

Introduction

This document consists of two sections that should be read together: the bol Standards of Engagement and the Supplement to the bol Standards of Engagement (“Supplement”).

While the bol Standards of Engagement set out the core ethical and environmental principles that apply across Ahold Delhaize and all its local brands, the Supplement complements these principles with a set of additional requirements that are particularly relevant to bol’s business, supply chain and legal obligations.

Bol has introduced the Supplement to provide clearer and more practical guidance, and to help meet evolving legal and due diligence requirements, including obligations related to the Corporate Sustainability Due Diligence Directive (CSDDD).

This Supplement does not create a separate compliance framework. Instead, it further clarifies what may reasonably be expected from Suppliers in areas such as transparency and risk-based due diligence.

This means that the bol Standards of Engagement and the Supplement should be read as one integrated set of standards: the bol Standards of Engagement remain the foundation, while the Supplement sets out the practical and bol-specific framework.



BOL STANDARDS OF ENGAGEMENT

Bol.com B.V. and its subsidiaries (together hereinafter to be referred to as “bol”) are part of Koninklijke Ahold Delhaize N.V. and are committed to the shared Values and Ethical Principles, as set out in the Code of Ethics of Koninklijke Ahold Delhaize N.V. . These Values and Ethical Principles are the foundation of our ethical culture and our commitment to conduct our business the right way, every day. This means that in every country where bol operates, we respect human rights and the environment and comply with all applicable laws and regulations. We expect our suppliers to do the same. These Standards are designed to ensure that bol has visibility into all aspects of its supply chain and to meet these objectives.

Definitions:

High-risk country – Any country that is NOT listed on the non-high-risk country list (based on amfori’s Countries’ Risk Classification) that can be found below.

Standards – Bol’s Standards of Engagement are drafted in accordance with the UN Universal Declaration of Human Rights and the UN Guiding Principles on Business and Human Rights and further informed by the International Labor Organization’s Declaration on Fundamental Principles and Rights at Work, the OECD Guidelines for Multinational Enterprises and the amfori BSCI Code of Conduct.

Subcontractor – Entity appointed by the Supplier to produce final consumer products.

Supplier – Entity that bol has signed an agreement with for the purpose of the procurement of (1) goods that are either intended for resale to its customers (for resale) or for its own internal use (not for resale) and/or (2) services.

Vulnerable or marginalized persons – Individuals or groups who are vulnerable or marginalized, such as – but not limited to – women, members of the LGBTQIA+ community, children, young workers, persons with disabilities, minorities, refugees, migrant workers, smallholder farmers, and Indigenous Peoples.

1. Compliance

- 1.1 Bol requires every Supplier to comply with these Standards and all applicable laws and regulations for all production locations in the countries in which they operate, in addition to all contractual requirements.
- 1.2 Suppliers of Own Brand products are required to inform bol of (i) (changes of) the location of their operations or any information relevant thereto, and Own Brand product Suppliers are required to inform bol about (ii) (changes of) the location of operations of their Subcontractors involved in the production process or any information relevant thereto. On request, Own Brand Suppliers must also provide information and access necessary for bol to establish effective oversight of the business practices of its (bol’s) Suppliers and to monitor compliance with these Standards of Engagement.
- 1.3 If a law or regulation prohibits the Supplier from complying with any part of these Standards or if the Supplier becomes aware that a law or regulation prohibits any Subcontractor or other entity in its supply chain from complying with any part of these Standards, the Supplier is required to inform bol immediately. Parties will work towards reformulating the affected part(s) in a way that both respects the applicable law or regulation and maintains an acceptable level of protection as intended by these Standards. This process will not impact the applicability of the remaining parts of these Standards.
- 1.4 Supplier acknowledges its responsibility to require these Standards (or a set of standards or requirements with at least an equivalent level of protection) within its supply chain. If the Supplier becomes aware of a significant breach of such Standards within its supply chain, Supplier will inform and cooperate with bol as required in Section 2 of these Standards.

2. Monitoring and Non-Compliance

- 2.1 Bol and Supplier recognize the importance of continued compliance with these Standards. Supplier will therefore cooperate on matters covered by these Standards, while respecting any applicable legal

restrictions, with the goal of continuous improvement of the level of business ethics and respect for human rights and the environment.

- 2.2 In the event that 1) the Supplier sources from and/or operates in a high-risk country (see Definitions) or 2) bol has reasonable grounds to believe that the Supplier has an increased risk of non-compliance with these Standards, bol may require the Supplier to provide a valid amfori Business Social Compliance Initiative audit report or an audit report, certificate or other assurance that provides an equivalent standard (as approved by bol).
- 2.3 In the event of 1) a significant breach (or an allegation of such a breach) of these Standards in Supplier’s own operations or supply chain or 2) a serious compliance issue as identified by a social compliance audit involving child labor (including lack of protection for young workers), forced or bonded labor, or life-threatening health & safety situation:
 - 2.3.1 Supplier will inform bol upon becoming aware of such breach or issue.
 - 2.3.2 Supplier will perform a timely and thorough investigation, take appropriate corrective measures, and develop an effective remediation plan.
 - 2.3.3 Supplier will fully cooperate with and provide all relevant information to bol, enabling bol to assess the actions taken by the Supplier.
 - 2.3.4 In the event Supplier is unable or unwilling to remediate a breach or serious non-compliance issue, bol has the right to suspend any and all relationships with the Supplier until such significant breach or serious compliance issue is resolved to the satisfaction of bol.

3. Grievance Mechanism

- 3.1 Supplier is expected to establish or participate in an effective, fair and transparent grievance mechanism for individuals, communities and their representatives. The grievance mechanism must be accessible to all workers, including individuals or groups who are vulnerable or marginalized. Supplier should appropriately inform their workers and local communities about the grievance mechanism, in relevant languages.
- 3.2 Supplier will ensure that there is no retaliation against any individual or representative, including Human Rights Defenders, who raises a complaint or concern in good faith. Retaliation includes intimidation, threats, physical violence, legal action, any action impacting economic status, livelihood, career or reputation or any other forms of illegal mistreatment.
- 3.3 Any reported business ethics, human rights or environmental compliance concerns and complaints relating to Supplier and received by bol will be communicated to Supplier to be addressed and remediated (see Section 2 above).

4. Ethical Business Practices

Bol expects each Supplier to maintain a high standard of business ethics and respect for human rights and the environment within its operations and supply chain. Bol prohibits all activity that constitutes bribery or corruption, including facilitation payments.

5. Human Rights

Bol expects each Supplier to ensure that all workers are treated fairly, with respect and dignity. Supplier is expected to identify the human rights impacts of its operations and implement adequate measures

to prevent, mitigate and remediate adverse impacts on workers and the surrounding communities.

5.1 Prohibition of Discrimination, Violence and Harassment

Bol expects each Supplier to ensure that all workers enjoy equal opportunities and treatment, and that all workers, including vulnerable or marginalized persons or groups, are free from any form of discrimination, violence and harassment in the workplace. Appropriate disciplinary procedures should be in place and effectively communicated to the workers.

5.2 Freedom of Association and Collective Bargaining

Bol expects each Supplier to respect the legal right of workers to form and join trade unions, to seek representation and collectively bargain, or refrain from doing so, in a free and democratic way, without discrimination or fear of retaliation.

5.3 Working Hours

Bol expects each Supplier to promote working hours practices that enable a healthy work-life balance for workers. Working hours must comply with all applicable laws and regulations, industry standards or, where relevant, collective agreements. Maximum standard working hours, excluding overtime, will not exceed 48 hours per week. Overtime work must be consensual.

5.4 Compensation

Wages paid for maximum standard working hours, overtime hours and overtime/shift differentials shall meet or exceed the applicable legal minimum standards. Bol expects each Supplier to pay their workers regularly and as agreed and to ensure equal pay for equal work. Illegal deductions from wages shall not be made and deductions for disciplinary purposes from wages for time worked are forbidden. Partial payment in the form of allowance "in kind" is accepted in line with International Labor Organization (ILO) specifications. Supplier shall ensure that wage and benefits composition are detailed clearly and regularly for workers; the Supplier shall also ensure that wages and benefits are rendered in full compliance with all applicable laws and that remuneration is rendered in full, on time and in a manner convenient to workers.

5.5 Health & Safety

Supplier must comply with applicable occupational health and safety legislation or relevant standards. A clear set of procedures must be established and followed regarding occupational health and safety, including the provision and use of personal protective equipment, adequate training, clean toilets, access to potable water and, if appropriate, sanitary facilities for food storage shall be provided.

Bol expects each Supplier to respect the right to healthy working and living conditions of workers and local communities and to provide special protection to vulnerable persons or groups, for example due to pregnancy or disability, as appropriate and in line with applicable laws, regulations, standards and collective agreements. Workplace practice and conditions which violate basic human rights, including conditions in residential facilities as provided to the worker, are forbidden.

5.6 No Child Labor

Bol expects each Supplier to protect children from any form of exploitation in its operations or supply chains and from any work or working conditions that are harmful to children's health, safety, morals and development or resemble forced or bonded labor. Supplier shall not employ directly or indirectly, children below the minimum age of completion of compulsory schooling as defined by law, which shall not be less than 15 years, unless the exceptions recognized by the ILO apply. Any forms of exploitation of children are forbidden. Supplier must establish robust age-verification mechanisms as part of the recruitment process, which may not be in any way degrading or disrespectful to the worker. If child labor is found, Supplier must take effective remediation measures.

5.7 Protection of Young Workers

Bol expects each Supplier to protect the rights of young workers (under 18) which includes ensuring that young workers are protected against work or working conditions that are prejudicial to their health, safety, morals and development.

5.8 No Precarious Employment

Bol expects each Supplier to ensure that (1) its recruitment process and employment relationships do not cause undue insecurity and undue social or economic vulnerability to its workers and (2) work is performed on the basis of a recognized and/or documented employment relationship, established in compliance with applicable legislation or, in the absence of applicable legislation, custom, practice or international labor standards. Additionally, Supplier may not use subcontracting in a way that circumvents or avoids legal obligations related to the Principles in these Standards.

5.9 No Bonded, Forced Labor or Human Trafficking

Supplier shall not engage in or be complicit in, either directly or indirectly, any form of servitude, forced, bonded, indentured, trafficked or non-voluntary labor, including state-imposed forced labor. Supplier shall act with special diligence when engaging and recruiting migrant workers both directly and indirectly. Supplier must adhere to international principles of responsible recruitment, including not charging recruitment or placement fees and ensuring freedom of movement. If any costs of recruitment are applicable, the employer and not the worker is responsible for bearing these costs. Additionally, Supplier must ensure that workers are not subject to inhumane or degrading treatment, corporal punishment, mental or physical coercion and/or verbal abuse.

5.10 Land Rights

Bol expects each Supplier involved in the acquisition, leasing or disposal of land to respect the rights and title to and the use of property, land and natural resources of individuals and local communities. Additionally, Supplier must actively seek and document the effective implementation of free, prior and informed consent (FPIC). Bol does not tolerate land grabbing.

6. Environment

Bol expects each Supplier to conduct its business in a manner that reduces environmental impacts now and for future generations. Supplier is expected to identify the environmental impacts of its operations and implement adequate measures to prevent, mitigate and remediate adverse impacts on the surrounding communities, nature, and air.

6.1 Climate Change

Supplier must comply with all applicable environmental legislation and maintain all relevant permits related to greenhouse gas emissions management and reduction.

Bol has set science-based targets (SBT's) for the reduction of emissions for scopes 1, 2 and 3. Supplier is urged 1) to consider a similar commitment to science based targets, 2) measure and report on emissions in line with the Greenhouse Gas Protocol, 3) develop and implement reasonable initiatives to realize emissions reductions across the supplier's value chain, and 4) to develop actions to switch its electricity consumption towards more renewable electricity.

6.2 Biodiversity and Ecosystems

Supplier must comply with all applicable environmental legislation and maintain all relevant permits related to the protection of biodiversity and ecosystems, including, but not limited to:

- a. deforestation and/or land conversion (i.e. EU Regulation on deforestation-free products);
- b. fish stock species management;
- c. agrochemical and pesticide storage, use and management.

Bol expects Supplier to not source materials associated with deforestation or land conversion in line with the respective cut-off dates prescribed by legislation and/or by relevant standards (e.g. RSPO). In addition, bol encourages Supplier to report on progress and

develop action plans on deforestation and conversion-free, and, where relevant, report on progress. Where relevant, bol expects Supplier to utilize practices that protect fish stocks in line with local, national, and international fisheries management regulations (e.g., U.S. Magnuson-Stevens Fishery Conservation and Management Act; International Regional Fishery Management Organization measures). Where relevant, bol encourages Supplier to consider adopting regenerative and sustainable agriculture practices to protect soil health and strengthen resilient supply chains.

6.3 Water

Supplier must comply with all applicable environmental legislation and maintain all relevant permits related to water management, including water abstraction, water usage, surface water management and effluent discharge. Bol expects each Supplier to respect the right to water of individuals and local communities, and Supplier operations should not negatively impact local communities' access to water.

6.4 Animal Welfare

Supplier must comply with all applicable legislation and maintain all relevant permits related to animal welfare.

Bol expects Supplier to commit to sound, science-based animal care practices and the elimination of animal cruelty, abuse and neglect.

In addition, bol expects Supplier to incorporate the five domains, which focus on providing positive experiences for farm and marine species. This includes good nutrition, physical environment, health, behavioral interactions, and mental state.

6.5 Resource Use and Circular Economy

Supplier must comply with all applicable environmental legislation and maintain all relevant permits related to the responsible use of resources, including, but not limited to:

- a. storage, handling and disposal of waste directly or through waste contractors;
- b. plastic feedstock sourcing, plastics production, storage, transport and end-of-life management.

Bol expects Supplier to store, handle and dispose of waste in a way that protects the health and safety of people and also protects the environment. Bol also urges Supplier to 1) eliminate unnecessary plastic packaging 2) reduce the amount of plastic packaging used, 3) use recycled content where packaging is needed, and 4) design products that can be recycled locally.

6.6 Pollution

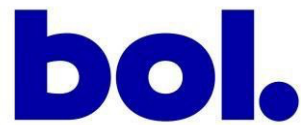
Supplier must comply with all applicable environmental legislation and maintain all relevant permits related to the prevention and control of air, water and soil pollution.



Appendix I: List of countries that do NOT belong to the high-risk countries (As of January 1, 2026)

Please note: This list is based on amfori's high-risk classification. The current list is available [here](#) and Supplier should confirm at least annually that any changes have been integrated into Supplier's business practices. We reserve the right to apply enhanced due diligence in specific geopolitical contexts, even if a country is not listed as high-risk according to external sources.

American Samoa	Luxembourg
Andorra	Macao
Anguilla	Malta
Antigua and Barbuda	Martinique
Aruba	Mauritius
Australia	Micronesia
Austria	Monaco
Bahamas	Namibia
Barbados	Netherlands
Belgium	New Zealand
Bermuda	Niue
Bhutan	Norway
Botswana	Poland
Brunei	Portugal
Canada	Puerto Rico
Cape Verde	Qatar
Cayman Islands	Réunion
Chile	Saint Kitts and Nevis
Cook Islands	Saint Lucia
Costa Rica	Saint Vincent and the Grenadines
Croatia	Samoa
Cyprus	San Marino
Czech Republic	Singapore
Denmark	Slovakia
Dominica	Slovenia
Estonia	South Korea
Finland	Spain
France	Sweden
French Guiana	Switzerland
Georgia	Taiwan
Germany	Tonga
Greece	Tuvalu
Greenland	United Arab Emirates
Grenada	United Kingdom
Guam	United States
Hong Kong	Uruguay
Hungary	Virgin Islands (U.S.)
Iceland	
Ireland	
Israel	
Italy	
Japan	
Jersey, Channel Islands	
Kiribati	
Latvia	
Liechtenstein	
Lithuania	



Supplement to Bol Standards of Engagement v5.1

This Supplement complements the Standards of Engagement v5.1 (the “SoE”) for suppliers providing goods or services to bol, including goods for resale and goods or services procured for internal use. It does not replace the SoE, but sets out additional requirements reflecting bol’s procurement and supply chain context. Capitalised terms not defined here have the meaning given in the SoE. In case of conflict, the SoE prevails unless expressly stated otherwise.

1. Scope and interpretation

For the purpose of this Supplement, Subcontractor also includes any third party engaged by the Supplier to perform work, produce goods, or deliver services that contribute directly to the Supplier’s obligations towards bol.

This Supplement must be applied in a risk-based and proportionate manner, taking into account the nature of the goods or services supplied, the Supplier’s role, and the severity and likelihood of adverse impacts.

Any disclosure, access or cooperation obligation under this Supplement applies only to the extent legally permitted and subject to confidentiality, trade secret, information security and applicable data protection requirements. Where full disclosure is not permitted, the Supplier must inform bol without undue delay and provide a lawful alternative where reasonably possible.

2. Compliance, transparency and cascading

The Supplier and its relevant Subcontractors shall cooperate with bol in achieving supply chain transparency for both goods and services supplied to bol. This includes, upon request, providing relevant information on Subcontractors, subsuppliers and other relevant upstream parties involved in the delivery of such goods or services, to the extent necessary for bol to assess and address legal, ethical, human rights or environmental risks.

The Supplier shall support bol in conducting risk-based supply chain assessments, including deeper-tier assessments where reasonably required by the risk profile of the goods or services, credible indications of adverse impacts, or applicable legal requirements.

For goods or services defined by bol as high risk, the Supplier shall, to the extent reasonably feasible and proportionate to the risk, maintain or be able to provide access to available traceability information relevant to the good and/or services supplied to bol. Where full traceability is not available, the Supplier shall cooperate in good faith with bol to support risk-based due diligence, including responding to reasonable information requests and engaging relevant upstream parties where appropriate.

The Supplier shall cascade the SoE and this Supplement, or equivalent standards providing at least an equivalent level of protection, to their supply chain, including outsourcing partners, service providers and other upstream parties involved in supplying goods or services to bol.

The Supplier shall cooperate in good faith with bol in the timely implementation of new mandatory legal requirements relevant to the goods or services supplied to bol.

3. Monitoring, investigation and corrective action

In addition to Section 2 of the SoE, if as part of routine compliance audits for its supply chain or whenever bol has reasonable grounds to believe that there is an increased risk of non-compliance with the SoE or this Supplement, the Supplier shall cooperate fully and in good faith with bol's reasonable investigation, including by providing relevant information, records, supporting evidence and access to appropriate responsible personnel. Costs for audits are borne by the Supplier.

Where proportionate and risk-based, bol may require the Supplier to provide an audit report, certification, independent third-party assessment, or other assurance demonstrating compliance with the SoE and this Supplement.

Where there are indications of significant breaches or severe human rights or environmental risks, bol may require an independent third-party audit and, where reasonably necessary in case of a significant breach, an on-site assessment, subject to applicable law and appropriate safeguards relating to confidentiality, data protection, health and safety and site security.

In cases of non-compliance with the SoE or this Supplement, suppliers are expected to cooperate with bol to develop and implement adequate corrective actions within reasonable timelines proportionate to the severity of the findings. Failure to remediate within an agreed timeline may result in non-compliance consequences in line with bol's contractual rights, including enhanced monitoring, additional assurance requirements, suspension of relevant sourcing, services or business activities, and, where applicable, termination of the relevant commercial relationship.

4. Ethical business practices

The Supplier shall ensure that any subcontracted service providers supporting bol, including call centres, content moderation providers, warehouse staffing agencies and last-mile delivery partners, follow ethical business practices equivalent to those set out in the SoE and this Supplement.

5. Human rights

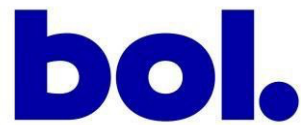
Where operations, sourcing, services, goods, raw materials or supply chain routes relevant to goods or services supplied to bol are located in, sourced from, or pass through conflict-affected and high-risk areas as defined by the EU¹ and/or OECD², the Supplier shall assess such exposure and implement appropriate enhanced due diligence measures consistent with internationally recognised frameworks.

For products containing minerals or other high-risk raw materials, including tin, tantalum, tungsten, gold, cobalt or mica, the Supplier shall conduct due diligence aligned with internationally recognised responsible sourcing frameworks. Where applicable and reasonably feasible, the Supplier shall source such minerals only from smelters or refiners that have undergone an independent responsible minerals audit or equivalent assurance process.

In addition to grievance mechanisms under the SoE, the Supplier shall maintain proportionate worker engagement processes enabling safe dialogue with workers.

¹ <https://www.cahraslist.net/>

² [Compare your country by OECD](#)



The Supplier is encouraged to provide periodic training for workers and managers on human rights, responsible recruitment, discrimination and harassment prevention. Such training should address risks faced by vulnerable groups, including women, members of the LGBTQIA+ community, children, young workers, persons with disabilities, minorities, refugees, migrant workers, smallholder farmers, and Indigenous Peoples.

If recruitment agents, labour brokers or other intermediaries are used in connection with workers involved in supplying goods or services to bol, the Supplier shall, upon request, disclose their identities and roles and shall implement due diligence procedures to assess and monitor their ethical conduct.

6. Environment

The Supplier shall work with bol, where relevant, on environmental topics connected to the goods and services supplied, including the provision of reasonably available information relating to emissions, the tracing of key raw materials to their origins, biodiversity-related risks, and material water-related risks.

Upon request, the Supplier shall provide reasonably available emissions-related information relevant to goods and services supplied to bol, including, where available, Scope 1, Scope 2 and material Scope 3 data.

Where relevant, the Supplier shall disclose whether operations or sourcing related to goods or services supplied to bol are located in or near areas important for biodiversity, and whether such operations or sourcing involve material water-use or water-pollution risks.

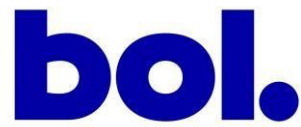
Where goods or services supplied to bol are associated with material deforestation, land conversion or other biodiversity impacts, the Supplier shall implement no-deforestation and no-conversion commitments where relevant, and shall be able to support such commitments with credible evidence upon request, including traceability information, certification or equivalent supporting documentation where appropriate.

7. Sanctions policy

“Sanctions” as included in this article, means sanctions, embargoes or other restrictive measures of any governmental or regulatory authority, including the UN, EU, U.S. and U.K. A “Restricted Party” is any person listed on Sanctions lists, owned or controlled by such a person, or located in a comprehensively sanctioned country.

Supplier represents and warrants that neither it nor its subsidiaries, directors, officers, employees or agents is a Restricted Party, and that it is not, directly or indirectly, dealing with or for the benefit of any Restricted Party.

Supplier shall comply with all applicable Sanctions and export/import laws, maintain required authorizations and operate a risk-based compliance program (including partner screening and internal controls) to prevent Sanctions breaches, and ensure no transaction, direct or indirect, is conducted with Restricted Parties. Supplier shall promptly notify Bol of any Sanctions-related investigation, enforcement or legal proceeding concerning it or its Personnel.



Supplier represents that supplied goods and services do not originate from comprehensively sanctioned countries, are not produced or sourced from Restricted Parties and have not been traded in breach of Sanctions. Supplier shall not take any action that could cause Bol or its affiliates to violate Sanctions.

Bol may withhold performance or payment in good faith to avoid a Sanctions breach, and may immediately suspend or terminate if it reasonably believes continuation creates Sanctions risk or potential designation for Supplier or its Personnel. Bol bears no liability for resulting damages and may assess relevant legal or regulatory restrictions (including exclusion orders or immigration bans) on Supplier or key personnel.