

Adevinta

Supplier Code of Conduct

Version 2.0

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Contents

Introduction	4		
1. Foundation	5		
2. Scope	5		
3. Responsibilities	6		
3.1. Human rights	6		
3.1.1. Child Labour	6		
3.1.2. Modern Slavery	6		
3.1.3. Fair and Equal Treatment	6		
3.2. Labour Rights	6		
3.2.1. Freedom of Association and Collective Bargaining	6		
3.2.2. Employment Terms	7		
3.2.3. Compensation and Wages	7		
3.2.4. Health and Safety	7		
3.3. Environment	7		
3.3.1. Resource Efficiency and Energy Consumption	7		
3.3.2. Emissions	7		
3.3.3. Water and Effluents	8		
3.3.4. Waste	8		
3.3.5. Environmental Management	8		
3.3.6. Transport	8		
3.3.7. Sourcing from Conflict Affected and High-risk Areas	8		
3.4. Anti-corruption, Business Integrity and Ethical Conduct	8		
3.4.1. Anti-Corruption	8		
3.4.2. Facilitation Payments	8		
3.4.3. Business Gifts and Hospitality	8		
3.4.4. Conflict of Interest	8		
3.4.5. Free Competition	9		
3.4.6. Corporate Image and Reputation	9		
3.4.7. Supply Chain Integrity	9		
3.4.8. Recordkeeping	9		
3.5. Data Protection and Information Security	9		
4. Compliance and Implementation of this Code	10		
5. Confirmation	11		

This Code is intended to provide a common ground for sustainability and to contribute to Adevinta's ambition of committed Supplier partnership.

Aurelia Netherlands Topco B.V., its subsidiaries and affiliated companies (together "Adevinta") are committed to the highest ethical values and standards of integrity in our business and expect the same of suppliers of goods and services to Adevinta ("Suppliers"), which, for the purposes of this Code includes Suppliers' employees, agents and representatives, Suppliers' contractors and subcontractors, and their employees, agents and representatives. Adevinta is committed to internationally recognised corporate sustainability principles on human rights, labour rights, the environment, and anti-corruption.

The purpose of this Supplier Code of Conduct ("Code") is to ensure that our Suppliers are aware of, respect, and comply with our expectations on sustainability and ethical conduct.

1 | Foundation

This Code outlines the minimum standards of conduct expected from Suppliers and is based on applicable legislation, the OECD's Guidelines for Multinational Enterprises, and the ten principles of the United Nation Global Compact (UNGC) and its underlying conventions and declarations¹.

In a case where this Code conflicts with, or sets lower requirements than, applicable national legislation, the legislation shall always prevail. However, if this Code sets out stricter requirements than national legislation, this Code shall prevail.

¹ <https://www.unglobalcompact.org/what-is-gc/mission/principles>

2 | Scope

This Code applies to all Suppliers.

The Supplier is responsible to ensure that its suppliers and other participants in their supply chains adhere to the same responsibilities set out in this Code.

3 | Responsibilities

3.1. Human rights

In alignment with the UNGC and the UN Guiding Principles on Business and Human Rights, the Supplier shall commit to support and respect the protection of internationally proclaimed human rights within its business operations, as well as make sure that they are not directly or indirectly complicit in human rights abuses in their own operations and in their upstream and downstream value chain.

3.1.1. Child Labour

The protection and safety of children shall be ensured by the Supplier in all business activities to ensure effective abolition of child labour. Children under the minimum working age as established by local law shall not be used as labour. Regardless of local regulations, children, or minors below 15 years of age shall never be employed by the Supplier. Employees under the age of 18 shall not be employed to work at night, with heavy machinery, with hazardous substances, or involved with any task that might jeopardise their health, safety or education.

3.1.2. Modern Slavery

All work shall be voluntary and modern slavery is never accepted in any form, including, but not limited

to, forced or debt-bonded labour, prison labour, human trafficking, bonded labour, indentured labour, and forced marriages. Employees shall be allowed to move freely and be able to leave the Supplier's premises outside of working hours. Physical punishment, threat of violence or control over the employee (including, for example, confiscation of identification documents, money deposits, or equivalent that prevents the employee from voluntarily resigning) is strictly prohibited.

3.1.3. Fair and Equal Treatment

The Supplier shall actively work to prevent any kind of discrimination based on, including but not limited to, ethnicity, religious beliefs, national origin, ancestry, pregnancy status, gender or gender identity, age, marital status, disability, medical condition, sexual orientation, or on any other basis protected by law. No person shall be subject to physical punishment, unlawful detention, physical, sexual, psychological, or verbal harassment or abuse.

The Supplier shall promote equality and diversity in remuneration plans, recruitment processes, promotions, training, and in policies concerning parental leave.

The Supplier shall ensure that all employees' right to privacy and personal integrity is respected and take appropriate technical and organisational measures

to protect personal information of employees (e.g.: employees' social security numbers are kept stored in a locked locker or in a password protected document).

3.2. Labour Rights

The Supplier commits to uphold internationally recognised labour standards and to provide a work environment for its employees that ensures decent working conditions. Everyone at the Supplier's workplace shall be treated with respect and dignity and be entitled to all fundamental rights. The Supplier shall work to actively prevent any type of discrimination based on any of the discriminatory grounds referred to in section 3.1.3 above.

3.2.1. Freedom of Association and Collective Bargaining

The Supplier shall ensure that all employees are free to form, to join, and to reject to join, trade unions or employee organisations, as well as to bargain collectively without fear of reprisals.

3.2.2. Employment Terms

The Supplier shall ensure that all employees, temporary or permanent, contracted by the Supplier, shall have an employment contract that specifies the terms of employment including working hours, overtime compensation, wage, frequency of payment, and notice period in a language that is understandable to the employee.

The Supplier shall ensure that a normal working week for its employees does not exceed 48 hours. Overtime hours are allowed in accordance with the laws of the country of employment but shall not exceed twelve (12) hours per week unless a bargaining agreement states otherwise.

3.2.3. Compensation and Wages

Employees shall be paid to sufficiently cover an adequate standard of living including housing, transportation, food, energy, education, and health care, as well as provide some discretionary income for the employee. The employees should be paid equal pay for equal work.

Wages shall be paid regularly, directly, and in full to the employee at the agreed time. The Supplier shall compensate employees for overtime hours at the legal premium rate.

3.2.4. Health and Safety

The Supplier's working environment shall be safe and ensure physical and psychosocial health for the Supplier's employees. Appropriate health and safety information and training shall be provided to

all employees. Actions shall be taken to prevent work accidents and work-related injuries.

The Supplier shall provide appropriate personal protective equipment free of charge to its employees. Emergency routes and exits shall be clearly marked and shall be visible from the main passageway. All facilities must be equipped with adequate lighting, a pleasant temperature, and well-functioning ventilation systems. The Supplier shall provide its employees with safe drinking water free of charge.

All work-related accidents, incidents, and injuries shall be documented, and Adevinata shall be given such documentation upon request.

The Supplier should establish and maintain a robust health and safety management system such as ISO 45001 or keep equivalent that includes a management plan to prevent, reduce, and control work-place related hazards, accidents, and injuries.

3.3. Environment

Adevinta is committed to promoting greater environmental responsibility and expects the same of Suppliers. The development and use of environmentally friendly techniques and technologies should be encouraged in Suppliers' products, processes, designs, and material selection. This includes, but is not limited to, making efforts to transition to a circular economy, utilising resources more efficiently, and reducing water use, negative impacts on biodiversity, greenhouse gas emissions, emissions to water and air, and energy use.

The Supplier shall always apply the precautionary principle and act accordingly in situations where risk or uncertainty of the safety of a product, substance, or compound occurs.

The Supplier shall collect data regarding water consumption, effluents, chemicals, waste generation and treatment, greenhouse gas emissions, and energy consumption involved in its business. The Supplier shall provide such data to Adevinata upon request.

3.3.1. Resource Efficiency and Energy Consumption

The Supplier shall use and consume natural resources and energy in an optimised and efficient way. This shall apply to Suppliers operating data centres in particular, who are encouraged to sign the EU Code of Conduct on Data Centre Energy Efficiency² or other equivalent policy on energy and resource efficiency.

3.3.2. Emissions

The Supplier shall identify, monitor, reduce, responsibly control, and treat all emissions, including greenhouse gas emissions, from its operations. Moreover, the Supplier should monitor, reduce, and control greenhouse gas emissions in its upstream and downstream value chains.

² <https://op.europa.eu/en/publication-detail/-/publication/08540a28-07cf-11e8-b8f5-01aa75ed71a1/language-en>

3.3.3. Water and Effluents

The Supplier shall limit water consumption, notably in water-distressed areas. The Supplier shall source water without negatively impacting surrounding water sources, and reuse or recycle water when possible. Suppliers with operations in water scarce or water stressed regions shall set targets on reduced water consumption. The Supplier shall monitor and limit effluents to the greatest extent possible.

3.3.4. Waste

The Supplier shall make practical efforts to eliminate and reduce the amount of waste generated, including hazardous and electronic waste. Waste material should be reused and recycled wherever possible.

3.3.5. Environmental Management

The Supplier shall ensure that all the necessary licenses required for specific activities have been obtained. The Supplier should establish and maintain a robust environmental management system (e.g., ISO14001 or equivalent) that includes a management plan to prevent, reduce, and control the environmental impact.

3.3.6. Transport

The Supplier shall strive to reduce environmental impact from transportation of people and goods by selecting the transportation method with the least greenhouse gas emissions. Fuel-efficient vehicles shall be prioritised when transporting goods and providing services to Adevinta.

³<https://www.oecd.org/daf/inv/mne/OECD-Due-Diligence-Guidance-Minerals-Edition3.pdf>

⁴<https://static.adevinta.com/wp-content/uploads/2020/06/25161441/Adevinta-Code-of-Ethical-Conduct.pdf>

3.3.7. Sourcing from Conflict Affected and High-risk Areas

The Supplier should follow the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas³ when sourcing minerals from conflict-affected or high-risk areas.

3.4. Anti-corruption, Business Integrity and Ethical Conduct

Adevinta expects the Supplier to act with business integrity and ethical conduct by committing to actively prevent any form of corruption or unethical business practices. Adevinta's Code of Ethical Conduct and Principles of Corporate Responsibility⁴ presents more information of Adevinta's business integrity and ethical conduct.

3.4.1. Anti-Corruption

Adevinta does not accept corruption in any form, including, but not limited to, bribery, extortion, facilitation payments, fraud, money laundering, terrorism financing, embezzling, tax avoidance, nepotism, and inappropriate business gifts. The Supplier shall commit to work against corruption in all its forms and to conduct its business operations in an ethical manner by maintaining a culture of integrity, transparency, openness, and compliance.

3.4.2. Facilitation Payments

Adevinta expects Suppliers to never directly or indirectly offer facilitation payments to government officials with the purpose of expediting or guaranteeing the performance of a routine duty or action. In most countries, such payments are viewed as corrupt and are considered illegal.

3.4.3. Business Gifts and Hospitality

The Supplier shall have a gift policy in place that informs employees to neither offer or ask for nor give or accept a personal payment, gift, or benefit in exchange for favourable treatment intended to influence a business transaction or to obtain a personal or business advantage. Furthermore, the Supplier shall have a registration system in place and ensure its employees' awareness of the gift policy.

3.4.4. Conflict of Interest

The Supplier shall prevent and withdraw from all forms of conflict of interest, nepotism, or cronyism that may compromise Adevinta's confidence that the Supplier is acting fairly and transparently.

3.4.5. Free Competition

The Supplier shall refrain from, assess the risk of, and take appropriate action to detect any type of anti-competitive behaviour including, but not limited to, entering into discussions or agreements with competitors regarding price fixing, market sharing or other similar activities. The Supplier shall ensure that all taxes which may be due are paid in all countries of operation, and that the Supplier is not involved in manipulative or abusive transfer pricing practices aimed at reducing the Supplier's taxes in any particular territory.

3.4.6. Corporate Image and Reputation

Adevinta's reputation relies on the honesty and integrity of Suppliers that support our day-to-day activities. Suppliers should exercise utmost care and diligence in preserving and protecting Adevinta's image and reputation in their business activities.

3.4.7. Supply Chain Integrity

Adevinta performs screening and background checks on our Suppliers and expects our Suppliers to perform similar appropriate screening and background checks on their counterparties to guarantee the integrity of their supply chain. The screening should consider the activity, the origin, and the government interactions of such third parties.

The Supplier must be cautious and exercise due diligence to not take part, directly or indirectly, in any transactions or dealings with individuals, entities, or countries subject to sanctions under applicable international trade restrictions or sanctions programmes.

3.4.8. Recordkeeping

The Supplier shall maintain financial and accounting books and records that reflect all transactions in an accurate, honest, and timely way, in accordance with applicable accounting principles.

3.5. Data protection and Information Security

Adevinta expects the same high standards of care from our Suppliers when handling data as we expect of ourselves when handling our customers' personal data. Where personal data is being processed, the Supplier is obliged to observe the requirements of the Data Processing Agreement (DPA) in place between Adevinta and the Supplier. The DPA clearly states Adevinta's expectations on how the Supplier shall treat personal data and comply with the limitations for using any personal data.

These requirements will be in accordance with local and regional laws for data privacy and information security, including, the European General Data

Protection Regulation (GDPR). Data processing shall be subject to adequate organisational and technical protective measures, ensuring that employees', customers', and other business partners' right to integrity and privacy is always respected. For more information, please see our Group Policy on Data Privacy.⁵

The Supplier shall establish and maintain adequate security systems, measures, and procedures to protect any information belonging to Adevinta, whether in paper or electronic format, from unauthorised access, use or disclosure. Furthermore, the Supplier shall ensure that such measures and procedures are suited to the sensitivity and confidentiality of the information collected or otherwise processed.

⁵ A copy can be requested from privacy@adevinta.com

4 | Compliance and Implementation of this Code

The Code is intended to provide a common ground for sustainability and to contribute to Adevința's ambition of a committed Supplier partnership.

The Supplier shall establish formal policy statements that affirm its commitment to implement, comply with and continuously improve on the standards outlined in this Code.

Adevinta reserves the right to conduct audits, and site visits, either by itself or by an Adevința-designated third-party auditor. The Supplier shall ensure that Adevința has a corresponding right to audit any of its subcontractors and other participants in its supply chains.

If the Supplier has any questions or discovers breaches of this Code, within the Supplier's organisation or any of its subcontractors and other participants in its supply chains, the Supplier shall inform Adevința via suppliers.coe@adevința.com without delay.

Furthermore, Adevința has a third-party operated whistle-blower function through which a Supplier can anonymously report any non-conformity with, including but not limited to, this Code, internal Adevința policies and local regulations.

The Supplier shall keep written records of all complaints relating to the subject matter of this Code which may be made against the Supplier, which shall be maintained and retained in accordance with the applicable laws and shall be made available to Adevința or its designated third party for inspection.

In case of identified deviations from this Code, the Supplier will be asked to provide a corrective action plan for Adevința to approve. In the case of material breaches of this Code, Adevința reserves the right to act by, including but not limited to, removing the Supplier from future business considerations, terminating the contract, or any other administrative or legal action that is deemed appropriate.

5 | Confirmation

The Supplier confirms that it has reviewed and understood this Code.

The Supplier commits and agrees to:

- Follow the principles and requirements set out in this Code;
- Comply with applicable laws and regulations in the country or countries in which the Supplier carries out its operations;
- Inform our employees, sub-contractors and other participants in its supply chains about the content of this Code and ensure that they commit to following the principles set out in this Code;
- Provide complete and accurate information to facilitate Supplier due diligence efforts undertaken by Adevinta.

Name of Company

Name of Signatory

Signature:

Date

Adevinta