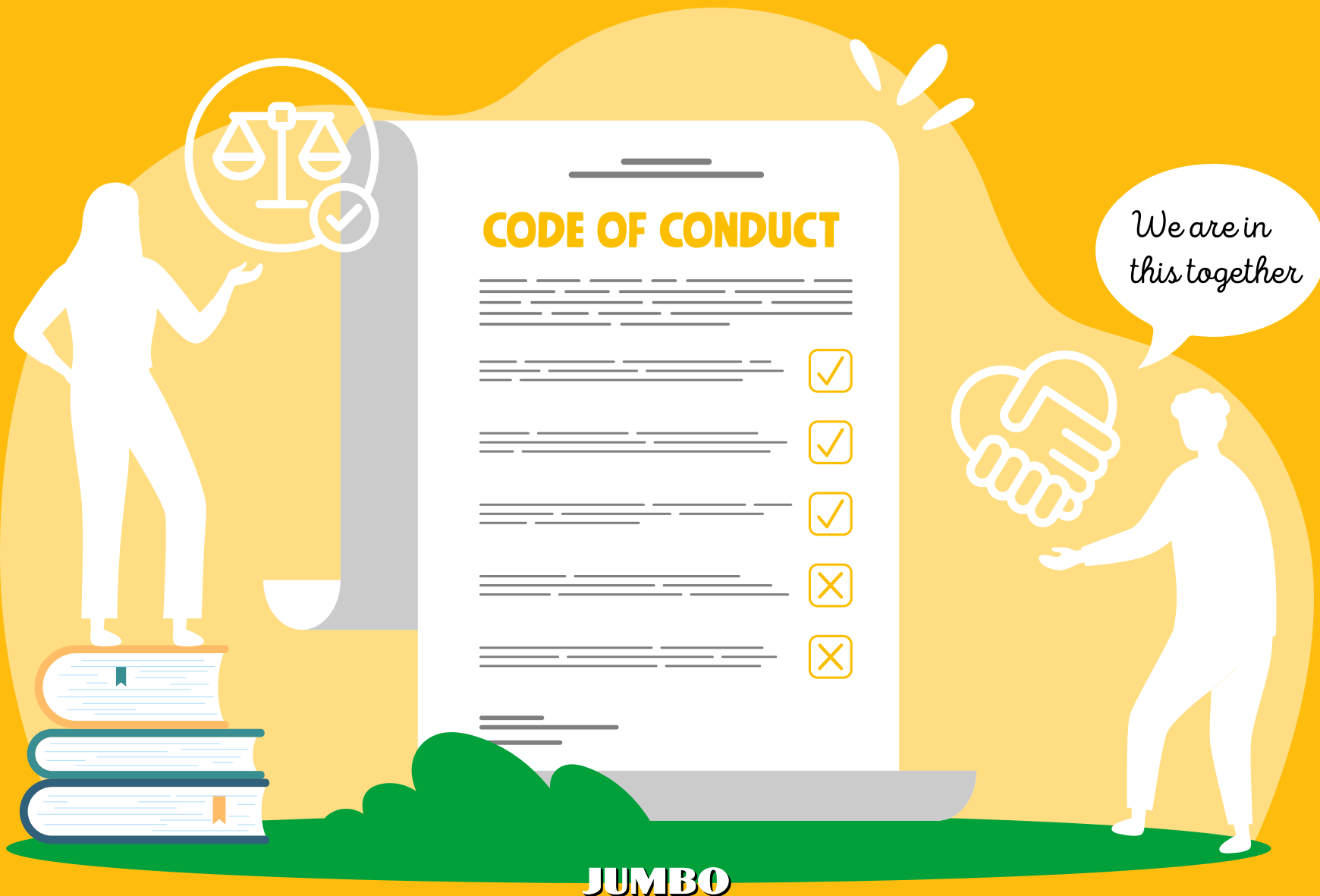


CODE OF CONDUCT





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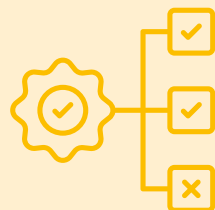
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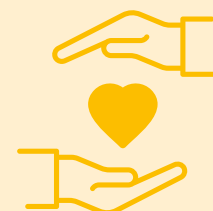
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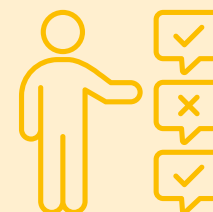
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EXECUTIVE SUMMARY

At Jumbo, we are committed to upholding the highest standards across all aspects of our operations. Our Code of Conduct, which adheres to national laws and international principles such as the UN Guiding Principles on Business and Human Rights and the ILO declaration¹, serves as the foundation for these standards. We expect our suppliers, including subcontractors and third-party partners, to fully comply with these regulations and take responsibility for communicating and enforcing these standards. In the following chapters, we will highlight our expectations on conducting business in a responsible manner.

1. Accountability & Reporting:

Jumbo expects accountability, compliance with its Code of Conduct, and adherence to laws across its supply chain. Suppliers must ensure transparency, monitor subcontractors, address grievances confidentially, and uphold whistleblower protections. Fair disciplinary procedures are required, and severe violations like forced labor may lead to immediate termination.

2. Conflict of Interests:

Suppliers must prioritize avoiding and managing conflicts of interest to ensure fairness and integrity in our partnerships. We expect suppliers to collaborate with us regularly to address any negative impacts from operations and resolve issues affecting workers, the environment, or local communities.

3. Working conditions & employee rights:

We prioritize fair and respectful working conditions throughout our supply chain. Suppliers must ensure compliance with our standards on working hours, overtime, time off while providing fair compensation that meets basic needs, while also protecting workers from hazardous work that could harm their health, safety, or morals.

4. Respect & Fair Treatment:

Dignity, respect, and fairness are central to our workplace culture. We expect all



employees, suppliers, and partners to embrace these values, fostering an inclusive and supportive environment for everyone involved.

5. Ethical Behavior & Integrity:

Ethical behavior and integrity are at the heart of Jumbo's business. We expect all Jumbo colleagues and suppliers to uphold these principles to maintain trust and ensure responsible business practices.

6. Environmental Responsibility:

Our organization is deeply committed to sustainability and actively works towards implementing environmentally friendly practices. Suppliers and partners are expected to minimize their environmental impact, use resources efficiently, reduce waste, and comply with all environmental regulations.

By adhering to these principles, we can work together to maintain the high standards that define Jumbo and contribute to a positive impact on our communities and the environment. In light of emerging regulations, such as the Corporate Sustainability Due Diligence Directive (CSDDD), strengthening transparency and collaboration with our suppliers is essential. This code of conduct establishes common ground with our suppliers, making it a vital component of our shared commitment.

¹ This code of conduct is in line with the ILO Convention No. 001, 011, 014, 29, 87, 95, 98, 100, 105, 111, 131, 132, 135, 138, 155, 169, 175, 181, 183, 184; ILO Recommendation No. 85, 115, 116 163, 164, 190, 198, 203; ILO Guiding Principles to Combat Forced Labor; UNGP Chapter 15, 22, 30, 31; ILO OSH 2001 and ILO Conditions of Work and Employment Series No. 29.



PREFACE ON BEHALF OF THE JUMBO EXECUTIVE BOARD

Dear partners,

As a family business, we feel responsible for the world around us. We're not just thinking about today, but also about the generations to come. Whether you're shopping with us, doing business with us, or working with us – you know we're doing everything we can to create positive value for people, animals, and nature. We believe that together with our customers, colleagues, entrepreneurs, and suppliers, we can really make a difference.

Protecting human rights and the environment is an essential part of how we work. These principles are deeply rooted in our organization, including the way we source our products. Through our sustainable supply chain policy, we ensure these principles are implemented across our supply chains. Transparency is key: we will regularly share updates on our progress through our annual reports.

To stay ahead of risks, we have introduced a recurring risk analysis. This helps us identify and address challenges in our supply chains, while continuously improving our measures. By staying proactive, we can respond to new risks and changes as they arise. Engaging with our stakeholders—like suppliers, government, politics and supervisory bodies, civil society organisations, cooperation partners and representative entities, opinion leaders and food and retail experts —plays an important role in this. To further strengthen our impact, we are committed to providing regular training for our employees, entrepreneurs (franchisers) and suppliers and expanding collaborations that make a real difference.

This approach ties directly to our Code of Conduct, which helps us navigate tough decisions and aligns with our purpose— doing everything we can to create positive value for people, animals and nature. By working in the Jumbo supply chain, each of us has an important role in living these principles and doing the right thing, every day.

Let us be clear: doing what is right is about more than just following the rules. It is about building a culture of integrity, reducing our negative impact, and increasing the positive difference we make—for people, animals and nature now and for generations to come. That is what we aim for at Jumbo, and together, we can achieve great things.

Thank you for your energy, commitment, and passion for supporting us to do better!

Kind regards, on behalf of the Jumbo Executive Board,

Claire Saes

Director HR & Corporate Affairs





ACCOUNTABILITY & REPORTING



At Jumbo accountability is key to maintaining high standards. The chapter “Accountability & Reporting” establishes the standards and expectations for Jumbo’s suppliers to ensure ethical, transparent, and responsible practices across the supply chain. It applies to all suppliers, including private label, A-brand, and fancy label suppliers, requiring compliance with the Code of Conduct, legal regulations, and contractual obligations. Suppliers must demonstrate adherence through documentation, audits, and proactive communication about changes or potential breaches. Grievance mechanisms and whistleblower protections ensure a fair and safe environment for workers, while swift corrective action is mandated for serious violations. By holding everyone accountable, we foster a culture of trust and integrity.

Scope

I.1 This Code of Conduct applies to all suppliers delivering goods to Jumbo, including private label suppliers, A-brand suppliers, and suppliers of fancy label products.



Compliance to the code of conduct

I.1 The supplier is required to comply and adhere with the standards set out in this code of conduct and applicable laws and regulations for all production locations in the countries where production takes place, in addition to contractual requirements and participate in data collection to align with future CSRD requirements.

I.2 The supplier must inform Jumbo of any changes to their own operations or those of their subcontractors and provide necessary information and access for Jumbo to monitor compliance with the Code of Conduct.

I.3 The supplier must monitor subcontractors’ progress under our Code of Conduct and have a system to report and address any non-compliance.

I.4 The supplier is responsible for ensuring the standards set out in this Code of Conduct to be upheld within its supply chain. If a significant breach is discovered, the supplier must inform and cooperate with Jumbo as outlined in ‘non-compliance’ section below.

I.5 The supplier must maintain documentation to demonstrate compliance and allow audits or inspections without prior notice.

I.6 Private label suppliers sourcing from the last stage of production² in a high or medium-risk country³, must upload a valid Amfori Business Social Compliance Initiative (or equivalent) audit report in our supplier database, please see CSR-conditions with a list of equivalents.

²Last stage of production: the last point where labor is involved in creating or processing the end product. For fresh produce, the growers’ cooperatives are also included.

³High and medium risk countries are defined by the Sustainability Initiative Fruits & Vegetables (SIFAV) for all our products. However, we apply the following ground rules: Low-Risk Countries: Only countries classified as low-risk by the BSCI risk assessment can qualify to become medium-risk. High-risk countries remain high-risk and cannot be downgraded to medium-risk. Consistency Over Time: A country is only classified as medium-risk if it has been rated as such by SIFAV for at least two consecutive years Exception to the Rules: Occupied Israeli Territories: Products from these areas are always classified as high-risk.



Non-compliance to the code of conduct

Jumbo and the supplier recognize the importance of upholding the standards set out in this Code of Conduct. The supplier will cooperate on relevant matters within legal limits, aiming for continuous improvement in business ethics, human rights, and environmental respect.

I.1 If the supplier signals a potential breach of Jumbo's code of conduct, the supplier must report this by mailing to compliance@jumbo.com.

In the event of a serious breach or allegation in the Supplier's chain, such as issues related to child labor, forced labor, life threatening safety risks, substantial environmental hazards, unfair compensation, and discrimination or harassment:

I.2 The supplier will promptly, within 3 days, inform Jumbo upon becoming aware of the issue.

I.3 The supplier will immediately conduct a thorough investigation, take corrective actions, and create an effective remediation plan.

I.4 The supplier will fully cooperate and provide all relevant information to Jumbo to enable assessment of the actions taken.

I.5 Jumbo reserves the right to temporarily suspend the partnership until the issue is satisfactorily resolved, in case the issue is not resolved satisfactorily, the contract may be terminated.

Grievance system & whistleblower protection

I.1 The supplier needs a system and process for workers to report and address harassment and grievances confidentially, anonymously, or directly, without fear of retaliation. This system must be clearly explained to all workers.

I.2 The supplier must have procedures to track the number, types, timing, and resolution of grievances and communicate these resolutions to the workforce.

I.3 The supplier must have a system to prevent retaliation or discrimination against workers who file grievances, including those about harassment, abuse, factory procedure violations, compensation, or unsafe working conditions.

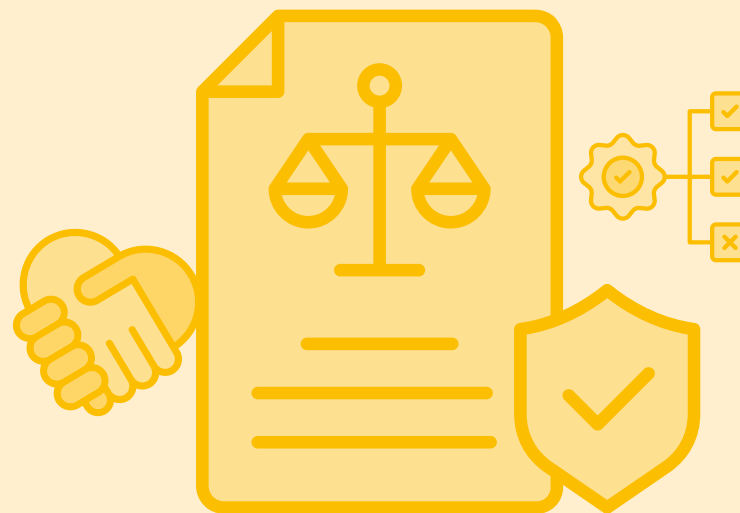
I.4 The suppliers should have feedback mechanisms open to community members where they operate, allowing them to share any concerns or suggestions.

Disciplinary measures

I.1 The supplier must have written rules and procedures for discipline that follow a progressive system, starting with verbal warnings and moving to written warnings, suspension, and, if needed, termination. This system must be fair and non-discriminatory, with a review by a senior manager who was not involved in the original action. Suppliers must also keep written records of all disciplinary actions.

I.2 Workplace rules, policies, and disciplinary procedures must be clearly communicated to all workers in their spoken language. Any exceptions to these procedures (like immediate termination for serious misconduct such as theft or assault) must also be written and clearly explained. Workers need to be informed when a disciplinary procedure starts, have the right to participate and be heard, sign all records of disciplinary actions, and have these records kept in their personnel file.

I.3 The disciplinary system should include a third party witness during the process and provide an option for appeal.





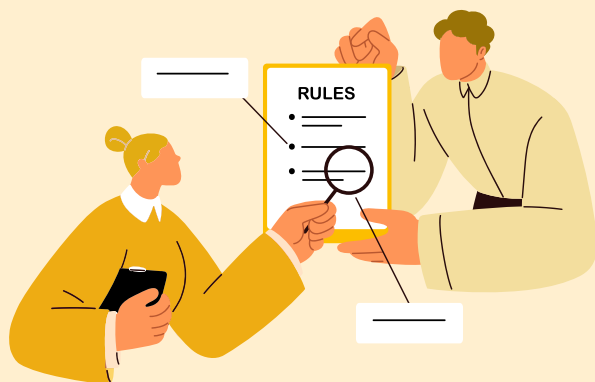
CONFLICT OF INTERESTS



At Jumbo we expect our suppliers to prioritize avoiding and managing conflicts of interest to ensure fairness and integrity in our partnership. The supplier and Jumbo should work together regularly to address and reduce any negative impacts from operations and resolve issues affecting workers, the environment, or local communities. Suppliers must avoid unauthorized subcontracting or homework and provide access to Jumbo or its third-party representatives to fully cooperate with audits or investigations.

Laws and regulations

I.1 The supplier should always follow national laws, regulations, and procedures on all topics covered in this Code of Conduct (including but not limited to working hours, maternity leave, holiday days). Even if not required by law, employers must still protect workers who report any violations related to these topics. Where differences or conflicts in standards arise between this Code and national or local regulations, the strictest standard applies.



Transparency

- I.1 The supplier must be open and provide Jumbo with complete and accurate documentation, as well as full access to workers information and the facility.
- I.2 The supplier must be transparent by sharing all production-related information with Jumbo, including practices and resources related to worker well-being, the environment, and material traceability (such as country of origin, supplier details, and transaction certificates).

Mitigation of negative impacts

- I.1 The supplier must avoid all forms of corruption, including extortion, bribery, and any other abuses of power for gaining an advantage.
- I.2 The supplier must have a strict anti-corruption and anti-bribery policy and procedure with a zero-tolerance stance.
- I.3 The supplier must not accept or offer inappropriate gifts, payments, or favors related to business operations, including those involving Jumbo representatives or auditors.

Subcontractors

- I.1 The supplier is responsible for ensuring that approved subcontractors are making progress and meeting social and environmental standards that match or exceed our Code of Conduct.
- I.2 The supplier must have proper policies and procedures to monitor subcontractor compliance. Contracts with subcontractors and upstream suppliers must also require them to uphold standards that meet or exceed the Jumbo Code of Conduct.



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WORKING CONDITIONS & EMPLOYEE RIGHTS



We are committed to maintaining fair and respectful working conditions throughout our supply chain. This section sets forth our standards for working hours, overtime, and time off, ensuring that all labor practices align with our core values. All forms of forced labor are strictly prohibited, underscoring a commitment to upholding human dignity and ensuring compliance with fundamental principles of human rights. We expect our suppliers to uphold these principles, fostering a positive work environment for all. No person shall undertake hazardous work, meaning any work that, by its nature or the circumstances in which it is carried out, is likely to harm their health, safety, or morals.

Forced labor principles

I.1 The supplier must not use any form of forced labor in recruitment, hiring, or employment. This includes, but is not limited to, involuntary overtime, human trafficking, prison labor, indentured servitude, or bonded labor.

I.2 The supplier must not use, nor work with employment agencies or intermediaries that employ practices that limit a worker's freedom of movement, their ability to end their employment, or that create threats of penalties. Examples of such practices include but are not limited to, the threat to pay recruitment and/or employment fees, providing precarious employment and using false information to recruit workers.

Contract, contingent or temporary workers

I.1 The supplier must have written policies and procedures in place for the recruitment and hiring of contract, contingent, or temporary workers. When recruitment, supply, and management practices are inadequate, workers may be exposed to unsafe and unacceptable working conditions. Therefore, the supplier is required to have;





- **Ethical Recruitment Policy:** This policy ensures transparent and fair recruitment practices, including but not limited to: clearly defined and communicated job descriptions, recruitment processes free from discrimination, a prohibition on the use of agencies, and strictly voluntary participation in recruitment.
- **Zero Recruitment Fee Policy:** This policy prohibits any fees charged to workers for their recruitment, emphasizing transparency throughout the process. It includes safeguards such as no salary deductions to cover recruitment costs and regular monitoring and audits to ensure compliance by recruitment agencies.

The Responsible Recruitment Toolkit can be used to ensure ethical recruitment practices.

I.2 The supplier must ensure the following minimum terms and conditions for contract, contingent, or temporary workers:

- Define the job functions or tasks for which these workers are hired and keep records of their use related to production needs.
- Ensure every worker gets an employment agreement in their spoken language. If needed, offer a verbal explanation. For migrant workers, provide the contract in their spoken language before they leave their home country.
- Apply the same workplace rules and regulations to contract, contingent, and temporary workers as to permanent employees.
- Ensure and maintain personnel files and all relevant employment information is accessible at the workplace at all times.
- For workers hired repeatedly for seasonal or specialized work, sign a separate contract for each hiring event, and keep all relevant information in their personnel file.
- Give priority to contract, contingent, and temporary workers when considering new permanent employees.

I.3 For any contract, contingent, or temporary worker who becomes a permanent employee, seniority and eligibility for benefits should be based on the date they first started as a contract, contingent, or temporary worker, not the date they officially became a permanent employee.

Overtime & working hours

I.1 The supplier must not require workers to work more overtime than what is legally permitted in the country where they are employed. Even in the absence of legal requirements, employers are obligated to protect workers from unreasonable overtime.

I.2 In exceptional circumstances, total weekly work hours—including regular hours, overtime, and any alternative shifts like 4x4 or 3x3—must not exceed 60 hours per week. This applies to all workers, permanent, temporary and contingent.

I.3 Workers must have at least 24 consecutive hours of rest each week. If they work on their scheduled rest day, they should be given another full 24-hour rest period within the same week or right after.

Public holidays & leave

I.1 Even if national law allows employers to pay extra compensation instead of providing paid annual leave, the supplier must ensure that this option is not used and encourage workers to take annual leave.

I.2 The supplier must not place any unreasonable restrictions on how workers use their annual leave.

I.3 Workplace procedures for scheduling annual leave must be fully communicated to all workers.

I.4 The supplier must pay workers their normal or average wages in advance for the entire period

of annual leave, unless national laws, regulations, or procedures specify otherwise.

I.5 The supplier must not penalize workers for requesting or taking any type of leave, including annual, sick, or maternity leave, as long as it follows all applicable rules and procedures.

I.6 The supplier must not place unreasonable restrictions on sick leave. Any procedures for sick leave, such as notifying the supplier promptly or providing medical certificates, must align with national laws and regulations and be clearly communicated to all workers.

I.7 Absences from work due to reasons beyond workers' control, like sick leave or periods when workplace operations are suspended, should not be counted as annual leave or affect length of service calculations, unless national laws, regulations, or procedures state otherwise.



Fair remuneration

Fair Compensation / Basic Needs

I.1 If regular work week compensation does not meet workers' basic needs or provide some discretionary income, the supplier should engage in conversation with Jumbo to take steps towards achieving a level of compensation that does.

I.2 The supplier must not set production targets, piece rates, or any other incentive systems so high that workers need to work beyond their regular hours to earn at least the minimum wage or the prevailing industry wage, whichever is higher.

Wage Policies

li.1 Fees and other costs related to the employment of workers, including migrant, contingent, contract, or temporary workers, are the sole responsibility of the employer.

li.2 All payments to workers, including hourly wages, piece rates, benefits, and other incentives, must be calculated, recorded, and paid accurately.

li.3 All wages, including overtime pay, must be given within the time limits set by law. If no legal time limits are specified, compensation should be paid at least once a month.

li.4. Wage advances must not exceed three months' pay or the legal limit, whichever is lower and can only be given according to clear rules and no interest can be charged. They must be properly documented, and the worker must confirm receipt and accuracy in writing, such as with a signature or thumbprint.

li.5 The supplier must not restrict workers' freedom to use or manage their wages in any way.

Special Wage Consideration

lii.1 Where probationary employment is legally allowed, workers' wages during this period shall:

- Receive at least the minimum wage for regular workers or the prevailing industry wage, whichever is higher.
- Receive all legally mandated benefits.
- Not work in this employment category for more than three months.

lii.2 During their training period apprentices shall receive all legally mandated benefits.



Special categories of workers

Employment of young workers

I.1 The supplier must not employ workers younger than 13 years old, the age required to finish compulsory education, or the local legal working age—whichever is higher. Workers under 18 must be protected from overtime, night shifts, and hazardous tasks, and their work must follow legal requirements and best practices.

I.2 Where children under the age of 18 assist with family farming activities (e.g., in family run businesses), their work must be non-hazardous, parttime, and should not interfere with education.

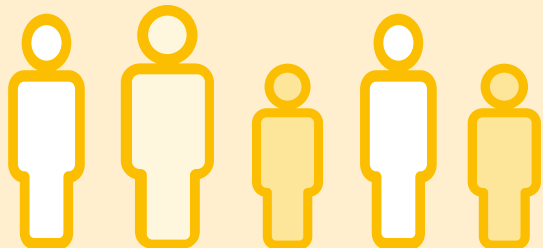
I.3 The supplier must follow all laws related to young workers (workers under 18), including those covering hiring practices, working conditions, types of work, working hours, age verification, and overtime.

I.4 The supplier must collect and maintain copies (not originals) of documents verifying workers' dates of birth, such as birth certificates or ID certifications, and ensure the documentation is complete and accurate. If such proof is unavailable or unreliable, they must take reasonable precautions to confirm workers meet the minimum working age, using alternative trusted methods like medical or religious records, tailored to the local context.

Temporary workers

li.1 Contract, contingent, migrant, and temporary workers shall:

- Receive at least the minimum wage for regular workers or the prevailing industry wage, whichever is higher.
- Receive compensation equal to that of regular workers performing the same job functions or tasks with similar experience or seniority.



Health & safety

I.1 The supplier must develop, maintain, and review health and safety policies compliant with national laws, outlining responsibilities and procedures for incident reporting and prevention.

I.2 The supplier must train workers on safety risks, provide free PPE with proper usage training and maintenance. Hazardous substances must be clearly labeled, safely stored, and disposed of in accordance with legal standards. Hazardous substances are handled per legal standards. Machinery should be well maintained with clear instructions and training, and negative incentives for safe practices must be avoided. I.3 The supplier must ensure a clean and hygienic environment by maintaining accessible toilets, kitchens, and clean drinking water facilities, as well as by preparing and storing food safely.

I.4 The supplier must provide safe and well maintained accommodation and childcare facilities, clearly separated from production areas.

I.5 The supplier must guarantee that on site transportation adheres to all relevant safety standards.

I.6 The supplier must safeguard workers from harassment, abuse, and gender-based violence, including support for those affected by domestic violence. Clear policies must be implemented to prohibit physical, psychological, and verbal abuse, with appropriate disciplinary measures for offenders, such as counseling, formal warnings, or termination of employment.

I.7 The supplier should provide reasonable accommodations for chronic illnesses, such as flexible schedules, breaks, and return to work arrangements, without cost to workers.



IV RESPECT & FAIR TREATMENT



We are committed to treating everyone with dignity, respect, and fairness. These values are central to our workplace culture and guide all interactions. We expect all employees, suppliers, and partners to uphold these principles, ensuring an inclusive and supportive environment for everyone.

Nondiscrimination

I.1 The supplier and their intermediaries must adhere to national nondiscrimination laws and were higher, Jumbo's standards. Workers must be protected from discrimination in all aspects of employment, regardless of marital, health status, or any protected characteristic. Workers must not face threats or adverse actions related to changes in marital or family status, including marriage or pregnancy.

I.2 Employment decisions should be based solely on relevant qualifications, not on personal characteristics such as gender, race, religion, age, sexual orientation, nationality, political views, social group, marital status, or union affiliation.

I.3 Health related employment decisions are only allowed if required for the job or to ensure safety. Routine medical exams should assess general fitness, excluding tests for non-contagious conditions like HIV/AIDS.

I.4 Health information must remain confidential, and no testing or inquiries about past conditions or treatments should compromise this confidentiality.

I.5 The supplier must accommodate religious, ethnic, gender, and disability based needs, including in dormitories and transportation, at no expense to workers.

I.6 Dress code policies must be non-discriminatory. Required uniforms or clothing must allow accommodations for religious practices or disabilities.

Animal Welfare

All animals must be treated with respect and compassion throughout their entire lifecycle. In our CSR conditions we have outlined what animal welfare certifications we adhere to.

The supplier must ensure that:

- All animals have adequate living conditions, including proper space, shelter, and access to food and water.
- All animals are transported in a manner that minimizes stress, injury, and suffering. This includes adhering to all relevant regulations on transportation practices.
- Regular health checks and necessary veterinary care are provided to maintain the wellbeing of the animals.
- All processing and handling of animals must ensure minimal pain and distress.
- All animal testing for products or processes within our supply chain is strictly prohibited, in alignment with our commitment to respect and compassion for all living beings.





V ETHICAL BEHAVIOR & INTEGRITY



At Jumbo, ethical behavior and integrity are core to our business. This chapter outlines our commitment to honesty, transparency, and respect in all our actions. Every team member, from employees to suppliers, is expected to uphold these values to maintain trust and ensure responsible business practices.

Freedom of association

- I.1 The supplier must adhere to national laws protecting workers' rights to organize and bargain collectively, following the higher standard if local laws differ from the suppliers' standards.
- I.2 The supplier must not engage in or support anti union discrimination, retaliation, or any form of violence, threats, or intimidation against workers or union representatives.
- I.3 Where legal restrictions exist, suppliers must support alternative ways for workers to associate and bargain.
- I.4 The supplier must not use production moves, workplace closures, severance pay, or any compensation to undermine union activities or workers' rights to association and bargaining, including the right to strike.
- I.5 The suppliers must never use police or military forces to disrupt activities related to freedom of association, such as union meetings, assemblies, or strikes.

Suspension of work

- I.1 Workers should be paid in full during periods of suspension, unless national laws specify otherwise, workers and their representative organizations agree to different terms, or relevant national authorities approve an alternative arrangement.
- I.2 All workers should be fully informed about the conditions of any suspension.

Right to collective bargaining

- I.1 The supplier must recognize and negotiate collective agreements in good faith, ensuring workers' concerns are addressed, even where legal restrictions apply.
- I.2 Collective agreements must be honored, and workers must be able to raise compliance concerns without retaliation.
- I.3 Employers must share collective agreements with workers and ensure compliance with national laws and the Code of Conduct.

Right to strike

- I.1 The supplier must not impose any penalties on workers who are organizing or participating in a strike, as long as it is in accordance with ILO standards and jurisprudence.
- I.2 The supplier must not hire replacement workers to prevent or break up a strike that complies with ILO standards and jurisprudence, or to avoid negotiating in good faith.

Informed workers

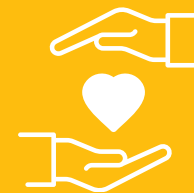
- I.1 The supplier must provide accurate information and train workers on their rights and employment conditions, including but not limited to pay, hours, overtime, benefits, leave, and disciplinary and grievance procedures as outlined by this Code and applicable laws. This information should be communicated through appropriate means, including posting it in local languages in common areas of the workplace. Annual training and evaluations should be conducted to assess how well workers understand their rights and benefits.



We are in this together

VI

ENVIRONMENTAL RESPONSIBILITY



We are committed to protecting the environment and promoting sustainability. We expect our suppliers and partners to minimize environmental impact, use resources efficiently, reduce waste, and comply with all environmental regulations. Together, we can help create a more sustainable future.

Environmental management system

- I.1 The supplier must ensure strict compliance with both international and local environmental regulations, and work to eliminate environmental hazards and risks.
- I.2 The supplier must recognize the environmental responsibilities associated with all aspects of their activities and enforce responsible environmental management at all sites.
- I.3 The supplier must reduce energy consumption and lower the overall carbon footprint of their business activities and strives to commit to the Science Based Target Initiative (SBTI).
- I.4 The supplier must reduce the impact of their business practices on local natural resources and minimize the environmental impact when sourcing products.
- I.5 Jumbo will work in partnership with others to promote environmental care, improve understanding of environmental issues, and share best practices.





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this together*

JUMBO