



BASIC-FIT SUPPLIER CODE OF CONDUCT

BASIC-FIT

INTRODUCTION

Basic-Fit is the largest fitness club in Europe. We believe that everyone deserves to be fit. This is why we are on a mission to make fitness accessible to all people in Europe.

To achieve that goal, we need our suppliers to be on board with us and to support us in our mission and our way of doing business.

This Supplier Code of Conduct applies to Basic-Fit's suppliers and their subcontractors ("Supplier(s)") working for Basic-Fit N.V., or any of its affiliated companies ("Basic-Fit").

Basic-Fit reserves the right to update this Supplier Code of Conduct at any time at its sole discretion and without prior notice.

PURPOSE

At Basic-Fit, an essential part of responsibly conducting operations is behaving in accordance with our values. Basic-Fit conducts all its business operations in an open and transparent manner.

Furthermore Basic-Fit always wants to create unexpected value and highly values our culture .

Basic-Fit also requires its Suppliers to uphold these standards, wherever they are located, and cooperates with them to improve sustainable practices. Basic-Fit only sources from companies that comply with applicable laws and the principles set out in this Supplier Code of Conduct.

Basic-Fit wants to ensure that it is not part of, or party to activities that do not adhere to certain standards of social and ethical conduct.

Non-compliance with the provisions of this Code of Conduct may lead to measures including termination of the relationship with the Supplier.

1. LEGAL COMPLIANCE

Supplier will ensure that all activity performed for or on behalf of Basic-Fit is in compliance with all applicable laws that apply to their activities. Supplier must comply with international and industry standards and best practices.

Basic-Fit expects especially from all of its Suppliers to adhere to the articles of the United Nations Universal Declaration of Human Rights, the core labour standards of the International Labour Organization, the United Nations Guiding Principles and the principles of United Nations Global Compact.

2. RESPONSIBLE WORK ENVIRONMENT

2.1. FORCED LABOUR

Supplier must under no circumstances use, or in any way benefit from forced, compulsory or prison labour, any other form of abuse coercion or harassment as defined by the International Labour Organization. All work must be voluntary and workers should be free to leave work or terminate their employment with reasonable notice.

2.2. CHILD LABOUR

Supplier shall not engage in child labour or any form of exploitation of young employees, as defined by the International Labour Organization and the United Nations Global Compact, and shall adhere to all national and international laws and regulations regarding child labour. Supplier shall strictly refrain from employing children under the minimum years of age.

2.3. LABOUR PRACTICE

Basic-Fit believes that the fair and equitable treatment of personnel, employees, affiliated providers and other persons is critical to fulfilling its vision and goals.

Supplier shall treat each of its employees and subcontractors with respect and dignity, and will not use corporate punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment, abuse or intimidation.

Supplier shall abide by applicable laws and regulation regarding wages and workingtime, including overtime and maximum hours in the country concerned.

Supplier shall treat and reward its employees and subcontractors equally on the basis of the characteristics of their work and the intensity of their effort. Supplier will not discriminate in hiring and employment practices on the basis of race, religion, national origin, age, sexual orientation, gender identity or disability or any other classification or status protected by law.

Supplier shall support equal opportunities and fight discrimination at the workplace.

2.4. HEALTH AND SAFETY

Basic-Fit is committed to providing healthy and safe work environments for its employees. Basic-Fit expects that Supplier enforce applicable safety rules and regulations and has a process in place to report and manage safety incidents. Supplier shall take adequate measures to prevent accidents and damage to its employees and subcontractors.

3. BUSINESS INTEGRITY

Basic-Fit conducts its business with integrity in accordance with good business practice, and expect its Suppliers to do the same. Supplier must exercise good judgment and avoid circumstances that would violate the letter or spirit of this Code of Conduct.

3.1 FAIR COMPETITION

Supplier shall operate in compliance with the principles of free enterprise and fair market competition.

Free and fair competition is essential to the welfare of the global business. Supplier is expected not to enter into agreements or practices that have a restrictive effect on competition, such as price-fixing or abuse of dominant position.

3.2 ENVIRONMENT

3.2.1. BASIC-FIT'S COMMITMENTS

Basic-Fit is committed to contribute to the health of people, our planet and our communities. We provide our members and employees with a healthy and safe environment to work or exercise in. We want to minimize the consumption of our planet's resources, like water and fossil energy. We aim to positively impact the communities with our clubs. And most importantly, we want to make people in Europe more fit by making it possible for them to join an affordable high-quality fitness club.

We need our Suppliers to help us in achieving these goals. Basic-Fit complies with relevant environmental laws and regulation, and also with the United Nations Global Compact principles 7, 8 and 9 and expects Supplier, as a minimum, to do the same.

3.2.2. SUPPLIER'S GOALS

Supplier is expected to monitor and optimize its environmental footprint through conscious decision-making, application of the precaution principle where appropriate and should be committed to minimize the impact of its activities on the environment. It means that Supplier is expected to, notably, comply with the following :

Supplier should reduce its paper use by increasingly offering software and online products. Supplier must use natural resources (e.g., water, sources of energy and raw materials) in an economical way and must aim to reduce its energy consumption.

Negative impacts on the environment and climate should be minimized or eliminated at their source or through practices such as materials substitution, conservation and recycling.

Suppliers should engage in the development of climate-friendly products and processes to reduce power consumption and greenhouse gas emission.

Suppliers must have systems in place to ensure the safe handling or management of waste, air emissions and wastewater discharges. Suppliers shall have systems in place to prevent or mitigate accidental releases into the environment.

3.3 PRODUCT SAFETY

Supplier must have safety programs in place for managing and maintaining all its production processes in accordance with the applicable safety standards. Suppliers will address product-related issues and their potential impact during all stages of the production process.

Supplier shall identify hazardous materials, chemicals and substances, and ensure their safe handling, storage, recycling, reuse and disposal. All the applicable laws and regulations related to hazardous materials, chemicals and substances shall be strictly followed. Suppliers shall ensure that key employees are aware of product safety practices.

3.4 BRIBERY AND CORRUPTION

Basic-Fit is convinced that in dealing with third parties, responsibility, reliability and integrity are essential preconditions. In this respect Basic-Fit will always act in good faith and expects Supplier to refrain from acts that may damage these preconditions.

Supplier will not engage in any activity or scheme intended to defraud anyone of money, property, or honest services.

Supplier shall not seek to gain any advantage through the improper use of payments, such as facilitation payment, business courtesies, gifts or other inducements.

Supplier cannot offer, promise, or give anything of value, directly or indirectly, to influence decision-making or obtaining, or maintaining benefits. Gifts that are also unacceptable are for instance gifts of high value, cash or cash equivalent, and gifts to government officials.

3.5 CONFIDENTIALITY

All business information relating to Basic-Fit's businesses, properties, shareholders, business plans, organization, financial affairs and all its other affairs are Basic-Fit proprietary information.

Supplier must ensure that this information is kept confidential and may not disclose such information to third parties, unless they are legally permitted and authorized to do so.

3.6 DATA PRIVACY

Supplier will comply with applicable data protection laws and regulation while processing personal data for or on behalf of Basic-Fit. Supplier is expected to be transparent on collection, use and storage of personal data and shall only process data for authorized business purposes. Supplier must implement adequate security measures to protect data against accidental or unlawful destruction, loss and unauthorized disclosure.

3.7 INSIDER TRADING

The shares of Basic-Fit N.V. are listed on the Euronext Amsterdam stock exchange. Supplier may not trade in Basic-Fit N.V. shares or encourage others to do so, using confidential information. Disclosure of commercial or financial sensitive information is generally prohibited as it may affect the price of Basic-Fit N.V. shares.

3.8 CONFLICTS OF INTEREST

Supplier must avoid situations in which there is, or may seem to be, a conflict between the personal interests of the Supplier and the interests of Basic-Fit. Even the appearance of a conflict of interest is to be avoided because this can affect Basic-Fit's integrity and reputation.

If a Supplier's employee is related to an employee of Basic-Fit, and this may represent a potential conflict of interest in a transaction or business relationship, the Supplier must disclose this fact to Basic-Fit or ensure that the employee of Basic-Fit does.

If a Supplier or its close relative has a financial interest in, or obligation to, an employee or competitor of Basic-Fit, it must disclose such interest or obligation to Basic-Fit.

4. MONITORING

Basic-Fit is allowed, after prior notice, to conduct reasonable audits to check the compliance to this Code by Supplier. Supplier is expected to cooperate with internal investigations by Basic-Fit.

5. REPORTING VIOLATION

Supplier shall report any suspected violations of regulations, laws and the Code. Violation should be reported to Basic-Fit's compliance department via this channel : compliance@basic-fit.com.

6. SUPPLIER'S ACKNOWLEDGMENT

We, the undersigned, hereby confirm that :

- We have received and taken due note of the content of the Basic-Fit Supplier Code of Conduct;
- We are aware of all relevant laws and regulations of the countries in which our company operates;
- We will report to Basic-Fit N.V. any violation of the Supplier Code of Conduct, law and regulation;
- We will inform all our employees and subcontractors of the content of the Basic-Fit Supplier Code of Conduct and we will ensure that they also comply with the provisions incorporated therein.

Name of Supplier

Name and Title

Signature

Date and Place

REFERENCES

Basic-Fit Privacy Statement

Basic-Fit Code of Conduct