

Oda Global Supplier Code of Conduct



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1. INTRODUCTION

1.1 Context and scope

As an international player in the e-grocery sector, we in Oda Group understand our important intermediary role between producers and consumers. We promote corporate responsibility and aim to build the most sustainable retail system for groceries from suppliers to customers. We cooperate closely with our suppliers and business partners in pursuit of this aim. Accordingly, we have prepared this Supplier Code of Conduct (“SCoS”) to illustrate what we expect of our suppliers and business partners. When selecting new suppliers, emphasis will be given to social and environmental standards.

This SCoC is based on international standards and goals, such as the 17 UN Sustainable Development goals, UN Guiding Principles on Business and Human Rights, the OECD Guidelines of Multinational Enterprises, the Core Convention of the International Labor Organization (ILO) and the ten principles of the UN Global Compact.

Oda’s suppliers are to supply goods and services that are produced in compliance with applicable laws, regulations and this SCOS. The supplier is obligated to share the requirements of the SCoC with its employees.

Moreover, the supplier is obligated to share the requirements of the SCoC with its subcontractors, stipulate suitable contractual regulations and monitor implementation. When assigning subcontractors, the supplier shall disclose and document to Oda their work for ensuring decent working conditions in connection with the production of goods and services.

A supplier must be able to document compliance with the SCoC at Oda’s request. Such documentation may take the form of self-declaration, follow-up meetings, due diligence by external service providers and/or inspections of the working conditions at production sites in the sole discretion of Oda. The supplier will be obliged to name and provide contact information for any sub-supplier that Oda wishes to inspect.

Further, the supplier shall identify, analyze and prioritize its impacts relating to human rights and the environment and to determine appropriate measures to mitigate or remediate these impacts. The suppliers are encouraged to follow materiality assessment methodology defined in globally recognized frameworks, such as Global Reporting Initiative (GRI).

In the event of a breach of the SCoC, Oda and the supplier will jointly prepare a plan for remedying the breach. Remediation must take place within a reasonable period of time. The supply contract may be terminated without prejudice if the supplier remains unwilling to remedy the breach, or in the event of a material breach of this SCoC.

The supplier shall exercise particular care when assigning employment agencies, both directly and indirectly. Employment agencies should be informed of the SCoC and be subject to the same provisions as the supplier. Only legal and responsible employment agencies may be appointed. If possible, the supplier shall refer to certified employment agencies.

1.2 Grievance and remediation mechanisms

The supplier shall ensure easily accessible, trustworthy, and fair grievance mechanisms for all its employees in accordance with the EU Directive on Whistleblowing.

The supplier shall also inform its employees and sub-suppliers of Oda's Whistleblower channel in cases where use of internal grievance mechanisms does not seem appropriate. Your confidentiality will be protected, except as needed for conducting a full and fair investigation or as otherwise required by applicable laws.

1.3 Updates to our Supplier Code of Conduct

Oda Group continuously evaluates, and when needed improves, our requirements and sourcing practice. Oda Group will inform suppliers of updates or corrections in the SCoC and provide our suppliers and business partners reasonable notice if new requirements are included. We believe in a constructive and open dialogue in our supply chain.

2 BUSINESS ETHICS

2.1 Business ethics, bribery and corruption, conflict of interest

In our suppliers' business dealings with us, we expect our suppliers to take decisions based on objective criteria only. Any factors that influence the suppliers' decisions due to private, business, or other conflicts of interest must be prevented from the start. The same applies to relatives and other related parties.

Board members and employees of Oda Group must behave impartially in all business dealings and not give other individuals, companies or organizations improper advantages.

The supplier shall ensure that its activities, structure, and services are documented in a true, correct and precise manner, and shall disclose these in accordance with applicable regulations and industry standards.

The supplier must conduct its business fairly, ethically and without bribery, corruption or any kind of fraudulent business practices and comply with applicable laws and regulations.

The supplier will not request, accept, or receive any improper advantage in order to allocate business or other advantages in the conduct of business. Further, the supplier will not offer, promise, or give any improper advantage to public officials or any individuals or corporate entities within the private sector, in order to obtain or retain business or any advantage in the conduct of business, or to make the official act or refrain from acting in relation to the performance of her/ his official duties. This applies regardless of whether the improper advantage is offered directly or through an intermediary.

The supplier shall not, directly or indirectly, offer gifts or services to Oda Group employees or persons representing Oda Group or anyone closely related to these, unless the gift or service is of insignificant value.

Hospitality, such as social events, meals or entertainment may be offered if there is a legitimate business purpose involved, and the cost is kept within reasonable limits.

Hospitality, such as social events, meals or entertainment may be offered if there is a legitimate business purpose involved, and the cost is kept within reasonable limits. Travel expenses for any individual representing Oda shall be paid by Oda.

Hospitality, expenses or gifts shall not be offered or received in situations of contract bidding, negotiations or awards. In turn, neither Oda Group nor any of its employees shall ever offer or accept illegal or unlawful monetary gifts or other forms of remuneration in order to secure business-related or private benefit, or benefit for customers, agents or suppliers.

The supplier shall avoid establishing partnerships in countries or regions subject to international sanctions by the United Nations and/or other relevant authorities.

2.2 Anti-Money Laundering

At Oda Group we expect our suppliers to comply with all applicable statutes governing the prevention of money laundering, and not to participate in any money laundering activities.

Board members and management in the Oda Group shall only conduct business with partners involved in legitimate business activities with funds derived from legitimate sources.

Our suppliers shall take reasonable steps to prevent and detect any illegal form of payments and prevent Oda from financial transactions used by others to launder money.

2.3 Competition law

The supplier is committed to compliance with applicable competition law in all activities.

Market operations are based on open and effective competition. Effective competition is beneficial to consumer customers as well as the entire trading sector.

The supplier is aware of key competition law policies. For example, not agreeing or discussing prices, customers or other business secrets with Oda Group competitors. Not participating in activities that are aimed at or potentially lead to restricting or impeding effective and fair competition.

The supplier understands that in addition to other serious consequences, competition law violations especially harm Oda Group's reputation.

2.4 Data privacy

The supplier shall be familiarized and compliant with applicable local data privacy laws and regulations, e.g., the GDPR and similar.

The supplier shall support Oda in producing and finalizing relevant documentation required, such as data processing agreements and similar documentation where it applies.

The supplier plans how personal data are processed, and only collect information which is relevant for the purpose of the data processing involved. Further, the supplier shall ensure the accuracy of the data processed and ensure that their processing does not jeopardize the privacy of the individuals which data is being transferred and processed.

The supplier shall have processes and functionality in place to ensure that they can assist Oda in managing individual rights as data subjects, e.g., the right to review the data on themselves, or the right to be forgotten.

Only employees from the supplier relevant and necessary to provide the service and support functions shall have access to the data and may not disclose the data to other parties without lawful justification. The supplier shall provide good standards and practices for access control and similar functions.

3. SOCIAL IMPACT

3.1 Food safety

The supplier shall know and follow-up the quality and food safety standards provided in applicable laws.

The supplier shall document and obtain relevant certifications.

Whenever working in or visiting our operations: Always follow-up all food safety and hygiene requirements.

3.2 Forced and compulsory labor

The supplier shall refrain from any form of forced labor, notably that of a physical, psychological or financial nature. The supplier shall grant its employees the right to terminate their employment contract in compliance with the contractually agreed or statutory notice period.

Withholding identification documents from employees is prohibited. The supplier shall ensure that employees, in particular migrant workers and migrants, do not have to make any unlawful payments or deposits to get their jobs.

3.3 Freedom of association and collective bargaining

The supplier shall respect the right of its employees to form and join trade unions in a free and democratic way as well as to engage in collective bargaining.

The supplier is generally not allowed to deny employee representatives access to and interaction with employees.

Suppliers operating in countries in which trade union activity is unlawful or free and democratic trade union activity is not permitted shall respect the rights to freedom of association and collective bargaining by allowing employees to freely elect their own representatives with whom the company can engage in a dialogue regarding workplace issues.

3.4 Child labor

The supplier shall neither directly nor indirectly employ children under the age of 15 or children who have not reached the legal age for the completion of compulsory education unless the exemptions recognized by the ILO apply.

The supplier shall have a certified copy of an official document which shows the worker's date of birth. As part of its recruitment process, the supplier shall establish reliable mechanisms for determining age, which shall under no circumstances lead to the degrading or undignified treatment of employees.

If the supplier identifies any form of child labor, it must take immediate action to identify and implement measures to ensure the protection of the children in question.

No person under the age of 18 shall be engaged in the labor that is hazardous to their health, safety and morals, including night work.

3.5 Non-discrimination

The supplier shall refrain from and prevent any form of employee discrimination. Notably, no one shall be discriminated against due to color, gender, age, religion or ideology, social background, disability, ethnic origin, nationality, membership in employee organizations, political membership or orientation or sexual identity. In particular, this applies to the recruitment of employees, their further training, promotion and remuneration.

Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behavior and from discrimination or termination of employment on unjustifiable ground, e.g. marriage, pregnancy, parenthood or HIV status.

3.6 Labor practice, standards, and law

All employees must be informed of their rights and conditions, such as remuneration, working time regulations and leave entitlements, in a comprehensible way and have written employment contracts as far as this is stipulated in national regulations and laws.

The duration and content of apprenticeship programs shall be clearly defined.

3.7 Respectful treatment of employees

The supplier shall ensure that employees are not subjected to inhuman or degrading treatment, physical punishment, sexual harassment, abuse, psychological or physical coercion and/or verbal abuse at the workplace.

Permitted disciplinary measures under labor law must generally be recorded and – as far as possible – verbally explained to employees in clear and comprehensible words.

3.8 Health and Safety

The supplier shall ensure a safe and healthy physical and psychosocial working environment. This *inter alia* include personal protective equipment as necessary, as well as appropriately equipped workplaces and occupational health care and related facilities.

The supplier shall appoint a responsible manager or senior employee to introduce and comply with health and safety standards at the workplace and shall ensure that systems are in place to identify, assess, avoid and combat potential hazards for the health and safety of employees. It

shall take effective measures to prevent potential accidents, injuries and illnesses to employees in relation to their work.

Moreover, business premises must be built and maintained in line with the standards set out in applicable laws and regulations

Where accommodation is provided, this must be clean and safe and meet the basic needs of employees. The supplier shall respect the right of employees to leave the business premises in dangerous situations without having to ask for permission.

All employees must receive regular training on health, safety and emergencies at the workplace. Any training must be documented.

3.9 Wages and social benefits

The supplier shall be obliged to remunerate its employees at least in accordance with the statutory minimum wage or, if higher, based on industry standards approved in collective bargaining.

The supplier shall respect the right of its employees to appropriate remuneration, sufficient to enable them and their families to live in dignity and shall grant them any statutory social benefits.

Remuneration must be paid on time, regularly and in full in a legal currency. Deductions are only permitted under the conditions prescribed by law or those established through collective agreements. Wage deductions as a disciplinary measure are not permitted.

All workers shall be provided with a written and comprehensive contract outlining their wage conditions and method of payments before entering employment.

3.10 Working hours

The supplier shall comply with the statutory working time regulations, including overtime, breaks, rest and leave periods as well as paid sick days and parental leave.

Weekly working hours should not on a regular basis exceed 48 hours. Workers shall be provided with at least one day off for every 7-day period.

Overtime work must be voluntary or regulated by contract or collective agreement and must be remunerated at a higher rate than regular working hours. Recommended maximum overtime is 12 hours per week. Exceptions to this are accepted when regulated by a collective bargaining agreement.

3.11 Rights of local communities

The supplier shall respect any applicable local, national, international and traditional land, water and resources rights, especially those of indigenous communities.

The interests of the right holders should be considered, notably those of vulnerable groups such as children, women, indigenous communities, smallholders and migrants

In the event legally permitted land use changes are made, or water or resources of local communities are used or affected, the supplier must obtain the free, prior and informed consent of the communities in question and document this process. Unlawful forced evictions are not permitted.

4. ENVIRONMENTAL IMPACT AND ANIMAL WELFARE

4.1 Consumption of resources, avoidance of environmental pollution

The supplier shall limit the environmental impact of its business activities to a minimum and actively implement measures to promote environmental protection. The companies of Oda Group expect suppliers to recognize and comply with all applicable local and internationally recognized environmental standards and laws.

The supplier shall assume its ecological responsibility throughout the entire supply chain and do so with regard to both products and packaging. This involves avoiding and continuously minimizing the environmental impacts caused by consuming resources and energy, emissions of greenhouse gases and air pollutants, discharges into soil and water and waste generation.

The supplier must ensure that all required environmental permits and approvals are obtained, kept up to date and complied with in order to always meet the statutory requirements.

4.2 Climate and nature protection

The supplier is required to reduce its carbon footprint. It is required to find economic solutions to improve energy efficiency, minimize energy consumption and switch to renewable energy sources. The aim should be to deploy decarbonization plans in line with the Science Based Target Initiative (<https://sciencebasedtargets.org/>) to reduce greenhouse gas emissions as far as possible and only then to compensate for residual emissions.

Inbound freight or shipping shall be transported via lowest impact methods (such as avoiding shipment by air transport as much as possible).

Protecting forests and biodiversity play a crucial role in reducing climate change. The companies of Oda Group expect their suppliers to contribute to net-zero deforestation. The supplier is requested to ensure that no clearing of primary forests and other high conservation value (HCV) areas takes place within the supply chain. Legal deforestation must be compensated for through reforestation.

4.3 Dangerous substances and product safety

The supplier must label hazardous materials, chemicals and substances and ensure their safe handling, movement, storage, recycling and disposal.

All applicable laws and regulations relating to hazardous materials, chemicals and substances must be strictly adhered to.

The supplier is obliged to comply with substance restrictions and product safety requirements that are stipulated by applicable laws and regulations. The supplier must ensure that key employees are aware of product safety practices and have been trained accordingly

4.4 Eco-friendly packaging

The supplier should strive to use the most “eco-friendly packaging”. It is important to (1) avoid and (2) reduce packaging wherever possible or (3) to minimize the environmental impact of the packaging. These principles must be applied in the order of priority indicated here – the most eco-friendly packaging is that which can be avoided completely.

Packaging is more eco-friendly if it is reusable, uses as little material as possible, can be recycled and is made of secondary raw materials, alternative materials or certified paper.

4.5 Animal welfare

The supplier is obliged to fully comply with the applicable national laws for animal protection and welfare in its respective supply chain. Furthermore, it is required to adapt any farming and management systems of livestock from birth until slaughter to the needs of the animals as best as possible and to meet the (behavioral) physiological requirements of the respective species.

In doing so, it should be ensured that animals are not subjected to pain, suffering or harm during transport, anesthetization or slaughter. Especially during transport, the supplier is required to ensure the shortest live transport possible along the supply chain.

The supplier is required to proactively develop and promote solutions for more animal welfare along the supply chain.

