

WHISTLEBLOWER POLICY OF SHOP APOTHEKE EUROPE N.V.

1. INTRODUCTION

- 1.1 This whistleblower policy (the **Policy**) was adopted by the managing board of Shop Apotheke Europe N.V. (the **Company**) and approved by the supervisory board of the Company (the **Supervisory Board**) on 11 October 2016, and is effective as per 12 October 2016. This Policy will be publicly available on the Company's website.
- 1.2 This Policy has been drawn up to meet the corporate governance obligations and recommendations under Dutch law and international best practice. The purpose of this Policy is to provide every employee, whether or not under an employment contract with the Company or its subsidiaries, including directors, temporary employees, seconded employees and other employees who are on another employer's payroll but who are hired to undertake work for the Company or its subsidiaries, each: an **Employee**, or any other person, with an avenue to anonymously submit his/her concerns about Alleged Irregularities (as defined below).
- 1.3 The Company respects Employees who raise concerns about Alleged Irregularities and will not retaliate or allow retaliation against anyone who in good faith reports such Alleged Irregularities. This Policy is central to our effort to establish and sustain an ethical workplace environment and sound business practices. This Policy is however not intended to replace any existing internal procedures or rules for reporting issues. Alleged Irregularities should be reported as much as possible to the Employee's supervisor(s) in line with normal reporting procedures. If the Employee feels this is not reasonably possible or feels this is inappropriate for whatever reason, the Employee can follow this Policy.

2. POLICY

- 2.1 Any employee must at all times report Alleged Irregularities to the person appointed to act as confidential integrity advisor for the Company (the **Confidential Representative**) or, if an Alleged Irregularity regards the functioning of one or more members of the managing board of the Company (the **Managing Board**), to the chairman of the Supervisory Board.
- 2.2 The following, non-exhaustive, matters are considered to be an **Alleged Irregularity** under this Policy:
- (a) an imminent or current criminal offense, including fraud;
 - (b) an imminent or current violation of laws and regulations relating to financial matters (such as accounting, internal accounting control, auditing matters and reporting and financial crimes), bribery, fraud, corruption, crimes against the Company, human rights violations, serious environmental crimes, serious discrimination and/or harassment, major deficiencies with regard to security in the workplace and/or other similarly severe violations which concern the Company's vital interests or the life or health of individuals;
 - (c) an imminent or current intentional provision of incorrect information to public bodies;
 - (d) a serious violation of codes of conduct applicable within the Company, including internal rules such as those appertaining to sexual harassment and other matters described under (a) and (b) above;

- (e) a threat to public health or environmental safety; and
- (f) imminent or current intentional suppression, destruction or manipulation of information regarding the above points (a) through (e).

- 2.3 A **Whistleblower** is an Employee who reasonably believes that certain conduct within the Company constitutes an Alleged Irregularity and who reports the Alleged Irregularity in good faith in accordance with this Policy, although minor defects in the procedure followed by the Whistleblower shall not prevent such person from the protection reflected herein or otherwise granted by law.
- 2.4 The Confidential Representative or, if applicable, the chairman of the Supervisory Board, confirms receipt of the report of an Alleged Irregularity to the Whistleblower in writing as soon as possible, with a short description of the Alleged Irregularity and the date of its receipt. Whistleblowers reporting Alleged Irregularities should ensure that their reports are sufficiently detailed to allow an inquiry to determine whether there is sufficient evidence or information to form a belief that there is one or more Alleged Irregularities and further investigation is required (a **Preliminary Investigation**).
- 2.5 The Confidential Representative or, if applicable, the chairman of the Supervisory Board, shall perform a Preliminary Investigation with respect to all reports of Alleged Irregularities which are sufficiently detailed and shall ensure that all such reports are duly processed. Based on the findings of the Preliminary Investigation, the Confidential Representative or, if applicable, the chairman of the Supervisory Board, shall determine whether any further investigation is necessary.
- 2.6 Within four weeks of the date on which the Whistleblower reported the Alleged Irregularity, the Confidential Representative or, if applicable, the chairman of the Supervisory Board, shall prepare a written report on the position of the Company with regard to the Alleged Irregularity and the action taken as a consequence of the Whistleblower's report. The Confidential Representative or, if applicable, the chairman of the Supervisory Board, shall provide the Whistleblower with a copy of his/her written report.
- 2.7 If no response can be given within four weeks, the Confidential Representative or, if applicable, the chairman of the Supervisory Board, must notify the Whistleblower of this in writing and must give an indication as to when he/she will be informed of the Company's position with regard to the Alleged Irregularity.

3. **CONFIDENTIAL REPRESENTATIVE**

- 3.1 The Managing Board will ensure that the Employees are informed of the contents of this Policy and will announce who has been appointed as Confidential Representative.
- 3.2 The Confidential Representative shall notify the Employees of their rights as set out in this Policy.
- 3.3 The Confidential Representative receives the reports of Alleged Irregularities that do not regard the functioning of one or more members of the Managing Board and ensures proper administration of these reports.
- 3.4 The Confidential Representative may in his/her sole discretion carry out any investigation which he/she considers to be necessary or desirable to carry out his/her duties hereunder.

3.5 The Confidential Representative shall deal with the information received by him/her with due care.

4. EMPLOYEES' RIGHTS AND OBLIGATIONS

4.1 Each Employee shall at all times cooperate with the Preliminary Investigation and any further investigation of the Alleged Irregularity carried out by or on behalf of the Confidential Representative or, if applicable, the chairman of the Supervisory Board.

4.2 A Whistleblower reports an Alleged Irregularity in his/her own name. Unless there are serious grounds for not doing so, the Whistleblower will be given access to any reports of the internal investigation in which names of any Employees (and other parts that can be traced to statements of a specific Employee) will be redacted.

4.3 A Whistleblower who has reported to the Confidential Representative may report to the chairman of the Supervisory Board if (i) the Whistleblower has not received a timely response from the Confidential Representative as referred to in clauses 2.6 or 2.7 of this Policy, (ii) the Whistleblower has reasonable grounds to disagree about the outcome of an investigation, or (iii) the Whistleblower has reasonable grounds to disagree with the position of the Company with regard to the Alleged Irregularity and the action taken as a consequence of his/her report as referred to in clause 2.6 of this Policy.

5. CONFIDENTIALITY

5.1 Any Alleged Irregularity reported under this Policy shall be treated as confidential and shall only be disclosed in the manner as described in this Policy.

5.2 All information and documents regarding the report of an Alleged Irregularity, a Preliminary Investigation, any further investigation or the written report of the Confidential Representative or, if applicable, the chairman of the Supervisory Board shall not be disclosed, unless if required by law, reasonably necessary for the investigation of the Alleged Irregularity, or to any member of the Managing Board or Supervisory Board (unless the Alleged Irregularity relates to such member of the Managing Board or Supervisory Board), provided that the Confidential Representative may disclose any such information or documents to third parties subject to the approval of the Managing Board and, if applicable, the Supervisory Board.

5.3 The Confidential Representative or, if applicable, the chairman of the Supervisory Board shall ensure that the provisions in clauses 5.1 and 5.2 of this Policy shall equally apply to the experts or advisors as referred to in clause 7.1 of this Policy.

5.4 The identity of the Whistleblower, shall not, unless required by law, without his/her prior written consent, be disclosed to any person other than a member of the Managing Board or the Supervisory Board, unless the Alleged Irregularity relates to such member of the Managing Board or Supervisory Board. In addition, any information provided by the Whistleblower in connection with his/her report of the Alleged Irregularity shall be handled in such a manner as to safeguard the Whistleblower's anonymity.

6. LEGAL PROTECTION

6.1 A Whistleblower who has reported an Alleged Irregularity, in accordance with the provisions set out in this Policy, in good faith shall in no way be prejudiced, disadvantaged or harmed in his position as a consequence of or in relation to having done so. Dismissal of the Whistleblower is not possible within a period of six months after he/she reported the

Alleged Irregularity, unless for urgent cause (*dringende reden*). After this period the report of the Alleged Irregularity may not be ground for dismissal.

7. EXPERTS AND ADVISORS

- 7.1 The Confidential Representative or, if applicable, the chairman of the Supervisory Board, may in his/her sole discretion consult and instruct external experts and advisors, including the external legal advisors of the Company and the external auditors of the Company, as he/she deems necessary to properly carry out his/her duties under this Policy. Any costs and expenses with respect to the consultation and instruction of such experts and advisors shall be borne by the Company.
- 7.2 The external experts or advisors consulted and/or instructed in accordance with clause 7.1 of this Policy, may, on behalf of the Confidential Representative or, if applicable, the chairman of the Supervisory Board, carry out any investigation as the Confidential Representative or the chairman of the Supervisory Board may determine to be necessary or desirable. The Company and its Employees shall cooperate with any such investigation.