

Takeaway.com

Code of Conduct

Version December 2017

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In the Policy, the following terms have the meaning as defined below:

BW Code	the Dutch Civil Code; the Dutch Corporate Governance Code as adopted by the Corporate Governance Code Monitoring Committee;
Company Employee	the limited liability company, Takeaway.com N.V.;; all employees of the Company and all of its affiliated entities, employed on the basis of an employment agreement or otherwise;
Management Board	the management board (<i>bestuur</i>) of the Company;
Supervisory Board	the supervisory board of the Company;
Takeaway.com	The Company and its affiliated entities.

1.2 Construction

Headings do not affect the interpretation of the Code of Conduct. Where the context permits, any reference to a gender includes all genders.

2 STATUS AND CONTENTS OF THE CODE OF CONDUCT

2.1 This Code of Conduct applies to all Employees.

2.2 The Code of Conduct has been drawn up in accordance with best practice provision 2.5.2 of the Code.

3 MESSAGE TO ALL EMPLOYEES

Employees must comply with all applicable laws and regulations and all internal regulations and policies of Takeaway.com. Employees must, therefore, in any event, be aware of all relevant laws, regulations and policies. Employees and representatives of Takeaway.com must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws, regulations and policies. Unlawful activity of any kind is prohibited. If legal advice is required, a reputable law firm will be engaged.

4 PERSONAL INTEGRITY

4.1 We want to attract the best talents and commit to enabling you to develop your abilities. We want to retain and motivate you by providing fair, competitive and responsible compensation, as well as the career opportunities you want and the challenging work you need to feel fulfilled. Our

managers must supervise their people effectively and create an organisation where processes and employment policies function effectively and you can succeed in your work.

- 4.2 We treat others fairly, act with care and consideration and respect human rights. We do not tolerate intimidation or harassment in any form. We value diversity and do not discriminate.
- 4.3 An action or practice is discriminatory if it unjustly disadvantages people – whether directly or indirectly – on the basis of characteristics that are not relevant to the situation (e.g., age, skin color, disability, gender, marital status, nationality, race, religion or sexual orientation). Intimidation or harassment, meanwhile, is any behavior that creates a hostile, abusive or intimidating work environment. It can be verbal, psychological or physical, and might include offensive or demeaning remarks, inappropriate touching, or unwelcome sexual advances.
- 4.4 All employment decisions must be based on people's skills and qualifications, relevant legal requirements and the requirements of the available position. Whether it is recruitment, hiring, promotion, compensation, or learning and development, all decisions should be carried out in a completely unbiased way.
- 4.5 We comply with all applicable health and safety laws as relevant to the workplace. We will go beyond this, wherever we can, to create the safest and most pleasant working environment possible.
- 4.6 Takeaway.com adheres to the legal minimum age requirements in all countries in which Takeaway.com is active. Takeaway.com does not employ children under the age of 16 and will, under no circumstances, make use of forced labour.
- 4.7 No Employee is required to lodge deposits, and no individual will be deprived of identity papers upon commencing employment with Takeaway.com. Local business management is responsible to comply with Takeaway.com standards with regard to child labour and forced labour and let that be known to key suppliers and contractors.
- 4.8 Takeaway.com recognizes the freedom of Employees to establish or join an organisation of their choice (including trade unions) and will respect this right. Takeaway.com will not make employment of an Employee subject to the condition that he/she must or should not join a union, or must accept or relinquish trade union membership.
- 4.9 Takeaway.com respects, within the framework of applicable laws, regulations, prevailing labour relations and employment practices, the right of Employees to be represented by staff representatives, trade unions and other employee organisations.

5 COMMERCIAL INTEGRITY

- 5.1 We must seek to do business with parties that adhere to the same high standards as we do.

- 5.2** Takeaway.com conducts business on the basis of fairness, good faith and integrity, and expect the same from parties with whom Takeaway.com does business.
- 5.3** Employees must avoid situations in which a conflict of interest, or the appearance of a conflict of interest, could arise between the interests of Takeaway.com and a possible personal interest. Employees may not make a personal gain from a business opportunity which is related to Takeaway.com's business activities.
- 5.4** We are committed to the principle of free but fair market competition. Always conduct business in accordance with the applicable competition laws and regulations, which are designed to ensure effective competition.
- 5.5** Our position on bribery and corruption is clear; the direct or indirect offer, solicitation or acceptance of a payment in order to obtain a commercial advantage is unacceptable and forbidden.
- 5.6** The occasional acceptance or offer by Employees of gifts or favours (including hospitality and entertainment) is legitimate if this contributes to Takeaway.com's business. Employees are prohibited to solicit gifts or favours. In addition, Employees are prohibited to offer or receive gifts or favours in case:
- a) it may influence, or be perceived to influence, business decision-making;
 - b) it may be regarded in any way as bribery or inducement;
 - c) there is an established, or presumed, expectation that it will be reciprocated or recurring;
 - d) it is not compliant with applicable laws and regulations;
 - e) it is in cash or cash equivalents;
 - f) it is related to personal services;
 - g) it is in the form of a loan;
 - h) it is of excessive value in relation to the level of business or the industry norm;
 - i) it is inappropriate, in poor taste, or in an inappropriate venue;
 - j) the business partner is not present; or
 - k) it is during periods when important business decisions are being made.
- 5.7** Notwithstanding the aforementioned, personal gifts or favours of a commercial value of €200 (or the equivalent) or more and frequent invitations to events with a duration of more than one night and two days (where "frequent" means more than three times per year in relation to the same organisation), may not be offered or accepted by any Employee. An exception may be made on the rare occasion, typically cultural in nature, when refusal of a gift (not including hospitality and entertainment) would be to the detriment of the legitimate business interests of Takeaway.com. In this case (i) the gift may be accepted on behalf of Takeaway.com, but must immediately be reported to one of the members of the Management Board or to the chairman of the Supervisory Board if a member of the Management Board has accepted the gift) and (ii) the gift must be delivered to one of the members of the Management Board (or to the chairman of the

Supervisory Board if a member of the Management Board has accepted the gift) who will determine the appropriate action to be taken (e.g. donation to charity).

- 5.8** The offering or accepting of gifts and favours in deviation of articles 5.6 and 5.7 above requires the prior written approval of one of the members of the Management Board (or of the chairman of the Supervisory Board if a member of the Management Board wishes to offer or accept a gift or favour).
- 5.9** Never make political donations on behalf of Takeaway.com or using our resources. Of course we recognise your right as an individual to participate in the political process and make political donations as you see fit, but make sure that your own political activity can never be confused with or affect your role at Takeaway.com.

6 COMPANY INTEGRITY

Contacts

- 6.1** You must ensure the proper use, protection and conservation of Takeaway.com's assets, products and services. Remember only to use opportunities arising from your position for the pursuit and achievement of the Takeaway.com's goals and never for your personal benefit.
- 6.2** Business information is a valuable corporate asset that must be protected and not disclosed without an authorised business reason. All online correspondence relating to Takeaway.com, including email and social media, is also considered business information.
- 6.3** Our customers trust us. To ensure we keep that trust, we must protect their privacy. Takeaway.com's business model is built on community input – crowd-sourcing information provided voluntarily by our customers. If we lose their trust, our whole business model suffers. So it is in your interest to protect our customers' data in order for us to continue to thrive.
- 6.4** Security of people requires us all to be continually vigilant. As our global presence expands, this becomes more and more important.
- 6.5** Takeaway.com's digital assets and intellectual property, as well as corporate and financial information, require adequate protection against unauthorised and unlawful access. Our customers and governments also oblige us to live up to their increasingly high requirements for information security. With our ongoing security program, we ensure Takeaway.com can meet its obligations and objectives towards its stakeholders with respect to (information) security.
- 6.6** Any incidents of fraud and theft within Takeaway.com will be promptly investigated, reported and, where appropriate, prosecuted. If you hear of or suspect any such conduct (including irregularities relating to financial or fiscal responsibilities), we ask you to report them immediately.

6.7 Many of us have access to the Takeaway.com's information that is not public knowledge. If this information were made public it could influence the Company's share price. Therefore, you must not disclose this information to third parties or trade yourself, or be perceived to trade in the Company's shares, based on this information. Please familiarise yourself with the "Insider Trading Policy" and make sure you comply with it.

7 SUSTAINABILITY

7.1 Takeaway.com wants to become an integral part of the societies in which it operate and – with a tradition of sustainable entrepreneurship – make a meaningful contribution to its stakeholders.

7.2 Takeaway.com is committed to conduct its operations in an environmentally and socially sound and sustainable manner, continually aiming at improving its performance.

8 REPORTING PROCEDURE

Reports which relate to potential financial inaccuracies, misappropriation, fraud, inadequate checks and comparable issues must be made in accordance with the Whistleblowers' Policy as posted on the Company's website.