



Sligro Food Group N.V.

SLIGRO FOOD GROUP N.V.

Whistleblower Scheme

Approved and adopted by the Supervisory Board and Executive Board on 10 December 2015.

1. DEFINITIONS

The terms below have the following meaning in this whistleblower scheme:

- Compliance Officer:** the Secretary of the Executive Board;
- Executive Board:** the Executive Board of Sligro Food Group N.V.;
- Manager:** an Employee's immediate Manager;
- Employee:** any person employed by or working on behalf of Sligro Food Group;
- Works Council:** the Works Council;
- Breach:** a breach as meant by article 3.2;
- Scheme:** this whistleblower scheme;
- Supervisory Board:** the Supervisory Board of Sligro Food Group N.V.;
- Sligro Food Group:** Sligro Food Group Nederland N.V. and its subsidiaries.

2. OBJECTIVE

2.1. Position of and trust in Sligro Food Group

Sligro Food Group has an important position in society and our Employees are our face to the outside world. Apart from the commercial strength of our outlets, Sligro Food Group's success depends on the trust of those around us, inside and outside the organisation. Trust can only be gained by acting professionally and with integrity.

2.2. Compliance with legislation and regulations by Sligro Food Group

Sligro Food Group is aware of its social responsibilities and so not only wants to comply as far as possible with applicable laws and rules and the Corporate Governance Code but also to respect social standards and values. We have set out our standards and values in the codes of conduct that apply to all Employees.

3. REPORTING BREACHES

3.1. Reporting

All Employees are asked to report (confidentially) any Breach or suspicion of a Breach immediately.

3.2. Breach

A Breach is:

- a. an actual or imminent infringement of legislation or regulations (including committing criminal acts such as theft or fraud);
- b. an actual or imminent infringement of codes of conduct or other Sligro Food Group guidelines;
- c. actual or imminent deliberate misinformation to public bodies by or in the name of Sligro Food Group;
- d. an actual or imminent threat to the health or safety of the public or Employees;
- e. an actual or imminent defect in bookkeeping or internal control systems;
- f. actual or imminent abuse of authority;
- g. any other actual or imminent conduct that may lead to material damage to Sligro Food Group's reputation or financial situation;
- h. actual or imminent deliberate suppression, destruction or manipulation of information or facts relating to irregularities in a. to g.

3.3. Open communications between Employees and Managers

None of the above should discourage open communication between Employees and Managers. All Employees and Managers are asked to discuss openly any areas of concern that do not immediately qualify as a Breach so that the appropriate action can be taken as required.

4. REPORTING

4.1. 1 Basis: confidential report to the Compliance Officer

If any Employee reasonably believes that a Breach has occurred, is occurring or will occur, he/she is asked to report it directly and frankly to the Compliance Officer. The Compliance Officer's contact details are available in the Corporate Governance section on the website www.sligrofoodgroup.nl. A report must be properly supported and accompanied by any available documentation.

An anonymous report may hinder or complicate the investigation such that suitable steps cannot be taken. Consequently, Employees are asked to make a report anonymously only in extremely exceptional circumstances. In this context, please see confidential treatment as referred to in article 6.4.

4.2. Exceptions: report to the chairman of the Executive Board or the chairman of the Supervisory Board

Notwithstanding article 4.1, if a Breach involves an action or omission of the Compliance Officer, the Employee should report it to the chairman of the Executive Board. In this context, omission includes a refusal to investigate a particular report.

Notwithstanding article 4.1, if a Breach involves an action or omission of the Executive Board or a member of the Executive Board, the Employee should report it to the chairman of the Supervisory Board. In this context, omission includes a refusal to investigate a particular report.

4.3. Publicity

Except where there is a legal duty to provide information, Employees must not engage in any form of internal or external publicity with respect to a Breach they have reported or wish to report unless the Compliance Officer, the Executive Board and the chairman of the Supervisory Board have refused to investigate the matter.

5. CONSEQUENCES OF A REPORT

5.1. No consequences

An Employee who makes a report in accordance with this Scheme based on reasonable knowledge of a Breach may not be dismissed, demoted, suspended, threatened or disadvantaged in his/her employment conditions or legal position nor be subject to any other reprisal as a result of making a report.

If the Employee him/herself has derived or will derive any personal benefit from a Breach, the Executive Board will consider this and may take measures against that Employee.

5.2 Active prevention of threats or reprisals by Sligro Food Group

Sligro Food Group will not tolerate threats, reprisals or other action against an Employee who has made a report based on reasonable knowledge. If, nevertheless, there are such threats, reprisals or action, the Employee must report this immediately to the Compliance Officer.

5.3 False reports

Sligro Food Group will not accept an Employee making a report of a Breach that he/she knows or reasonably ought to know is false. Such a false report may have adverse employment-law or other consequences for that Employee, who, furthermore, may be held liable for damage suffered or that will be suffered as a result of such false reporting by Sligro Food Group or a person affected by the report.

6. OBLIGATIONS OF SLIGRO FOOD GROUP

6.1. Period for dealing with a report

Sligro Food Group will treat a report of a Breach seriously, confidentially and quickly. The aim is that the Employee will be given a substantive response and notified of any action to be taken as a result of the report within eight weeks. If the response cannot be issued within eight weeks, the Employee will be notified accordingly and given an indication of when he/she can expect a response.

6.2. Third-party investigation

Suspected fraud or theft and questionable bookkeeping practices will be investigated by a qualified person appointed by the Executive Board or the Supervisory Board depending on the nature and content of the reported Breach.

6.3. Co-operation by Sligro Food Group

Sligro Food Group will cooperate fully and assist those investigating the accuracy of a report and all those appointed in that context.

6.4. Confidentiality and privacy

Sligro Food Group will as far as possible treat all reports of a Breach confidentially, respecting its duty of care. Sligro Food Group shall, in this regard, comply with the provisions of the Data Protection Act. The privacy of the Employee and others involved within Sligro Food Group will be protected as far as possible.

6.5. Notification of investigation

If an investigation is started into a person within Sligro Food Group as a result of a report, that person will be notified as soon as reasonably possible and desirable.

7. OTHER

7.1. Approval by the Supervisory Board and agreement of the Works Council

This Scheme will come into force after approval by the Supervisory Board and the agreement of the Works Council and may be amended from time to time by the Executive Board following the agreement of the Works Council and Supervisory Board. This Scheme is valid for an indefinite period unless the Executive Board reaches the conclusion following an evaluation that it should be amended or terminated.

7.2. Departures

The Compliance Officer, Executive Board or Supervisory Board may on occasion decide to depart from parts of this Scheme if this is reasonably necessary by a justified interest of Sligro Food Group.

7.3. Decision of the chairman of the Supervisory Board

The decision of the chairman of the Supervisory Board will be final in the event of uncertainty or a difference of opinion on the meaning of any provision in this Scheme.

7.4. Governing law; competent court

This Scheme will be governed by the laws of the Netherlands. The Dutch courts will be exclusively competent to decide a dispute arising as a result of or in connection with this Scheme (including disputes concerning its existence, validity or termination).

7.5. Invalidity

If any provision in this Scheme is or becomes invalid, this will not affect the validity of the remaining provisions. The Executive Board may replace the invalid provisions with valid ones whose effect is as far as possible consistent with the content and aim of the provisions to be replaced.

7.6. Publication on the website

The Scheme will be placed on the website of Sligro Food Group.