

## AHOLD DELHAIZE STANDARDS OF ENGAGEMENT

Koninklijke Ahold Delhaize N.V. and its local brands (together hereinafter to be referred to as “Ahold Delhaize”) are committed to our shared Values and Ethical Principles, as set out in our Code of Ethics. These Values and Ethical Principles are the foundation of our ethical culture and our commitment to conduct our business the right way, every day. As described in our [Growing Together strategy](#) and our [Position on Human Rights](#), we respect human rights and the environment and comply with all applicable laws and regulations in every country where Ahold Delhaize operates. We expect our suppliers to apply the same standards throughout their supply chains.

### 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.

**Own-brand Products** – For purposes of this Standards of Engagement, Own-brand products at Ahold Delhaize company operated and affiliated stores include every product that is not an international, national or regional brand owned by a producer or distributor, is considered to be an own-brand product.

**Standards** – Ahold Delhaize’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. The current version of the Standards of Engagement and its guidance document can be found [here](#).

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

**Supplier** – Entity that Ahold Delhaize 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 Ahold Delhaize 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 Ahold Delhaize of (i) (changes of) the location of their operations or any information relevant thereto, and Own Brand product Suppliers are required to inform Ahold Delhaize 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 Ahold Delhaize to establish effective oversight of the business practices of its (Ahold Delhaize’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 Ahold Delhaize 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 Ahold Delhaize as required in Section 2 of these Standards.

### 2. Monitoring and Non-Compliance

- 2.1 Ahold Delhaize 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) Ahold Delhaize has reasonable grounds to believe that the Supplier has an increased risk of non-compliance with these Standards, Ahold Delhaize 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 Ahold Delhaize).
- 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 Ahold Delhaize 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 Ahold Delhaize, enabling Ahold Delhaize 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, Ahold Delhaize 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 Ahold Delhaize.

### 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 Ahold Delhaize will be communicated to Supplier to be addressed and remediated (see Section 2 above).

#### **4. Ethical Business Practices**

Ahold Delhaize 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. Ahold Delhaize prohibits all activity that constitutes bribery or corruption, including facilitation payments.

#### **5. Human Rights**

Ahold Delhaize 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**

Ahold Delhaize 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**

Ahold Delhaize 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**

Ahold Delhaize 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. Ahold Delhaize 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.

Ahold Delhaize 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**

Ahold Delhaize 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**

Ahold Delhaize 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**

Ahold Delhaize 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

Ahold Delhaize 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). Ahold Delhaize does not tolerate land grabbing.

### 6. Environment

Ahold Delhaize 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.

Ahold Delhaize 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.

Ahold Delhaize 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, Ahold Delhaize encourages Supplier to report on progress and develop action plans on deforestation and conversion-free, and, where relevant, report on progress. Where relevant, Ahold Delhaize 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, Ahold Delhaize

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. Ahold Delhaize 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.

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

In addition, Ahold Delhaize 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.

Ahold Delhaize 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. Ahold Delhaize 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               |                                  |

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