

AHOLD STANDARDS OF ENGAGEMENT

Koninklijke Ahold N.V. and its subsidiaries (together hereinafter to be referred to as “Ahold”) are committed to offering high quality products at a good value to their millions of customers. As part of its Responsible Retailing Program, Ahold is also committed to (i) complying with the letter and spirit of all applicable laws and regulations in each of the countries in which it operates, (ii) ensuring that the parties that supply Ahold with goods and services (each, a “Supplier”) do the same, (iii) validating the origin of goods offered for sale by Ahold, and (iv) maintaining a high standard of business ethics and regard for human rights throughout its supply chain. These Standards of Engagement set minimum standards for Suppliers that are designed to ensure that Ahold has visibility into all aspects of its supply chain and meets these objectives. In connection with the foregoing, each of Ahold’s Suppliers agrees to the following:

1. Observing all applicable laws and regulations

Suppliers must observe all applicable laws and regulations of their country, including laws relating to employment, discrimination, the environment, safety and health, and other fields. Suppliers must also comply with applicable national laws relating to the import of products, including country of origin labeling, product labeling, and product testing, in addition to all contractual requirements.

2. Observing and conforming to BSCI Code of Conduct

To facilitate compliance with these Standards of Engagement by Suppliers operating in procuring products or services in countries *other than* the countries designated in appendix A, Ahold has become a member of the Business Social Compliance Initiative (“BSCI”). Such Suppliers must observe and conform to the BSCI Code of Conduct or an equivalent standard acceptable to Ahold and may be required to demonstrate compliance with such standard in the form of a valid audit report or certificate (depending on the provisions of the standard).

3. Employment Matters

Suppliers must treat all employees fairly and with dignity, and must observe the following specific requirements:

3.1 Legal Right to Collective Bargaining. The legal rights of personnel to form and join trade unions of their choice and to bargain collectively shall be respected.

3.2 Prohibition of Discrimination. No discrimination shall be tolerated in hiring, remuneration, access to training, promotion, termination or retirement based on gender, age, religion, race, caste, social background, disability, ethnic and national origin, nationality, membership in workers’ organizations including unions, political affiliation, sexual orientation, or any other personal characteristic protected by law. No employee shall be subjected to any physical, sexual, psychological or verbal harassment. Suppliers are expected to establish adequate complaint mechanisms for employees who believe they have been mistreated, and to ensure no retaliation against employees who raise complaints in good faith.

3.3 Compensation. Employees shall be paid for all time worked. Wages paid for regular working hours, overtime hours and overtime differentials shall meet or exceed applicable legal minimums. Illegal deductions from wages shall not be made. Deductions for disciplinary purposes from wages for time worked are forbidden. Supplier companies shall ensure that wage and benefits composition are detailed clearly and regularly for workers; the supplier company shall also ensure that wages and benefits are rendered in full compliance with all applicable laws and that remuneration is rendered in a manner convenient to workers.

3.4 Working Hours. The supplier company shall comply with all applicable laws on working hours, including maximum allowable working hours and days, and payment for overtime hours at a premium rate.

3.5 Workplace Health and Safety. Suppliers shall adhere to all applicable laws and regulations on occupational health and safety. A clear set of procedures must be established and followed regarding occupational health and safety, especially the provision and use of personal protective equipment, clean toilets, access to potable water and, if appropriate, sanitary facilities for food storage shall be provided. Employees shall receive adequate training to ensure that they can perform their duties in a safe manner. Workplace practice and conditions and conditions in residential facilities provided by the Supplier which violate basic human rights are forbidden.

3.6 Prohibition of Child Labour. Child labour is forbidden as defined by ILO and United Nations Conventions and/or by applicable law. Any forms of exploitation of children are forbidden. Working conditions resembling slavery or harmful to children’s health are forbidden. The rights of young workers must be protected. Young workers shall not be exposed to hazardous conditions as defined by law. Furthermore, the supplier company shall employ children only under conditions that allow them to attend and remain in school until no longer a child.

3.7 Prohibition of Forced Labour, Exploitation and Excessive Disciplinary Measures. All forms of forced labour, such as lodging deposits or the retention of identity documents from personnel upon commencing employment, are forbidden as is prisoner labour that violates basic human rights. Suppliers shall not exploit vulnerable populations. The use of corporal punishment, mental or physical coercion and verbal abuse is forbidden.

4. Environment and Safety Issues

Procedures for waste management, handling and disposal of chemicals and other hazardous materials, emissions, and effluent treatment must meet or exceed minimum legal requirements.

5. Cooperation, providing information and access

Suppliers must provide information and access required by Ahold to establish effective oversight of the business practices employed by its Suppliers and to monitor compliance against these Standards of Engagement.

6. Subcontracting

If a Supplier hires a subcontractor in connection with providing goods or services to Ahold, the Supplier shall cause the subcontractor to comply with these Standards of Engagement as if Ahold entered into an agreement with the subcontractor directly.

7. Consequence of termination

If Ahold terminates its relationship (including one or more of its contracts) with a Supplier due to the fact that such Supplier fails to meet the requirements of these Ahold Standards of Engagement (including, as applicable, the BSCI Code of Conduct or an equivalent standard acceptable to Ahold), no damages shall be payable by Ahold in connection with such termination.

Appendix A: List of countries not designated as high risk in the context of the Ahold Standards of Engagement

- American Samoa
- Andorra
- Anguilla
- Antigua and Barbuda
- Aruba
- Australia
- Austria
- Bahamas
- Barbados
- Belgium
- Bermuda
- Bonaire, Saint Eustatius and Saba
- Botswana
- Brunei Darussalam
- Cabo Verde
- Canada
- Cayman Islands
- Channel Islands
- Chile
- China Hong Kong Special Administrative Region
- China Macao Special Administrative Region
- Costa Rica
- Croatia
- Curacao
- Cyprus
- Czech Republic
- Denmark
- Dominica
- Estonia
- Finland
- France
- French Guiana
- Germany
- Greece
- Greenland
- Grenada
- Guam
- Hungary
- Iceland
- Ireland
- Israel
- Italy
- Japan
- Jersey
- Republic of Korea
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Martinique
- Mauritius
- Netherlands
- New Zealand
- Norway
- Poland
- Portugal
- Puerto Rico
- Qatar
- Réunion
- Saint Kitts and Nevis
- Saint Lucia
- Saint Vincent and the Grenadines
- Singapore
- Sint Maarten
- Slovakia
- Slovenia
- Spain
- Sweden
- Switzerland
- Taiwan
- United Kingdom of Great Britain and Northern Ireland
- United Arab Emirates
- United States of America
- United States Virgin Islands
- Uruguay

Note: this list may be updated from time to time.