



# WHISTLEBLOWER POLICY OF BASIC-FIT N.V.

This whistleblower policy was adopted by the Management Board on 27 May 2016 subsequently amended and adopted by the Management Board first on 6 June 2017 and subsequently on 1 January 2022.

**BASIC-FIT**

## 1. INTRODUCTION

The Company has a single and uniform Policy which is designed to meet corporate governance obligations and recommendations under the European Directive, Dutch law and international best practice. This Policy provides every Reporter with an avenue to voice its concerns about Alleged Irregularities. The Company respects Reporters 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 an Reporter's supervisor(s) in line with normal reporting procedures. If the Reporter feels this is not reasonably possible or feels this is inappropriate for whatever reason, the Reporter can follow this Policy.

## 2. DEFINITIONS

The words and expressions used in this Policy have the following meaning:

**Advisor** means the person who will act as the confidential advisor of the Reporter.

**Alleged Irregularity** means an activity or negligence of a general, operational or financial nature which in the opinion of the Reporter (i) is in violation of or is a risk of a violation of the law, any implementing regulation, any internal or external regulation that applies to the Company or any generally accepted practice within the Company; and (ii) may have considerable negative consequences for the operations of the Company, and an activity or negligence which (i) is in violation of the acts and areas falling within the material scope of the EU Directive or (ii) defeats the purpose of the rules in those acts and areas;

**Chairman** means the chairman of the Management Board;

**Company** means Basic-Fit N.V. and/or any of its group companies as defined in Section 2:24b of the Dutch Civil Code;

**Confidential Representative** means the person designated by the Chairman to act as an official to whom Alleged Irregularities are reported within the meaning of best practice provision II.6.1 of the Dutch Corporate Governance Code for the Company and the EU Directive; Company has appointed the Compliance Officer of Company to be the Confidential Representative, substituted by the DPO in the absence of the Compliance Officer.

**EU Directive** means the Directive (EU) 2019/1937 of the European Parliament and of the Council of 23 October 2019 on the protection of persons who report breaches of Union law;

**Information on Alleged Irregularity** means information or reasonable suspicions about an Alleged Irregularity that occurred or is very likely to occur within the Company or in another organization with which the Reporter is or was in contact through his or her work, or about attempts to conceal an Alleged Irregularity.

**Reporter** means any person who will start, has or had a work relationship with the Company and who acquired information on an Alleged Irregularity in the work-related context, including employees, volunteers, freelancers, trainees and temporary workers. As a Reporter are also considered (people working under the responsibility of) suppliers, contractors and subcontractors and people in management bodies, such as members of a supervisory board or shareholders.

**Management Board** means the management board of the Company;

**Policy** means this whistleblower policy of the Company as adopted on 1 January 2022;

**Preliminary Investigation** means 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;

**Supervisory Board** means the supervisory board of the Company;

**Involved Third Party** means (i) any third person who is connected with the Reporter and who could suffer retaliation, such as colleagues or relatives of the Reporter, and (ii) legal entities that the Reporter owns, works for or is otherwise connected with in the work-related context; and

**Whistleblower** means a Reporter who reasonably believes that certain conduct within the Company or another organization with which the Reporter is or was in contact through his or her work constitutes an Alleged Irregularity and who reports or publicly discloses the Alleged Irregularity or Information on 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.

### **3. POLICY**

- 3.1. Each Reporter shall report Alleged Irregularities and Information on Alleged Irregularities to the Confidential Representative or, if an Alleged Irregularity regards the functioning of one or more members of the Management Board, to the chairman of the Supervisory Board.
- 3.2. 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 but in any event within seven (7) days, 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 a Preliminary Investigation.
- 3.3. 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.

- 3.4. 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 his written report.
- 3.5. 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 will be informed of the Company's position with regard to the Alleged Irregularity.

#### **4. CONFIDENTIAL REPRESENTATIVE**

- 4.1. The Management Board will ensure that the Reporters are informed of the contents of these regulations and will announce who has been appointed as Confidential Representative.
- 4.2. The Alleged Irregularities can be reported via the following e-mail address: confidential@basic-fit.com.
- 4.3. The Confidential Representative shall notify the Reporters of their rights as set out in this Policy.
- 4.4. The Confidential Representative receives the reports of Alleged Irregularities that do not regard the functioning of one or more members of the Management Board and ensures proper administration of these reports.
- 4.5. The Confidential Representative may in his sole discretion carry out any investigation which he considers to be necessary or desirable to carry out his duties hereunder.
- 4.6. The Confidential Representative shall deal with the information received by him with due care.

#### **5. REPORTERS' RIGHTS AND OBLIGATIONS**

- 5.1. Each Reporter 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.
- 5.2. The Reporter may consult the Advisor in confidence about an Alleged Irregularity or Information on an Alleged Irregularity and request information from the Advisor. The Advisor must observe strict confidentiality with regard to the information that the Reporter has provided to him in his capacity of Advisor.
- 5.3. A Whistleblower reports an Alleged Irregularity in his own name.
- 5.4. 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 Reporters

(and other parts that can be traced to statements of a specific Reporter) will be redacted.

- 5.5. 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 paragraph 3.4 or 3.5; (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 report as referred to in paragraph 3.4.

## 6. LEGAL PROTECTION

- 6.1. A Whistleblower who reports an Alleged Irregularity or Information on an Alleged Irregularity 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 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. The Confidential Representative will discuss and agree with the Whistleblower in writing what the risks are of prejudice and the measures that will be taken to decrease this risk and protect the Reporter against prejudice. The Company shall proactively ensure that other employees or people within the Company will refrain from any form of prejudice to a Whistleblower and take appropriate disciplinary actions against those who commit to prejudice to the Whistleblower.
- 6.2. This also applies to a Whistleblower who publicly discloses an Alleged Irregularity or Information on an Alleged Irregularity in good faith, provided that: (i) the Whistleblower first reported internally and externally in accordance with this Policy, or (ii) in the case of an external report, the Whistleblower had reasonable grounds to believe that the Alleged Irregularity may constitute a danger to the public interest, or there is a risk of retaliation or a low prospect of the Alleged Irregularity being effectively addressed due to particular circumstances at hand.
- 6.3. Also people who help Reporters and Involved Third Parties are protected in the same way, such as confidential advisers and trade union representatives, and colleagues and family members, who have a working relationship with the organisation about which a report is made.

## 7. EXPERTS AND ADVISORS

- 7.1. The Confidential Representative or, if applicable, the chairman of the Supervisory Board may in his 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 deems necessary to properly carry out his 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 paragraph 7.1, 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 Reporters shall cooperate with any such investigation.

## **8. CONFIDENTIALITY**

- 8.1.** The Confidential Representative shall treat all information and documents obtained in his capacity as Confidential Representative as strictly confidential. The chairman of the Supervisory Board who receives reports of Alleged Irregularities with regard to the functioning of one or more members of the Management Board shall treat all information and documents obtained in this capacity as strictly confidential.
- 8.2.** 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 Management Board or Supervisory Board (unless the Alleged Irregularity relates to such member of the Management 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 Management Board and, if applicable, the Supervisory Board.
- 8.3.** The Confidential Representative or, if applicable, the chairman of the Supervisory Board shall ensure that the provisions in paragraph 8.1 and 8.2 shall equally apply to the experts or advisors as referred to in paragraph 7.1.
- 8.4.** The identity of the Whistleblower, shall not, unless required by law (in which case the Whistleblower will be notified beforehand unless there are serious grounds for not doing so), without his prior written consent, be disclosed to any person other than a member of the Management Board or the Supervisory Board, unless the Alleged Irregularity relates to such member of the Management Board or Supervisory Board. In addition, any information provided by the Whistleblower in connection with his report of the Alleged Irregularity shall be handled in such a manner as to safeguard the Whistleblower's anonymity.

## **9. PUBLICATION**

This Policy is available on the Company's website (<http://corporate.basic-fit.com/corporate-governance>).