and any recalls related to any other products produced by the Supplier or any of its sub-contractors.

- 5.7. The Supplier shall inform HelloFresh without delay of any new legal provisions, new legal classifications by the authority, judiciary or scientific findings of which the Supplier becomes aware, insofar as the nature of the Contract Products deviates from the previous market perception and/or their usability is reduced, their marketability is impaired or a need for HelloFresh's action is to be expected in this context. Likewise, the Supplier shall inform HelloFresh without delay of any future or new existing legal or action obligations due to the aforementioned new classifications and findings as soon as it becomes aware of corresponding information and this information is of significance for the delivery of the Contract Products.
- 5.8. If the Supplier plans a Large Purchase as defined below of packaging materials that are specific to HelloFresh, e.g. because they contain labels or other prints of HelloFresh or provide certain packaging materials or sizes required by HelloFresh, the Supplier must inform HelloFresh at least seven (7) days prior to such respective purchase in text form and take into account any change requests by HelloFresh regarding quantity and / or design of the packaging. For this reason, the term "**Large Purchase**" shall include purchase of packaging materials that covers more than the projected volume of three (3) months. If HelloFresh requests Supplier to procure new packaging materials, and as a result previously procured packaging material will no longer be used, HelloFresh and the Supplier shall agree in a cooperative manner on reasonable financial compensation by HelloFresh. In case of the stock turnover rate of the packaging material being high, HelloFresh and Supplier can alternatively agree on a maximum and minimum range of such packaging materials. If this is the case, the obligation of Supplier to inform HelloFresh of new orders of such packaging materials shall not apply.

6. Nature and Quality of the Contract Products

- 6.1. The Supplier warrants that at the time of delivery the Contract Products shall
- a) comply with any specification agreed with HelloFresh and any instructions given by HelloFresh, which includes the company and site of manufacture of the Contract Products;
 - b) be fit for all intended purposes and reasonably foreseeable uses to which products of that nature can be used, including, in the case of food products, fit for human consumption and/or use as relevant and free from contamination, objectionable odors or tastes;
 - c) comply in all respects with
 - i) the Purchase Order; and
 - ii) any other technical documents or data, supplied or advised by HelloFresh to the Supplier in connection with the Contract Products; and
 - iii) any production sample approved by HelloFresh;
 - d) comply with all the requirements of
 - i) the applicable relevant legislation to the Contract Products, including adequate labeling in the respective language advised by HelloFresh, and to the Supplier's methods of production; and
 - ii) recognised good manufacturing practice, codes of practice or good husbandry, as appropriate;
 - iii) HelloFresh's specified product quality requirements and all required certifications.

- 6.2. The Supplier shall retain samples for each batch of Contract Products delivered to HelloFresh. The number of samples and length of time they are kept must be agreed with the HelloFresh food safety and quality assurance team and documented within the HelloFresh product specifications. The retained samples shall be made available to HelloFresh upon request.
- 6.3. Upon request, the Supplier must have inspected Contract Products delivered to HelloFresh by an independent, accredited laboratory and provide HelloFresh with the findings in electronic form upon request. In the event of deviations from guideline values, the Supplier shall inform HelloFresh immediately.
- 6.4. The Supplier must undertake shelf life validation testing of all Contract Products, if applicable, as per shelf life guideline documentation provided by HelloFresh. The test plan must be agreed with the HelloFresh technical contact before testing commences, and the Supplier must use an external laboratory for this testing.

7. Product Specifications, Collection of Returns

- 7.1. HelloFresh and the Supplier shall agree on the product specifications as well as any amendment or additions to the Contract Products. The Supplier undertakes to deliver the Contract Products in accordance with the agreed product specifications. A specification is considered agreed when it has been approved by HelloFresh on the Authenticate platform and the Supplier Portal. All changes must be stated in the form of a new specification and also released by HelloFresh before conversion. The Supplier shall ensure that the specifications agreed with HelloFresh are not older than two (2) years. In the event that the Contract Products are not available as specified, the Supplier may also offer products with a different specification explicitly mentioning the deviation. If HelloFresh orders these products, the Supplier shall additionally point out the deviations from the specification with the order confirmation depending on HelloFresh's explicit approval.
- 7.2. The Supplier shall notify HelloFresh in text form without delay and in any event prior to delivery of the respective products if it is unable to comply, either once or permanently, with the product specifications agreed in accordance with Section 7.1.
- 7.3. If the delivered products do not comply with the agreed product specifications in accordance with Section 7.1, HelloFresh shall – irrespective of further rights – have the right, at its free discretion, to either reject or accept the products offered. In the event of acceptance of the products offered, failing to fulfill the agreed specifications for Contract Products, in particular, but not limited to, underweight, immaturity, faulty labeling, faulty content or other qualitative deviations, HelloFresh shall – irrespective of further rights – have the right to an adequate price reduction. In case of the products systematically falling below the specified weight, HelloFresh can adjust the prices downwards in correspondence with the weight actually delivered. In case of systematic excess of agreed weights, HelloFresh shall have the right to a one-time refund for additional packaging expenses.
- 7.4. The Supplier shall be responsible for the re-collection of goods that do not comply with the agreed product specifications for Contract Products at the latest within three (3) working days following HelloFresh's request. If the Supplier does not pick up such goods within the agreed timeframe, HelloFresh is entitled to dispose of these goods and shall be entitled to seek adequate compensation.

8. Labeling, Packaging and Advertising

- 8.1. The design of the labeling and packaging of retail packs of HelloFresh Brand Goods is the responsibility of HelloFresh. The Supplier shall ensure that information for HelloFresh Brand Goods is provided in line with the provisions of these Terms and with the applicable legal requirements for labeling and in respect of composition, quality, or any other aspect of the specification of the Contract Products such information shall be, to the Supplier's best knowledge and endeavors, accurate and up to date. The product information provided by the Supplier constitutes an agreement by the Supplier to provide the Contract Products to that specification.
- 8.2. The Supplier of HelloFresh Brand Goods shall not, without the specific approval of HelloFresh, make any changes to the information set out in the product specification, once it has been agreed by HelloFresh and the Supplier. A product specification is considered agreed when it has been approved by HelloFresh on the Authenticate platform and the Supplier Portal. The Supplier shall not make any changes to any other information in respect of such Contract Products, after having approved the copy and artwork used in labeling and packaging of the Contract Products. The Supplier shall only use packaging materials and layouts agreed and approved with HelloFresh. Any changes must be aligned in advance with HelloFresh.
- 8.3. Without prejudice to HelloFresh's other rights, the Supplier agrees to indemnify HelloFresh on first demand against any and all costs incurred as a result of any unauthorized changes or breaches detailed in Sections 8.1 through 8.2 above. This specifically includes any design, artwork or reprographics costs incurred by HelloFresh or its contractors as a result of amendments to specifications, technical artwork or proofs which are made by the Supplier after the accuracy of the relevant document has been confirmed by the Supplier. HelloFresh reserves the right to charge a Supplier an amount in respect of any additional work made necessary by any action, error or omission of the Supplier, particularly with regard to the approval of documents during the designing of new products or packaging.
- 8.4. The Supplier must provide HelloFresh with samples of the Contract Products, as requested by HelloFresh, without undue delay after receipt of HelloFresh's request. The Supplier acknowledges that untimely provision of these samples may delay the agreed launch date.
- 8.5. The Supplier acknowledges that HelloFresh requires electronic image and labeling information in accordance with applicable laws, good industry standards and reasonable instruction by HelloFresh for all Contract Products it sells.
- 8.6. The Supplier acknowledges that the labeling information shall be relied upon by HelloFresh and displayed on its website for the benefit of its customers and accordingly the Supplier warrants that the labeling information shall be true and accurate in all respects, comply with all applicable legislation and none of the labeling information shall be misleading, whether by inclusion of misleading information or omission of material information, or both.
- 8.7. The Supplier shall supply to HelloFresh, and comply with, the labeling and packaging requirements for retail units of the Contract Products as set out in these Terms, or as otherwise indicated, including (without limitation) specific labeling information that is required under applicable law or otherwise.

- 8.8. The Supplier agrees that HelloFresh may advertise the Contract Products as HelloFresh sees fit using either the electronic images provided by the Supplier or using an image created by or on behalf HelloFresh.
- 8.9. Where the Supplier provides HelloFresh with wording or images to be included in advertisements for the Contract Products, the Supplier warrants that such wording or images shall comply with the applicable national and supranational legislation, including the legislation of the European Union. The Supplier shall hold harmless and indemnify HelloFresh against any breach of this Section.
- 8.10. Subject to further advice from HelloFresh, Supplier shall ensure that the bar codes on retail and non-retail (i.e. outer/traded) units of the Contract Products are set out in accordance with applicable laws and good industry standards.
- 8.11. In the event that a third party alleges that a Contract Product infringes third party's intellectual property rights, Supplier agrees and acknowledges that HelloFresh is entitled to cease to sell such Contract Products and HelloFresh shall be released from any obligation, pursuant to a Purchase Order or otherwise, to purchase such Contract Products.
- 8.12. The Supplier shall ensure that manufacturing processes and packaging materials comply at all times with all legal requirements and third party accreditations and are suitable for the respective Contract Product to be packaged. The Supplier shall be liable for the proper condition of the packaging materials and shall test them in accordance with generally accepted test methods. The Supplier shall also ensure that low-migration substances are used in the packaging design, e.g. in inks, adhesives as well as in other components. Possible migrations are limited to the minimum level necessary for the technical effect. Sustainable packaging materials are used for packaging wherever possible.
- 8.13. The Supplier shall ensure that only packaging materials are used which come into direct or indirect contact with foodstuffs, for which a safety certificate issued by the manufacturer is available and that packaging materials comply with the applicable legal regulations, the current state of science and technology and the recommendations of the Federal Institute for Risk Assessment. In particular, there is no transfer of substances from the packaging materials used to the goods or their surfaces, with the exception of portions that are technically unavoidable and do not pose a health or sensory risk. Corresponding proof must be provided by the Supplier with declarations of conformity or, if no declarations of conformity are required by law, with comparable documents on suitability and harmlessness for the intended use and must be backed up by test reports. Upon request, certificates of conformity, attestations and/or test reports shall be made available to HelloFresh electronically without undue delay.
- 8.14. When paper packaging materials are used, either virgin fiber or a barrier layer must be incorporated. Migration of mineral oils must be excluded.
- 8.15. All outer case and pre-packed food labeling should be validated by a labeling specialist, consultant or an external body to ensure compliance to legislation in all relevant areas. A signed declaration must be submitted to HelloFresh as confirmation of legality for all labels before any supply of Contract Products can take place.
- 8.16. The Supplier must have a contingency packaging plan in place if i) packaging raw material is not received and/or packaging machinery breaks down; or ii) if the Supplier produces a product with a HelloFresh branded label, the Supplier must have a simple, white contingency label for each product approved by HelloFresh.

- 8.17 The Supplier must comply with the following additional packing, coding and labeling requirements:
- a) All incoming Contract Products delivered to HelloFresh must be packed and labeled in a clear, accurate, comprehensible and legal manner.
 - b) All Contract Products delivered to HelloFresh must meet the approved and relevant product specifications which include the labeling information, method & material of packaging and quality of product. Any raw material or finished Contract Products which do not fully meet requirements will be held for corrective action.
 - c) All labeling that is designed and produced by HelloFresh to a third party weighing and packing facility is clear, accurate, comprehensive and legible.
 - d) All packaging used to deliver materials to HelloFresh should be in compliance with all relevant applicable regulations, such as Regulation (EU) No. 174/2015.
 - e) Wooden, glass packaging and staples must not be used to deliver materials to HelloFresh's site operations.
 - f) HelloFresh must be updated on any amendment to labeling or packaging ahead of production.
 - g) Any Contract Products supplied to HelloFresh must be labeled according to all relevant applicable regulations, such as Regulation (EU) No. 1169/2011, paying particular attention to Chapter IV ("Mandatory Food Information").
 - h) Any omission of mandatory information as specified on regulations above need to be agreed by HelloFresh.
 - i) In addition to adhering to Regulation (EU) No. 1169/2011, any Contract Products supplied to HelloFresh must be labeled with a batch code to ensure traceability.
 - j) Double labeling of Contract Products is strictly forbidden. Any incorrect information on the packaging should always be replaced and relabeled without compromising their quality and integrity of their packaging.

9. Prices and Costs

Prices and costs of Contract Products, its transportation and packaging will be included in the prices agreed in the Purchase Order. Unless agreed otherwise, all agreed prices shall be net prices exclusive of any value-added tax at the then applicable statutory rate. The Supplier shall, if requested by HelloFresh, separately list the price elements by (i) Contract Products, (ii) packaging and (iii) transportation.

10. Invoicing and Payment

- 10.1. Unless agreed otherwise, all agreed prices shall be net prices exclusive of any value-added tax at the then applicable statutory rate.
- 10.2. Invoicing shall be based on the Purchase Order. Each Purchase Order, which may include one or more Contract Products and/or deliveries, shall require a separate invoice.
- 10.3. Payment shall be made within thirty (30) working days after receipt of the correct invoice, unless otherwise in the Purchase Order.
- 10.4. Payments made shall not mean that a delivery is accepted as being in compliance with these Terms.
- 10.5. HelloFresh may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Supplier against any amounts payable by it.

- 10.6. The total amount for Contract Products purchased may not be combined in one invoice line item together with any charges for empties. In this respect, amounts for Contract Products and empties must be listed differently on two or more separate invoice line items.

11. Delivery Note and Invoice

The delivery note and invoice shall correspond to the requirements specified between the Parties per market.

12. Order Fulfillment and Returns

- 12.1. The Supplier shall comply with the delivery conditions specified between the Parties per market in addition to the requirements in **Annex 12.1**. Place of performance for all deliveries shall be the delivery address provided by HelloFresh in the Purchase Order.
- 12.2. If and to the extent the Parties find that the deliveries of certain Contract Products regularly contain a significant proportion of defective products, the Supplier shall on its own account and expense, as a precaution, supply correspondingly more Contract Products without additional charges to avoid additional deliveries. The additional delivered products should correspond to the quota of defective Contract Products in relation to historical deliveries.
- 12.3. If, after deduction of defective Contract Products, an over-delivery occurs, the Supplier shall, upon request of HelloFresh, collect the over-delivered Contract Products at its cost and expense.
- 12.4. The Supplier shall be responsible for the collection of returns at times that have been agreed with HelloFresh.
- 12.5. For over-deliveries not authorized by HelloFresh, and which have not been collected by the Supplier, HelloFresh shall have the right to dispose the over-deliveries and returns due to food safety concerns, forty-eight (48) hours after the request in text form to the Supplier to pick up such over-deliveries or returns. If HelloFresh disposes of over-deliveries due to food safety concerns, HelloFresh shall have the right to damages.
- 12.6. The Supplier confirms that all food products delivered to HelloFresh may be handed over to charitable organizations such as the local "Tafel" at the end of a production week, for example due to excessive orders or over-deliveries. This measure is intended to minimize disposal of food in residual waste.

13. Compliance with Parameters Measuring the Supplier's Performance

- 13.1. The main delivery parameters On Time, In Full and Supplier Defect Rate shall be monitored and documented by HelloFresh on a weekly basis to measure the Supplier's performance. "**On Time**" (OT) assesses the metric of product units delivered on time from the total product units delivered. "**In Full**" (IF) assesses the metric of product units delivered from the total product units ordered. "**Supplier Defect Rate**" (SDR) assesses the metric of product units which do not meet the agreed upon specifications per million on the total product units delivered ("**Defects per Million**" (DPM)). "**On Time In Full**" (OTIF) will be the combined metric of OT and IF to assess the supplier's performance and will be calculated by multiplying the sub-scores of OT and IF.
- 13.2. OTIF will generally be indicated as a percentage figure relating to the overall amount of deliveries by Supplier per week, while SDR will be represented as an absolute number

and assessed in relation to the overall units received by Supplier per week. The information of various deliveries linked to a unique Purchase Order will be aggregated to provide a complete performance figure, HelloFresh can inform Supplier about the Supplier's current OTIF and SDR scores and the development of these scores. The detailed calculation of OTIF and SDR will be explained to the Supplier during the onboarding process.

- 13.3. Supplier undertakes to always achieve an average OTIF of at least 75% or an average otherwise agreed between HelloFresh and the Supplier. This target is regularly being reviewed and may be redefined by HelloFresh. The average OTIF will be calculated from the current week's OTIF and the OTIF scores of the preceding three (3) weeks.
- 13.4. Supplier undertakes to always achieve an average SDR target of at maximum 7,500 DPM, except for products of the category of produce, herbs and fruit which will have a maximum target of 10,000 DPM or an average otherwise agreed between HelloFresh and the Supplier. This target is regularly being reviewed and may be redefined if HelloFresh considers it necessary. Similar to OTIF, the average SDR will be calculated from the current week's SDR and the SDR scores of the preceding three (3) weeks.
- 13.5. If the Supplier's performance falls below the OTIF target and/or the SDR target, the Supplier, immediately after they have been informed about them falling below the targets may be requested to join an improvement program. As part of this improvement program, the Supplier shall issue a statement to HelloFresh and present to HelloFresh promising measures meant to permanently lift Supplier's performance back above target. The Supplier shall implement these measures immediately.
- 13.6. In addition to the SDR metric to measure the quality performance of the received goods, deliveries that do not meet the agreed specifications will also be evaluated according to the severity of the detected nonconformity. In the event that a critical nonconformity is detected, HelloFresh reserves the right to require completion of a documented investigation of root causes and corrective action plans, as well as an optional validation of corrective actions applied through a production site visit at the Supplier's expense.
- 13.7. OTIF and SDR, as well as other performance and quality key performance indicators, shall be reviewed on regular quarterly business reviews and/or operational performance reviews to be held with Supplier, as HelloFresh seems needed. These business and performance reviews are there to establish a close communication and collaboration between Parties and to support Supplier's performance by formulating clear action plans.
- 13.8. If Supplier's performance stays below the OTIF and/or SDR targets, or in case of severe or recurring nonconformities, after the Supplier has been notified to have fallen below the targets and the Supplier did not implement the agreed measures of the joint improvement program referred to in Section 13.5, the Supplier shall be deemed in default and HelloFresh shall be entitled to claim an adequate compensation. Furthermore, HelloFresh shall have the right to suspend or terminate these Terms for good cause with immediate effect.

14. Subcontractors (Forwarding Companies)

- 14.1. Supplier can in its own name and at its own expense engage sub-contractors to fulfill its obligations under these Terms. In that event, the Supplier shall ensure that the services are performed by sufficiently experienced and competent personnel. Further, Supplier

shall be liable for any act or omission of the sub-contractor as if committed/omitted by itself.

- 14.2. The Supplier shall ensure that the respective forwarding companies acting as subcontractors have an approved or recognized certification standard, such as, but not limited to, GFSI (Global Food Safety Initiative), IFS (International Featured Standards) Logistics or BRC (British Retail Consortium) Storage and Distribution. The relevant certificates and reports must be presented upon request to HelloFresh. If a forwarding company acting as subcontractor loses a certification required for the execution of these Terms, HelloFresh shall be informed immediately.

15. Defective Contract Products

- 15.1. In the event of defects regarding the delivered Contract Products or other breaches of duty by the Supplier, the rights of HelloFresh shall be governed by statutory provisions, unless otherwise stipulated in these Terms. The Supplier shall be responsible that the Contract Products comply with the products specifications agreed between the Parties upon transfer of risk. This includes the product characteristics as set out in Section 7.1, the packaging and labeling of packaged products, and delivery requirements (for example, temperature control).
- 15.2. The obligation to inspect the Contract Products for defects by HelloFresh is limited to defects that become apparent upon external control during the incoming product inspection, including the review of the delivery documentation as well as its quality control and sampling procedure (e.g. transport damage, incorrect delivery and delivery shortfall). Further, HelloFresh's obligation to inspect the Contract Products shall be limited to reasonable efforts in the normal course of business in view of the respective products. The obligation to notify defects for later detected defects will remain unaffected. HelloFresh reserves the right to make a claim after receipt of the Contract Products, for reasons which would not initially be apparent to HelloFresh including, but not limited to, product quality (e.g. foreign bodies, moldy product/discoloration (within shelf life), product lumping, damaged packaging), or incorrect artwork, declarations, weight control.
- 15.3. The costs incurred by the Supplier in connection with the inspection and supplementary performance to cure defects shall be borne by the Supplier. Supplier's rights in case of unjustified requests for the rectification of a defect shall remain unaffected.
- 15.4. If the cure of defects is unsuccessful or unacceptable (e.g. due to urgency or imminent occurrence of disproportionate damage), HelloFresh shall not be required to set an additional deadline for the cure of defects. The Parties agree that the timely delivery of the Contract Products by Supplier is of particular importance due to the business model of HelloFresh, and a cure of defects will oftentimes be unacceptable/unreasonable with regard to the just-in-time principle for HelloFresh.
- 15.5. Further to Sections 15.1 to 15.4, HelloFresh shall also be entitled to a reduction of the purchase price or to rescind from a Purchase Order. HelloFresh, moreover, has the right to claim damages and expenses in accordance with Section 16 and the statutory law, if not specified otherwise. The amount of a contractual penalty claim demanded by HelloFresh shall be deducted.
- 15.6. A defect shall also be deemed to have occurred if HelloFresh could not use the Contract Products in a timely manner because the Supplier had not complied with their information obligations and HelloFresh could not assume the flawless quality of the Contract Products.

- 15.7. To prove a hidden defect of the Contract Products, the documented customer complaints that HelloFresh receives through its customer service shall also be deemed sufficient. In the event of a customer complaint that is due to the fault of the Supplier or due to defective Contract Products of the Supplier, HelloFresh is entitled to charge the Supplier dealing with that complaint.

16. Claims Settlement

- 16.1. The delivery time, order quantity and quality stated by HelloFresh in the Purchase Order shall be binding. The Supplier shall be obliged to notify HelloFresh immediately if it is unable to adhere to the agreed delivery obligations for any reason whatsoever.
- 16.2. If the Supplier is in default or if the Contract Products supplied are not free of defects (including deviations from the specification as set out under Section 7.1), HelloFresh shall have the right to claim damages. The same shall apply if the business processes at HelloFresh are materially delayed due to the fault of Supplier (including due to the Supplier not following the delivery conditions). The cases referred to in this Section 16.2 are each referred to below as “**Default**”.
- 16.3. HelloFresh shall – irrespective of any further statutory claims – have the right to claim damages in an event of Default set out under applicable law as well as damages or remedies as set out in these Terms (if not expressly agreed otherwise). Damages will be calculated based on additional costs incurred by HelloFresh, *inter alia*, but is not limited to, stand times and rework in production, special trips, additional material use, monetary compensation paid to customers, costs of substitute products. The Supplier agrees on the penalty claims for Defaults made in the categories set out in **Annex 16.3**. Penalty claims under the categories in **Annex 16.3** are to be calculated on existing claims for damages.
- 16.4. HelloFresh is entitled to decide, in addition to terminating the Purchase Order in case of contractual breaches, whether to request damages corresponding to actual costs or claim penalties for charges set out in **Annex 16.3**.
- 16.5. HelloFresh shall be entitled to offset the claim for damages and/or penalties against future Supplier's invoices.

17. Empties

- 17.1. The Supplier will automatically provide HelloFresh, by the first of each calendar month, with a statement regarding the empties covering the inflows and outflows. Any invoice for empties must be submitted within one year of receipt of the respective empties to HelloFresh, otherwise it is prescribed.
- 17.2. The Supplier shall collect existing permitted empties from HelloFresh on the following delivery. If this should not be possible, the Supplier shall collect the empties delivered by them on request from HelloFresh. If an exchange of empties is refused on delivery, this shall be considered as a waiver of the rights regarding the empties, and any later exchange will not be possible, unless agreed otherwise between the Parties.
- 17.3. If the Supplier is part of an empties pool system, they will not be obliged to collect the empties as long as the pool operator carries out a central collection of the empties.
- 17.4. Empties incl. pallet standards will be communicated by HelloFresh to the Supplier per market.

18. Insurance

- 18.1. The Supplier shall take out, maintain and not invalidate during and for three (3) years following the termination of these Terms, the following types of insurance policies, for the specified amounts, with a reputable insurance company and on terms that are reasonably adequate and customary in the insurance market:
- a) employer's liability insurance as required by relevant law;
 - b) public and products liability insurance including cover for bodily injury and property damage arising in connection with these Terms, including as a result of the acts or omissions of the Supplier, Supplier personnel and/or contractors, for an insured amount of not less than five million euros (EUR 5,000,000) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period; and
 - c) such other insurance that may be relevant to the risks associated with these Terms.
- 18.2. The Supplier shall procure that the public and products liability insurance to be maintained by the Supplier shall contain an indemnity to principals clause under which HelloFresh shall be indemnified under such insurances in respect of claims made against HelloFresh and which arise from the supply by the Supplier of the Contract Products.
- 18.3. HelloFresh may at any time require the Supplier to provide any reasonable documents and/or information relating to any insurance policy including certificates of insurance and receipts or other evidence of premiums paid. If the Supplier does not provide such documentation then HelloFresh may procure the insurance on the Supplier's behalf and at the Supplier's cost. The Supplier authorizes HelloFresh to act on its behalf for this purpose.

19. Packaging Licensing

- 19.1. Where applicable, the Supplier shall – at its own costs and expenses – participate in a nationwide system for the recovery of used packaging in the related country, in particular regarding sales packaging as set forth in the respectively applicable legislation as amended from time to time, or to the extent that this is not permitted by said law or not possible, participate in a comparable foreign system.
- 19.2. Insofar as the Supplier is not a packaging manufacturer subject to system participation, the Supplier shall ensure that its manufacturers are duly registered and that the packaging they supply is subject to participation in the system. The Supplier shall provide HelloFresh with corresponding evidence in electronic form without delay upon request.
- 19.3. Supplier shall, upon HelloFresh's first request, indemnify and hold HelloFresh harmless from any claims and expenses arising out of or in connection from the non-compliance with its obligations under this Section 19.

20. Inspection Right

- 20.1. The Supplier shall, during regular business hours, allow HelloFresh or any third party engaged by HelloFresh and reasonably acceptable to the Supplier to carry out an

examination of the quality and other aspects of the Contract Products, the food safety precautions and / or the invoicing procedure (hereinafter “**Inspection**”).

- 20.2. The Supplier is obliged to support the Inspection and shall for this purpose take all necessary and reasonable actions, including granting access to HelloFresh and/or such third party engaged by HelloFresh to its premises and production facilities of the Supplier used for the performance under these Terms and provide all necessary information, documents and systems.
- 20.3. Inspections shall, unless in case of emergency, be announced at least five (5) business days' in advance.
- 20.4. In case of defects or deviations, e.g. due to customer complaints, laboratory findings, samplings or inspections, the Supplier supports HelloFresh in clarifying the facts. An analysis of the causes, action plans and information from the Supplier as to whether other Contract Products delivered to HelloFresh are affected will be provided within twenty-four (24) hours, in the event of a crisis within four (4) hours, after HelloFresh receives the information.
- 20.5. Costs incurred by the Inspection shall be borne by HelloFresh unless the Inspection reveals defects or deviations of a more than insignificant nature, in which case the costs shall be borne by the Supplier.

21. Traceability and Recall

- 21.1. The Supplier shall fulfill its legal obligations in operating a system to ensure the efficient tracing, withdrawal and recall of Contract Products and shall
 - a) identify to HelloFresh the key procedures in place and personnel responsible for product withdrawal or recall; and
 - b) carry out tests of the traceability system in order to verify its effectiveness.
- 21.2. Where responsibility for the event necessitating a withdrawal or recall is attributed to HelloFresh, HelloFresh reserves the right to charge Supplier a reasonable fee in relation to the administration of the withdrawal or recall of their products.
- 21.3. Except in the case of emergency HelloFresh and the Supplier will consult with each other with regard to the recall of the Supplier's products from HelloFresh's customers, provided that the final decision as to any press or public announcement and/or communication to HelloFresh customers and the timing of notices is that of HelloFresh.
- 21.4. Without prejudice to HelloFresh's other rights under the Terms and the Supplier's other obligations under the Terms, in circumstances of a recall, the Supplier shall at its own cost
 - a) provide HelloFresh with all reasonable assistance in locating and recovering the Contract Products subject to the recall and in preparing any required reports;
 - b) provide HelloFresh with copies of any communications it has received from any governmental agency, entity or authority; and
 - c) destroy all recalled Contract Products with regard to food safety concerns provided to HelloFresh under the Terms in compliance with all applicable legislation and HelloFresh's reasonable instructions (unless HelloFresh exercises its rights to destroy the Contract Products by itself). Proof of disposal must be made available to HelloFresh upon request.

- 21.5. The Supplier must adopt and implement a crisis management procedure acceptable to HelloFresh and shall supply HelloFresh with a copy of this procedure and written details of out of hours contacts with appropriate authority. The out of hours contacts must also be recorded and reflected in the Supplier's HelloFresh Supplier Approval Questionnaire submission. Any changes to the out of hours contact must be communicated to HelloFresh.

22. Indemnity

- 22.1. The Supplier shall indemnify HelloFresh on demand and in full against all and any direct, indirect and/or consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred by HelloFresh, either within or outside Germany or any of its jurisdiction, arising from or in connection with the Supplier's
- a) breach of any terms or conditions of the Terms or its statutory obligations;
 - b) infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Contract Products; and
 - c) disposal of HelloFresh Brand Goods to a party other than HelloFresh or other than authorized by HelloFresh, including any disposal to staff within the Supplier's business and any costs HelloFresh may incur preventing the use or re-sale of HelloFresh Brand Goods by a third party.

23. HelloFresh Property

- 23.1. The Supplier agrees that any documents, materials or equipment supplied to it by HelloFresh shall be used only in accordance with the purpose of these Terms unless otherwise expressly authorized by HelloFresh in text form.
- 23.2. The Supplier agrees that any documents, materials or equipment supplied to it by HelloFresh shall be held by the Supplier in safe custody at its own risk and maintained and kept by the Supplier in good condition, and under proper security measures to ensure that no unauthorized disclosure takes place, until they are returned to HelloFresh at HelloFresh's request; and shall not be disposed of other than in accordance with HelloFresh's written instructions.
- 23.3. The Supplier acknowledges that in relation to HelloFresh Brand Goods, HelloFresh is the owner of
- a) all of its designs, specifications, recipes and other instructions and materials that HelloFresh agrees with the Supplier under these Terms; and
 - b) all Intellectual Property Rights in HelloFresh Brand Goods.
- 23.4. Other than to enable the Supplier to fulfill its obligations to HelloFresh, the Supplier shall not acquire any rights in and shall not make any use of HelloFresh's Intellectual Property Rights.
- 23.5. A Supplier of HelloFresh Brand Goods may not subcontract its obligations or purport to grant any license to any third party to use the Intellectual Property Rights in HelloFresh Brand Goods, without the prior written consent of HelloFresh.
- 23.6. Ownership of the Contractual Products is deemed to be transferred to HelloFresh at the time of correct delivery to HelloFresh.

24. Supplier's Products

24.1. The Supplier shall not source, produce, license, sell or in any way deal with any products which contain or relate to

- a) Confidential Information; or
- b) HelloFresh Intellectual Property Rights; or
- c) HelloFresh Brand Goods; or
- d) any other rights, designs, specifications, recipes, instructions by HelloFresh or materials that relate to the product, connected with or arising out of the Terms,

except to enable the Supplier to fulfill its obligations under these Terms.

24.2. This Section 24 shall survive the term of these Terms.

25. Period and Termination

25.1. The Terms shall become effective upon acceptance of the Purchase Order by the Supplier.

25.2. Each Party is entitled to terminate the Purchase Order for good cause without notice. Good cause shall be given if, in particular, but not limited to

- a) the respective other Party files a petition to open insolvency proceedings regarding its assets; or
- b) a third party files a corresponding petition, unless (i) such petition is obviously unfounded or (ii) the proceedings resulting from such petition are ended within ninety (90) days; or
- c) insolvency proceedings regarding the assets of the respective other Party are opened or the petition to open insolvency proceedings is refused due to insufficient assets; or
- d) the respective other Party has adopted a resolution on its winding up or liquidation or on the appointment of an administrator or any resolution with a similar effect.
- e) in the event of a material breach of these Terms by either Party, provided that (i) the respective other Party, has sent a written warning to the defaulting Party describing the breach, setting a time period of no less than fourteen (14) days for rectifying the breach and declaring that these Terms will be terminated, unless the breach is rectified by the defaulting Party within such time period and (ii) the breach is not rectified by the defaulting Party within such time period set in the written warning.

25.3. Further to Section 25.3, HelloFresh is entitled to terminate the Purchase Order for good cause without notice, if

- a) the financial position of the Supplier deteriorates to such an extent that in the opinion of HelloFresh the capability of the Supplier to adequately fulfill its obligations under the Terms has been placed in jeopardy;
- b) the Supplier ceases or threatens to cease to carry on its business;
- c) in the reasonable opinion of HelloFresh, a Supplier of HelloFresh fails to meet or adhere to the material obligations set out in these Terms.

25.4. Although the payment terms agreed pursuant to Section 10 above are binding on HelloFresh, the Supplier shall only have a right to terminate the Purchase Order for late payment where, following a breach of the payment terms, the Supplier has given HelloFresh at least fourteen (14) days' notice of its intention to terminate if payment is not made and payment is not made within that period.

25.5. Each termination must be made in writing.

25.6. If the Purchase Order is terminated for whatever reason, the Supplier

- a) shall discontinue all work for a Purchase Order; and
- b) agrees that HelloFresh may dispose of any Contract Products that have been delivered as it wishes; and
- c) shall comply with HelloFresh's instructions in relation to Contract Products that have not yet been delivered and are in its possession (whether in the process of manufacture or ready for despatch), to remove any reference, mark or name relating to HelloFresh on the Contract Products; and
- d) if the termination is caused by the Supplier, Supplier shall reimburse HelloFresh for any loss or expenses incurred by HelloFresh in connection with the Purchase Order.

25.7. The termination of the Purchase Order, for whatever reason, shall

- a) be without prejudice to the rights and duties of each Party accrued prior to termination; and
- b) not affect any of the Terms which are intended to have effect after it has come to an end, including without limitation those relating to confidentiality, ownership of rights and any HelloFresh property held by the Supplier.

26. Written Form

26.1. These Terms constitute the entire agreement between the Parties under a specific Purchase Order and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with respect to that Purchase Order.

26.2. Any amendments and additions to these Terms, including this Clause, for a specific Purchase Order must be in writing.

27. Confidentiality

27.1. Supplier shall, including after the termination of these Terms, keep confidential any Confidential Information made available by HelloFresh or which became known as such to Supplier from time to time during its business relationship with HelloFresh, including the existence and/or termination of these Terms and the underlying business relationship.

27.2. Documents on confidential business processes made available to the Supplier shall be returned to HelloFresh immediately after their usage by Supplier in accordance with these Terms and, in any event, no later than at the time of the ending of these Terms.

27.3. Supplier undertakes to ensure that the confidentiality obligations stated above are also complied with by its employees, subagents or other auxiliary persons.

28. Compliance with Ethical Trading Standards

28.1. The Supplier undertakes to comply with the ethical trading standards ("**Ethical Standards**") set out in the HelloFresh Group Ethical Trading Policy (**Annex 28.1**) ("**Policy**"). The Supplier shall conduct its business, including any operations and production facilities it operates, in accordance with the Ethical Standards. It shall not

engage in any activity, practice or conduct that constitutes a breach of the Ethical Standards, in particular the standards relating to human rights and environmental protection ("**Human Rights Standards**").

- 28.2. The Supplier shall implement and maintain, throughout the term of these Terms, management systems that are appropriate for its size and structure to ensure compliance with the Ethical Standards in its business activities. This includes, but is not limited to:

28.2.1 A risk management in line with the requirements of the Policy.

28.2.2 Appropriate measures to ensure compliance with the Ethical Standards in the Supplier's own operations such as policies and controls, the communication of the Human Rights Standards to the Supplier's employees and corresponding training (annually and on an ad hoc basis in the event of violations).

28.2.3 Appropriate measures to ensure compliance with the Human Rights Standards in the Supplier's supply chain such as policies and controls, communication on the Human Rights Standards to and obtaining contractual assurances from subcontractors and other contractual partners of the Supplier, including, e.g., any producer of goods, external labor providers or any other service provider ("**Sub-Suppliers**") that substantially comply with the requirements of this Section 28.

28.2.4 The implementation and maintenance of an accessible and effective complaints procedure through which employees of the Supplier can report possible violations of the Human Rights Standards.

- 28.3. HelloFresh works with Sedex Information Exchange Limited ("**Sedex**"), a globally recognized platform for responsible sourcing. HelloFresh may require the Supplier to register with Sedex and to maintain such membership for the duration of these Terms as well as to submit a self-assessment questionnaire ("**SAQ**") regarding the compliance with the Ethical Standards. Section 28.5 shall apply accordingly to the SAQ.

- 28.4. The Supplier shall at the request of HelloFresh without undue delay provide a valid third-party ethical trade audit report of an audit according to the SMETA 4 pillar audit standard or a substantially equivalent auditing standard ("**Recognized Standard**") which in any case is not older than 24 months ("**Ethical Trade Certificate**"), including any audit certificate and any corrective action plan agreed upon with the certificate owner/auditing company. Recognized Standards include all standards specified and updated from time to time on the HelloFresh Group website (<https://www.hellofreshgroup.com/en/esg>) or otherwise expressly approved by HelloFresh in writing, such approval not to be unreasonably withheld, delayed or conditioned. If the Supplier does not provide the Ethical Trade Certificate within due time, HelloFresh shall be entitled to commission an External Audit based on a Recognized Standard and the Supplier shall bear all reasonable costs thereof.

In case the Supplier does not provide the services or produce the Contract Products itself, the Supplier shall at the request of HelloFresh without undue delay provide the Ethical Trade Certificates also for any Sub-Suppliers and any other suppliers in their supply chain linking to and including the producer of the product.

- 28.5. HelloFresh reserves the right to verify the Supplier's compliance with the Policy on an annual basis as well as on an ad-hoc basis, i.e. if there is a reasonable suspicion of the Supplier's non-compliance with the obligations pursuant to section 28.1 or 28.2.

- 28.5.1 For this purpose, HelloFresh may (i) require the Supplier to provide HelloFresh with documents and information required for this purpose in a complete and appropriate form, (ii) after prior notification with a reasonable notice period on a date agreed with the Supplier, carry out its own inspection measures at the Supplier's facilities ("**Audit**") or (iii) commission an independent third party to carry out an Audit ("**External Audit**"). The Supplier shall fully cooperate and take all actions reasonably necessary to enable the performance of the measures without undue delay.
 - 28.5.2 HelloFresh bears the costs for conducting an External Audit, unless the External Audit reveals violations of the Policy or this Section 28 which are not insignificant. In this case, the costs are to be borne by the Supplier.
 - 28.5.3 The Supplier's facilities in terms of Section 28.5.1 include all areas relevant for the verification of compliance with the requirements of the Policy such as the Supplier's operating and production sites, farms, workers' accommodation, offices, distribution centres and storage facilities.
- 28.6. The Supplier shall comply with HelloFresh's requests for information on the basis of the Policy or this Section 28 without undue delay, answer any relevant questions completely and truthfully and notify HelloFresh without undue delay of any material changes in writing.
- 28.7. HelloFresh may require the Supplier to participate at least once a year in a training defined by HelloFresh on the Ethical Standards.
- 28.8. Insofar as the Supplier does not fulfill its obligations pursuant to Section 28.2, HelloFresh reserves the right to commit the Supplier to a jointly prepared preventive action plan in order to prevent violations of the Ethical Standards in its own operations and supply chains.
- 28.8.1 For this purpose, the Supplier shall upon request without undue delay provide HelloFresh with a proposal for a preventive action plan that is appropriate with regard to the breach of its obligations and the risks for protected human and environmental rights.
 - 28.8.2 The preventive action plan must include at least the following aspects: (i) appropriate measures to remedy the breach, (ii) a timeframe for the implementation of the measures, and (iii) a concept for the verification of the implementation of the measures based on quantitative and qualitative criteria.
 - 28.8.3 The Supplier shall implement the preventive action plan agreed with HelloFresh. Section 28.5 shall apply accordingly.
- 28.9. If the Supplier becomes aware of an actual or potential violation of the Human Rights Standards in its own operations, at its Sub-Suppliers or any other suppliers further down in its supply chain, it shall immediately inform HelloFresh in writing about the violation and the relevant circumstances. This applies in particular to any relevant information received by the complaints procedure in terms of Section 28.2.4.
- 28.10. In the event of a violation of the Human Rights Standards ("**Violation**"), the following applies:
- 28.10.1 If the Violation occurred in the Supplier's own operations, the Supplier is obliged to take all necessary measures to minimize and stop the Violation immediately. If this is not possible, the Supplier shall, in coordination with HelloFresh, immediately develop and implement a concept for minimizing and

ending the Violation as soon as reasonably possible ("**Corrective or Preventive Action Plan**"). Sections 28.8.1 to 28.8.3 apply accordingly.

- 28.10.2 If the Violation occurs at a Sub-Supplier or any other supplier further down in its supply chain, the Supplier shall immediately make all reasonable efforts to remedy the Violation or at least to minimize the extent of the violation. Section 28.6 shall apply accordingly.
- 28.11. A material breach of the Supplier's obligations pursuant to this Section 28 shall constitute good cause for the termination of these Terms. A material breach shall include, but not be limited to cases (i) of severe violations of the Ethical Standards by the Supplier (without the prior agreement of a Corrective or Preventive Action Plan being necessary), (ii) where the Supplier is not willing or able to agree on a Corrective or Preventive Action Plan, (iii) if the Supplier fails to comply with the requirements of a Corrective or Preventive Action Plan or (iv) if the Supplier does not comply with its obligations under section 28.4 and 28.5. The termination notice must be provided in writing. Further claims of HelloFresh remain unaffected.
- 28.12. Under the conditions of Section 28.11, HelloFresh is furthermore entitled to temporarily suspend the business relationship with the Supplier instead of terminating the agreement and to set a reasonable grace period for fulfilling its obligations under these Terms. HelloFresh may also temporarily suspend the business relationship if the Supplier is confronted with media attention regarding the non-compliance with the Ethical Standards. Further claims of HelloFresh remain unaffected.

29. Force Majeure

- 29.1 Either Party shall not be liable for its failure or delay in performing any of its obligations in these Terms if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to fire, flood, storms, wars, armed conflict, terrorist act, riot, civil commotion, malicious damage, explosion (regardless of whether already ongoing), or governmental or other regulatory action (hereinafter collectively referred to as "**Force Majeure Event**"), insofar as the Party invoking the Force Majeure Event is not responsible for its cause or origin due to breaches of its own obligations.

Price increases in connection with inflation, as well as industrial action, strikes, lock-outs or other industrial disputes involving the workforce of the Party or of any of its subcontractors or suppliers, or a shortage of labor, third party logistics, materials, equipment or supplies shall not constitute a Force Majeure Event under these Terms.

- 29.2 Either Party shall notify the other Party as soon as possible, and in any Force Majeure Event within one (1) business day after commencement of the Force Majeure Event, specifying the nature and extent of the circumstances giving rise to the Force Majeure Event, by providing relevant documentation and sufficient evidence. If the notice of a Force Majeure Event is not received by the other Party within the specified time after the respective Party knew or ought to have known of the impediment, the respective Party shall, subject to any limitation of liability under these Terms, be liable for damages resulting from the non-receipt under the applicable law.
- 29.3 Upon timely notification of a Force Majeure Event by the other Party, the obligation of the respective Party will be suspended to the extent and during the time its ability to fulfill such obligations is affected by the Force Majeure Event. Either Party shall accordingly be entitled to an extension of time for performance of the obligations under these Terms which is reasonable, and in any event equal to the period of delay caused by the Force Majeure Event.

- 29.4 If the Force Majeure Event lasts longer than one (1) month, either Party may terminate these Terms extraordinarily with immediate effect.

30. Waiver

- 30.1. Neither a) a failure or delay by HelloFresh in exercising a right or remedy provided by these Terms or by law nor b) any course of dealing, will be construed as a waiver of the rights or remedies provided by these Terms or a waiver of any other rights or remedies.
- 30.2. Any waiver by HelloFresh of any breach of, or any failure under the Terms by the Supplier will not be a waiver of any subsequent breach or failure and will in no way affect the other terms of the Terms. Neither will it prevent HelloFresh from subsequently requiring compliance with the waived provision.
- 30.3. The rights and remedies provided by these Terms are cumulative and (subject as otherwise provided) are not exclusive of any rights and remedies provided by law.

31. Assignment and Subcontracting

- 31.1. The Supplier shall not be entitled to assign or subcontract its rights, powers, duties, obligations and responsibilities arising under or pursuant to these Terms or any part of it without the prior written consent of HelloFresh, which shall not be unreasonably withheld.
- 31.2. The Supplier is not, as a result of any sub-contracting arrangement, relieved from the performance of any obligation under these Terms and will be responsible and liable for all acts and omissions of a subcontractor.
- 31.3. The subcontractor must be approved by HelloFresh in accordance with Section 31.1. All requirements, in particular, but not exhaustively, production facilities, specifications, insurances, must also be complied with by the subcontractor. All aforementioned documents must also be made available to HelloFresh by the Supplier for the subcontractors.

32. Right of Retention, Set-off

- 32.1. Any rights of retention of the Supplier vis-à-vis claims of HelloFresh shall be excluded.
- 32.2. The Supplier's right of set-off against claims of HelloFresh shall be excluded, unless and to the extent Supplier's claim has been finally and bindingly determined by the competent court or has been acknowledged by HelloFresh.

33. Affiliated Companies

- 33.1 The Parties agree that each Affiliated Company is entitled to issue a Purchase Order under these Terms. In this case, each Affiliated Company shall be entitled to request performance of the Terms by Supplier, including all rights arising under these Terms and the Purchase Order, such as but not limited to delivery, claims for missing/bad/belated performance, warranties, guarantees etc. A current list of all Affiliated Companies is provided in **Annex 33.1**, such list to be amended by HelloFresh from time to time.
- 33.2 For the avoidance of doubt, any Affiliated Company shall only be granted rights under these Terms, and does not become a party to these Terms. The respective Affiliated Company shall, however, become a party to the Terms arising out of the Purchase Order.

- 33.3 Invoices under the Purchase Order shall be on the name of and addressed to the respective Affiliated Company placing the Purchase Order. In that regard, HelloFresh shall be jointly and severally liable for all payment obligations under the Purchase Order. However, Supplier shall be obliged to seek performance of such payment obligations initially from the respective Affiliated Company. Only if the Affiliated Company does not comply with its respective payment obligations after having been prompted at least twice, the Supplier shall be entitled to request payment directly from HelloFresh.

34. Miscellaneous

- 34.1. If the provisions of these Terms conflict with provisions in a Purchase Order, the following hierarchy shall apply: Explicit agreements in a Purchase Order shall take precedence over the provisions of these Terms. These Terms and agreements in a Purchase Order prevail over all standard terms and conditions of the Supplier.
- 34.2. The Purchase Order and these Terms and any non-contractual obligations arising out of or in connection with the Purchase Order shall be governed by the laws of the Federal Republic of Germany, irrespective of any international private law with the exclusion of the CISG (UN Convention on the International Sale of Goods). This applies, *inter alia*, to any claim for defects or damages regarding the Contract Products, unless otherwise specified per Purchase Order.
- 34.3. Any dispute arising between the Parties under or in connection with these Terms shall be decided under the jurisdiction of the competent courts of Berlin, Germany, if not otherwise specified per Purchase Order.
- 34.4. 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 of the Parties. The same shall apply in case of a gap.

ANNEX 12.1

1. Temperature control

- a) Before loading Contract Products subject to refrigeration, the trailer must be cooled down to the respective required delivery temperature.
- b) During the transportation of Contract Products subject to refrigeration, the minimum air temperature required must be maintained, monitored and recorded by means of vehicle-fitted and calibrated measuring instruments.
- c) In case Contract Products subject to refrigeration, the temperature protocols must be automatically handed over at delivery, together with the delivery papers. If it is not possible to print the temperature protocols at the vehicle, the temperature protocols shall be submitted immediately on request within a reaction time of up to a maximum of one (1) hour.
- d) The delivery temperatures must correspond to the temperatures defined in the product specifications. Deviations/variations must be specified and approved separately.
- e) The Supplier must monitor the temperature of the Contract Products during the transportation to the delivery address upon request of HelloFresh.

2. Vehicle condition and cleaning

The condition of the vehicle must be checked before loading. In each case, care must be taken to prevent impurities, damage to the light sources, damage to the insulation / tarpaulins / partition walls and functionality of the cooling system.

Requirements for cleaning the vehicles may include *inter alia*:

- a) Disposal of all substances (waste, residues, pollution, grease) which represent a physical or chemical or allergenic hazard.
- b) Removal of coarse dirt should be carried out with a broom/brush or vacuum cleaner.
- c) Removal of other dirt particles should be carried out by means of a high-pressure cleaner. Water used should be of drinking water quality.
- d) Standing water after cleaning should be avoided.
- e) For refrigerated vehicles and deep freeze refrigerated vehicles used for transporting packaged goods, maintenance cleaning should be generally provided.
- f) Cleaning must be documented with date and signature.

ANNEX 16.3

In accordance with Section 16.3 of the Terms, the Parties agree on penalty claims by HelloFresh against the Supplier for Defaults caused in the categories as set out in this Annex. Penalty claims in the categories are to be calculated on existing claims for damages

Claim Type	Claim Name	Definition	Charge (EUR)	Calculation
Base Charges	Admin Charge	Compensation for admin efforts, to handle non conformities in deliveries; quality issues, short shipment, over shipment and non-conforming pallets. This charge can be applied together with other claim charges, if added under "calculation".	50	Fixed charge, per incident
	Alternative Sourcing Charge	Compensation for efforts in finding alternative source for SKUs, if the Supplier can't deliver on time/in full/without defects, or pallet is rejected	400	Fixed charge, per incident
Transport Related Charges	Transfer Charge	Compensation for transporting SKUs from one distribution center to another to replenish short deliveries or rejections due to defects or delays	Case by case dependent	Actual truck cost
	Collection Charge	Compensation for collection of replenishment SKUs from the Supplier's distribution center or any other place, as agreed with the Supplier on a case by case basis	Case by case dependent	Actual truck cost
Customer Impact	Customer Compensation Charge	HelloFresh customer compensation charge for sending SKU that is different from SKU in recipe or out of specification	Case by case dependent	Number of units affected * Customer Compensation Charge
Top-Up	Top-Up Charge	Difference in price of replenishment SKUs price to the original SKU price	Case by case dependent	Number of units affected * Price difference
On Time Related Charges	Overtime Charge	Compensation for keeping yard management overtime to facilitate pick-up or delivery outside of operational hours	Case by case dependent	Inbounding hourly extra hours rate * Hours outside the operational hours
	Late Delivery Charge	Compensation for delivering later than the upper limit stipulated in the Purchase Order	Case by case dependent	Hours Late x Inbounding Hourly Wage Fresh Categories: Extra €500 EUR if +6 hrs late
Delivery Quality Related Charges	Disposal Charge	Compensation for disposing of rejecting SKUs, if the Supplier cannot pick them up within given time frame	100	Fixed charge, per pallet
	Sorting Charge	Compensation for efforts of sorting in spec from out of specification SKUs, if no replacement can be found	Case by case dependent	Worker hourly rate * Number of workers sorting * hours sorted
	Repalletization Charge	Compensation for repalletization of pallets out of specification or not meeting requirements	Case by case dependent	Worker hourly rate * number of workers repalletizing * hours repalletizing + cost of pallet

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.

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.

ANNEX 33.1**HelloFresh SE and its subsidiaries (“Affiliated Companies”)**

Market	Company	Address	Registration Nr.	VAT Reg. Nr.	Delivery Addresses
HelloFresh (International)	HelloFresh SE	Prinzenstr. 89 10969 Berlin Germany	HRB 182382 B	DE 302210417	Altenwerder Hauptstraße 1, 21129 Hamburg, GERMANY Unit 3, Kuehne + Nagel Ltd, Kingpin Industrial Park, Tyseley, Birmingham B11 2FE, United Kingdom
Germany/Austria	HelloFresh Deutschland SE & Co. KG	Prinzenstr. 89 10969 Berlin Germany	HRA 51246 B	DE 301496358	HelloFresh DE - Max-Planck-Straße 104, 27283 Verden, Germany HelloFresh DE (The Barn) - Am Kronsberg 1, 39179 Barleben, Germany
Switzerland	HelloFresh Suisse AG	Obermatten 5, 5742 Kölliken	CH-020-3043015-3	CHE-468.881.362	HelloFresh Suisse AG, Obermatten 5, 5742 Kölliken, Switzerland
BeNeLux	HelloFresh Benelux B.V.	Zuidpark - Sparklerweg 50-52 1114 AE Amsterdam Netherlands	54601312	NL851367227B01	HelloFresh NL - Prismalaan West 3, 2665 PC Bleiswijk, Netherlands Admiraal de Ruyterstraat 2, 3115 HB Schiedam
France	HelloFresh France SAS	18, rue Saint Denis 75001 Paris France	88168322100017	FR34881683221	HelloFresh, 3 Rue Thomas Edison, 91340 Lisses, France
Italy	HelloFresh Italia s.r.l.	Via Elia Lombardini 10 20143 Milan Italy	MI - 2615132	11624010960	HelloFresh Italia srl, Via Ettore Majorana 1, Tavazzano Con Villavesco, 26838, LO, Italy

HelloFresh SE General Terms and Conditions

United Kingdom	Grocery Delivery E-Services UK Ltd.	60 Worship St. London EC2A 2EZ United Kingdom	7893709	GB133961216	HelloFresh UK - 4XD, Chalker Way, Banbury OX16 4XD HelloFresh UK - Bermuda Industrial Estate, 1 St Georges Way, Nuneaton CV10 7JS
Nordics (Denmark)	HelloFresh Sweden AB	30 Kristinetorpsvägen Bjuv, Sweden 267 90 SEK	40333371	DK40333371	HelloFresh Sweden AB 30 Kristinetorpsvägen Bjuv, Sweden 267 90 SEK
Norway	HelloFresh Norway AS	20 Vanemveien Moss, 1599 SEK	40333371	925472972	HelloFresh Norway AS 20 Vanemveien Moss, Norway 1599 SEK
Sweden	HelloFresh Sweden AB	30 Kristinetorpsvägen Bjuv, Sweden 267 90 SEK	559192-1274		HelloFresh Sweden AB 30 Kristinetorpsvägen Bjuv, Sweden 267 90 SEK
Australia	Grocery Delivery eServices Australia PTY Limited	L2, 5 – 13 Queen Street Chippendale, NSW 2008 Australia	ABN 19 155 437 620	ABN 19 155 437 620	47 Momentum Wy, Ravenhall Victoria 3023, Australia
New Zealand	HelloFresh New Zealand	2/59 Walls Road Penrose, Auckland 1061, New Zealand	9429046658470	126-264-895	Ports of Auckland, 1 Sunderland St, Parnell, Auckland 1010
Spain	Green Chef España, S.L.U.	Carrer de Pallars 108 08018 Barcelona, Spain	ESB67979575	B67979575	Green Chef España SL, Polígono Industrial Sur Calle Cancheras, 9 28750 San Agustín de Guadalix (Madrid), Spain.
Ireland	Fresh Grocery Delivery Services Limited	Level 2, 16 Sir John Rogerson's Quay, Dublin 2, D02 DH34, Ireland	3866092SH	3866092SH	HelloFresh Ireland, St. Margaret's Barberstown, Co. Dublin, Ireland

