

**budbee**

**Code of Conduct**

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## **INTRODUCTION**

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The Code of Conduct (“Code”) applies to suppliers, business Partners and any other third party providing goods or services to Budbee Holding AB or any of its subsidiaries, collectively defined hereinafter as ‘Business Partners’. Where any or part of the goods or services provided by the Business Partner is subcontracted to another party, the subcontractor must accept and comply with the terms and conditions set forth in this Code. It would be the responsibility of the Business Partner to ensure that the subcontractor meets the requirements set in this Code.

This Code is based on international standards and specifies minimum standards and may be modified by subsidiaries where local regulations define more stringent requirements. Any breach of the Code by a Business Partner or their subcontractor will constitute a material breach of contract and may result in termination of the contract with Budbee Holding AB or its subsidiaries.

## **THE BUDBEE MISSION & VISION**

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### **Our why “mission”:**

Budbee makes the online shopping experience easier

### **Our destination “vision”:**

Become the leading European e-Commerce platform with the customer at heart.

## **THE BUDBEE BRAND**

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### **Brand:**

Business Partners and their subcontractors shall act in a way that does not hurt but strengthen the Budbee brand, during all times when associated with Budbee.

### **Acting:**

Business Partners and their subcontractors are respectful in their treatment of others and treat others in the manner they wish to be treated themselves.

### **Work ethic:**

Business Partners and their subcontractors shall to the extent of their capabilities work according to the “Budbee way”. This translates to working fast, but first and foremost service-minded with the customer and their delivery experience in focus.

## **EMPLOYMENT PRACTISES**

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Workers, full or part-time employees, freelancers, contractors are collectively referred to as Employees in this section.

**Child labor:**

Employment of children in any form is strictly prohibited. Business Partners and suppliers shall employ only those Employees who meet the minimum age criterion of 14 years or the legal minimum age for working in any specific country, whichever is greater. Further, workers below 18 years of age may not be employed in hazardous conditions<sup>1</sup>. All applicable local laws relating to the employment of minors including employment, wages, working hours, overtime, and working conditions shall be complied with by the Business Partner.

**Forced labor:**

All forms of forced and bonded labor are prohibited including compulsory overtime. Moreover, it is strictly prohibited to force employees to work if they have notified the Business Partner in a timely manner about their inability to work due to sickness. Workers must be able to voluntarily end their employment without any restrictions. Any restrictions on employees to voluntarily end their employment, such as excessive notice periods or substantial fines for terminating their employment contracts are prohibited.

**Harassment and abuse:**

Employees must be treated with respect and dignity and may not be subject to any form of physical abuse or discipline, corporal punishment, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation. Employees must be able to express criticism and concerns about conditions in the workplace to their supervisor or management without fear of retribution, loss of employment, or other reprisals.

**Discrimination:**

All Employees must be treated equally and without discrimination. Employees must not be subjected to discrimination in employment, including hiring, compensation, promotion, or discipline, on the basis of gender, race, religion, caste, age, disability, sexual orientation, pregnancy, marital status, nationality, political opinion, trade union affiliation, social or ethnic origin or other status protected by law. Effective measures are to be taken against the exploitation of migrant workers to protect them from all forms of discrimination and to offer them an appropriate support adequate to their special status.

**Regular employment:**

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<sup>1</sup> Examples of hazardous conditions include working (i) at heights, or in confined spaces; (ii) with dangerous machinery, equipment, or tools, or involving handling of heavy loads; (iii) in unhealthy environments exposing the worker to hazardous substances, agents, processes, temperatures, noise, or vibration damaging to health; or (iv) under difficult conditions such as long hours, late night, or confinement by employer.

To every extent possible work performed should be on the basis of recognized employment relationships established through national law and practice.

**Wages and benefits:**

Employees must be paid in a timely manner and in alignment with Budbee Holding AB's recommended compensation model. The Business Partner is not obligated to follow the exact recommended compensation model but shall ensure that the compensation is reasonable in relation to the required service quality and workload. Under all circumstances, the Business Partner must, with regard to the compensation, comply with the following. The Business Partner is not obliged to be bound by any collective agreements unless otherwise follows by local applicable law or regulations but shall ensure that the main provisions for the benefit of the employees in relevant collective agreement(s) are (i) implemented, met, and fulfilled or (ii) surpassed. Main provisions for the benefit of the employee shall include salary levels, additions for inconvenient working hours, vacation pay, insurance coverage, and complimentary pension for the employee. The Business Partner shall also be responsible for and shall ensure that its subcontractors (if any) will (i) implement, meet and fulfill or (ii) surpass the same conditions. Employees must also be provided with other legally mandated benefits, including holidays, leaves, and statutory compensation at the time of ending employment.

No wage deductions on the personnel (including the drivers) of the Business Partner may be made, nor shall any similar penalties or fines be imposed on such personnel for disciplinary reasons by the Business Partner in case of a breach of an agreement between the Business Partner and Budbee, except in cases where this is regulated by a collective agreement or if it follows by law. All minimum conditions shall always be met and secured for the Drivers.

**Working hours:**

The duration of working hours including overtime shall not exceed 60 hours per week. Business Partners must comply with applicable laws governing regular working hours and overtime hours. All overtime hours are voluntary and must be compensated as per legal requirements. Employees must be provided with at least 24 consecutive hours of rest in every 7 day period. Business Partners shall comply with the respective applicable laws and regulations for resting periods.

**WORKING CONDITIONS****Health and safety:**

Employees must be provided with a safe, healthy, hygienic, and hazard-free work environment that does not pose any risk to employees' health or life. Business Partners shall take steps to prevent accidents, injury, and disease in the workplace by minimizing the cause of hazards. Employees must be provided with adequate safety training and equipment when handling hazardous material or working with dangerous tools. Employees shall under no circumstances work when being

under the influence of alcohol or illegal substances. Budbee Holding AB and its subsidiaries reserve the right to exercise controls to ensure that employees comply with the policy. These tests can occur randomly and unannounced and the Business Partner shall comply with the procedures of the test.

**Fire safety:**

All Business Partners must comply with local laws and regulations related to fire protection at their offices and production facilities. Employees must be trained about physical safety, emergency evacuation, and other basic training to cope with a fire hazard. Emergency exits must be unlocked during working hours, aisles and exits must be kept clear, exits and evacuation routes must be sufficient to allow workers to exit safely.

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**ENVIRONMENTAL PROTECTION**

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**Environmental impact:**

All Business Partners have a responsibility to comply with all relevant and applicable environmental laws and regulations. Furthermore, environmental care is considered an important part of driving for Budbee Holding AB and its subsidiaries. Reasonable measures must be taken to avoid any adverse impact on human health and/or the environment by promoting sustainable use of the vehicles.

Budbee has the right to demand information about environmental data (e.g. CO2 emissions, energy consumption, etc.) and measures taken by the Business Partner to reduce such impact on the environment.

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**COMPLIANCE**

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**Local laws and regulations:**

Business Partners and their subcontractors shall comply with all local and national laws and regulations of the jurisdictions in which the suppliers are doing business as well as the practices of their industry. Business Partners and their subcontractors shall further work with suppliers who are committed to meeting required standards as per local and national laws.

**Traffic and vehicle compliance:**

Business Partners shall comply with local traffic laws and in no case disregard local laws and regulations, or be speeding, in order to fulfill their service. Employees are not allowed to drive recklessly, use or park vehicles on pedestrian walkways or private property in order to access delivery locations and fulfill the service. Business Partners shall inform Budbee Holding AB or its respective subsidiaries, as applicable, of all traffic law breaches by their employees while driving for Budbee Holding AB or any of its subsidiaries. A speeding fine from

driving more than 19 km/h over the speed limit in urban areas will result in an immediate termination of the drivers contract.

Furthermore, it is prohibited for employees to smoke within vehicles, nearby goods, or the end-customer that are associated with Budbee Holding AB or its subsidiaries.

**Anti-Corruption and Anti-Bribery:**

Business Partners confirm that they comply with local, national, and international regulations related to anti-corruption (eg. UKBA and FCPA). Business Partners do not tolerate or participate in any form of corruption, whether it is bribery or accepting or granting advantages or benefits. The same applies to other forms of influence such as fraud, extortion, embezzlement, or similar acts. Appropriate internal regulations are implemented across Business Partners to uncover relevant influences and to prevent them. In addition, Business Partners are obliged to report any act or suspicion of corruption.

**INSPECTIONS**

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**Right to inspect:**

Business Partners agree that representatives of Budbee Holding AB, its subsidiaries or an organization nominated by Budbee Holding AB or its subsidiaries agent can inspect them or their subcontractors facilities, vehicles, relevant books and/or employees to implement and monitor standards specified in this Code. Such inspections may take place on a surprise, unannounced basis whereby the inspectors are granted immediate access to the facilities and vehicles.

Business Partners agree to carry out necessary checks and balances including inspections on subcontractors to ensure that they are compliant with the requirements set out in this code.

## Code of Conduct – Confirmation

All Business Partners to Budbee Holding AB or any subsidiaries of Budbee Holding AB must comply with the at all time applicable version of the Code of Conduct – Budbee Group Suppliers & Partners, adopted by Budbee Holding AB management, effective as of 1 April 2019, and updated as per 10 November 2020, or any time thereafter from time to time, in the sole discretion of Budbee Holding AB, by publication on the Budbee website (the “**Code**”). All Business Partners have to confirm that they have read and understood its contents and the fact that they are obliged to follow the Code, on their own behalf and on behalf of all its employees.

It is acknowledged and agreed that Budbee Holding AB and its subsidiaries may at any time, solely and in its sole discretion, revise, update or otherwise amend the Code by the publication of a new version on its website. Each Business Partner will be bound by the new version of the Code when published on the Budbee website. Budbee Holding AB or any of its subsidiaries undertake to send out a notice when a new version of the code is published for information purposes.

In the capacity as Business Partner, on such party’s own behalf and on behalf of all employees and subcontractors, agent or other partners of such Business Partner, I hereby confirm:

1. That I have read and understood and that I undertake to fully comply with the from time to time applicable Code.
2. That I, since the date when I became aware of the Code, have followed the Code.
3. That I will follow the Code, in its from time to time applicable form, published on Budbee’s website, going forward and as long as I am concerned by the Code.

Date: -----

Signature: -----

Name: -----