



**Whistleblowing Policy of**  
**EMAG Magyarország Limited Liability Company**  
*v1.1; effective date: 28 June 2024*

## 1. GENERAL PROVISIONS

1.1 This Whistleblowing Policy (the “**Policy**”) has been issued in accordance with Hungarian Act XXV of 2023 on complaints, disclosures in public interest, and related rules on reporting abuses (“**the Complaints Act**”) establishes the internal reporting procedure applicable to EMAG Magyarország Limited Liability Company („eMAG”) regarding Breaches mentioned at point 1.2. below.

For the sake of clarity, this Policy will not be used to:

- report events that represent an immediate threat to the life or property (insofar as emergency assistance is required, the single emergency number will be dialed or the competent authorities will be contacted, as the case may be);
- making individual petitions or complaints in relation to individual labor conflicts (in this case, the dedicated procedure provided by eMAG’s Internal Regulations will be used);
- complain as a consumer regarding orders placed, returns, etc. what can be transmitted through the Customer Support channels available on the website <https://www.emag.hu/>;
- submission of requests, pursuant to European Regulation 679/2016 - GDPR, as a data subject. For such requests, please consult the eMAG Privacy Notice;
- make false allegations or raise concerns other than in good faith.

1.2 Breaches that could be reported using the reporting channels mentioned at point 4.3.1 below, include deeds consisting of an action or inaction that represent:

- (i) acts of fraud, acts of bribery or corruption;
- (ii) breaches of prevention of money laundering and terrorist financing law, applicable export control and sanctions laws;
- (iii) breaches of competition law issued at local level;
- (iv) breaches of environmental, health and safety regulations;
- (v) breaches of human rights;
- (vi) non-compliance with the legal provisions, concerning the following areas: public procurement; financial services, products and markets; product safety and compliance; transport safety; radiological protection and nuclear safety; food and feed safety, animal health and welfare; consumer's protection; protection of private life and personal data and security of computer networks and systems,
- (vii) breaches affecting the financial interests of the European Union, as referred to in Art. 325 of the Treaty on the Functioning of the European Union and as detailed in the relevant measures of the European Union, breaches related to the internal market, referred to in Art. 26 para. (2) of the Treaty on the Functioning of the European Union, including breaches of the European Union rules on competition and state aid, as well as breaches related to the internal market in terms of acts that infringe the rules on corporate taxation or mechanisms whose purpose is obtaining a fiscal advantage in conflict with the object or purpose of the law applicable in the matter of company taxation,
- (viii) even if they do not represent breaches of the law:

- a) breaches of the Code of Conduct or of any other internal policies and procedures, including those applicable at the level of the group of companies to which eMAG belongs.
  - b) potential or actual conflicts of interest;
  - c) cases of discrimination or harassment, of any type and based on any criteria;
  - d) breaches of confidentiality, misuse of confidential information;
  - e) improper financial and non-financial records;
  - f) improper use of eMAG's resources;
  - g) abusive use of privileged information.
- (ix) retaliation against any Whistleblower, the Designated Person or Investigation Team member,
- (x) any circumstance relative to the remedy or removal of which is in the legitimate interest of eMAG or in the interest of eMAG's business or to eliminate a violation of law relating to eMAG's activities or a threat to public safety, public health or the environment.

**1.3** eMAG restates its commitment to maintain the highest level of ethics, having zero tolerance for any Breaches.

**1.4 This Policy is applicable:**

(a) to **eMAG employees**, regardless of the type of individual employment contract concluded with eMAG (fixed-term/indefinite employment, part-time/full-time employment, teleworking) and/or of the position held by employees, temporary employees, employees delegated and/or seconded to eMAG's offices;

(b) to **persons who carry out an independent activity**, within the meaning of Article 49 of the Treaty on the Functioning of the European Union and **have collaboration contracts with eMAG**;

(c) to **shareholders, persons part of the management, administrative or supervisory bodies of eMAG**,

(d) to **volunteers and interns (paid or not)**;

(e) to **any person working under the supervision and direction of eMAG's contractors, subcontractors and suppliers**;

(f) to **persons whose working relations are not yet started** and make reports using internal or external reporting channels or disclose public information regarding violations of the law obtained during the recruitment process or other pre-contractual negotiations or in the event that working relation or the service relationship has ceased;

(g) to persons who report or publicly disclose information about violations of the law anonymously.

(collectively "**Recipients**" and/or "**Whistleblowers**").

**1.5** This Policy is communicated to the Recipients by e-mail, on eMAG's intranet, as appropriate and is displayed at eMAG's headquarters. This Policy is also published on eMAG's website.

Any amendment to this Policy will be brought to the attention of the Recipients. We reserve the right to update and amend this Policy to reflect any changes in the way we process Reports or any changes in legal requirements. In case of any such change, we will display the modified version of the Policy on our website, respectively we will publish it within the organization.

## 2. DEFINITIONS

2.1 For the purposes of this Policy, the terms below have the following meaning:

- **Breaches** - deeds mentioned at point 1.2. above.
- **Information or Information related to Breaches** - information, including reasonable suspicions, regarding actual or potential Breaches that have occurred or are likely to occur within eMAG, where the Whistleblower either currently operates or has carried out its activity in the past or with which it is or has been in contact through its activity, as well as information regarding attempts to conceal such Breaches;
- **Reporting** - the oral or written communication of Information, regarding any act that constitutes a Breach;
- **Internal reporting** - the oral or written communication of Information regarding Breaches within eMAG. Internal reporting is carried out in accordance with this Policy, through the channels made available for reporting Breaches, these representing the internal reporting channel mentioned at point 4.3.1.;
- **External reporting** - the oral or written communication of Information regarding Breaches to competent authorities.
- **Public disclosure** - the provision, in any way, in the public space of Information regarding Breaches;
- **Whistleblower** - natural person who Reports or Publicly Discloses Information regarding Breaches, obtained in the context of its professional activities;
- **Facilitator** - the natural person who assists the Whistleblower in the reporting process;
- **Professional context** - professional activities, current or previous, of any nature, remunerated or not, carried out within eMAG, on the basis of which individuals can obtain Information regarding Breaches;
- **Data Subject** - the natural or legal person mentioned in the Report or in the Public Disclosure, as the person to whom the Breach is attributed or with whom that person is associated;
- **Retaliation** - any action or omission, direct or indirect, occurring in a professional context, which is determined by internal or external reporting or Public Disclosure and which causes or may cause damage to the Whistleblower;
- **Follow-up Actions** - any action undertaken by eMAG or by the competent authority to assess the accuracy of the statements in the Reporting and, where appropriate, to remedy the reported Breach;
- **Information** - sending to the Whistleblower some information regarding the actions considered or undertaken as Follow-up Actions and the reasons for such actions;
- **Investigation Team** – any members of internal departments within eMAG from whom the Designated Person requests assistance in reviewing the Reporting and conducting

Follow-up Actions. The members of the Investigation Team shall act in accordance with the instructions of the Designated Person and shall ensure that the protection of the identity of the Whistleblower and the confidentiality requirements of this Policy are maintained and that no one discloses the identity of the Whistleblower or the circumstances of the Reporting to anyone not authorized to receive a Reporting.

- **Designated Person**– the whistleblower protection lawyer designated and engaged by eMAG in charge with the receipt, registration, review and settlement of Reporting, as well as with undertaking Follow-up Actions; provides legal advice to the reporting person in connection with the Reporting, maintains contact with the Whistleblower and, if necessary, request information and clarification from him/her to investigate the Reporting, upon its request, inform the Whistleblower in writing of the events relating to the Reporting, in particular of the outcome of the investigation initiated on the basis of the report, the Follow-up Action taken by eMAG or the refusal to conduct an investigation.

Depending on the Breach reported, the Designated Person may involve Investigation Team members or other people within eMAG or consultants of eMAG in order to review the Reporting and carry out Follow-up Actions, if needed. The Designated Person acts impartially and is independent in the exercise of its duties, according to this Policy and the legislation in force and cannot be instructed in the context of the fulfillment of his duties.

### 3. GUIDELINES

- (a) *The principle of legality* – eMAG observes the fundamental rights and freedoms, according to the law;
- (b) *The principle of responsibility* - the Whistleblower has the obligation to submit data or information regarding the facts reported;
- (c) *The principle of impartiality* - Reporting is reviewed and settled objectively, regardless of the beliefs and interests of the Designated Person;
- (d) *The principle of good administration* – Our activity is carried out professionally, in conditions of efficiency and effectiveness in the use of resources, in the achievement of the general interest.
- (e) *The principle of balance* - no person can avail of the applicable legal provisions to reduce the disciplinary sanction for a more serious deed that is not related to the Reporting;
- (f) *The principle of good faith* - the Whistleblower has reasonable grounds to believe that the Information is true.

### 4. REPORTING MANAGEMENT PROCEDURE

- 4.1 eMAG encourages good faith reporting of Breaches of which Whistleblowers become aware. eMAG also encourages the reporting of those situations where the Whistleblower has reason to believe that a Breach is imminent, not just when the Breach has already occurred. Furthermore, Whistleblowers are encouraged to report as soon as possible, ideally when the Breach is preventable and before the situation escalates.

Notwithstanding the foregoing, Reporting is voluntary and does not involve providing financial or other benefits to the Whistleblower.

- 4.2** Whistleblowers will take into account the fact that Reporting on Breaches will be mainly done through the current internal reporting channel, the Whistleblower having the possibility to choose between this local internal reporting channel, the reporting channel available for (central) notifications to eMAG Group companies and the external reporting channels, under the Complaints Act.
- 4.3** Form and content of reporting
- 4.3.1 Reporting is done either in the Hungarian or in the English language, in one of the following channels:
- (a) in writing, *by contacting the Designated Person by postal mail* (Orbán Law Office, 1023 Budapest, Veronika utca 4.) or by e-mail at [emag@orbanlaw.hu](mailto:emag@orbanlaw.hu);
  - (b) verbally, *by communication with the Designated Person on the following non-recorded phone line: +36-20-353-7668* during normal business hours (i.e., business days between 9:00 and 17:00)
  - (c) through a *face-to-face meeting with the Designated Person* organized within a reasonable period of time, upon the request of the Whistleblower - in which case the Designated Person has the obligation to draw up a recording minutes, according to the applicable legal provisions. The Whistleblower who wants to set up a physical meeting with the Designated Person, shall send an email to the address [emag@orbanlaw.hu](mailto:emag@orbanlaw.hu) in order to be organized.
- 4.3.2 The Reporting, regardless of the method, must include, at least, the following: the name and surname, the contact details of the Whistleblower, the professional context in which the information was obtained, the Data Subject, if known, the description of the fact likely to constitute a Breach as defined above and, where applicable, evidence in support of the Reporting, date and signature, where applicable.
- 4.3.3 Reporting can also be done anonymously. In this case, the Reporting that does not contain the full name, contact information or signature of the Whistleblower will be examined and resolved to the extent that it contains substantial indications of a Breach.
- 4.3.4 Regardless of the reporting channel chosen, eMAG will need the Whistleblower to provide as much information and detail as possible to enable the Designated Person to properly review the Report.
- 4.3.5 Reporting is kept for the period provided by law, in compliance with the applicable legal requirements, and after the expiry of the legal retention period, it is destroyed, regardless of the medium on which it is kept.
- 4.3.6 If a person makes several reports with the same object, these are connected. If, after sending it, a new Reporting is received with the same object, without presenting additional information to justify a different Follow-up Action, it is filed away.
- 4.4 Preliminary measures**
- 4.4.1 Upon receipt of a Reporting by the Designated Person will confirm the receipt of the Reporting to the Whistleblower, within no more than 7 calendar days from its receipt.
- 4.4.2 The Reporting will be registered in a register kept in electronic format.

## 4.5 Refusal of the Reporting

The Designated Person may decline the Reporting and refuse or terminate the investigation with the justification below, which must be disclosed to the Whistleblower with the reasoning for such action and the available legal remedies if:

- (a) the Reporting was made by a Whistleblower who is anonymous or otherwise cannot be identified;
- (b) the Reporting was not filed by a Whistleblower entitled to submit a Reporting under this Policy;
- (c) the Reporting is a repeated Reporting by the same Whistleblower with the same content as the previous Reporting; or
- (d) the prejudice to the public interest or to an overriding private interest would not be proportionate to the restriction of the rights of the natural or legal person concerned resulting from the investigation of the Reporting.

## 4.6 Reporting investigation

- 4.6.1 The investigation will begin with a preliminary analysis of the Reporting, carried out by the Designated Person based on the information provided by the Whistleblower and evaluation if the Reporting shall be refused under item 4.5 of this Policy. The Designated Person will take a carefully weighed, substantiated decision regarding the severity of the suspected Breach, whether the Reporting constitutes a cause of action, and the degree to which the Reporting justifies taking further steps. The decision will be recorded in writing and added to the case file.
- 4.6.2 The Designated Person can only investigate a Reporting properly if it contains enough information or if there is an opportunity to obtain more details. To the extent necessary/useful for the investigation of the Reporting, the Designated Person may request the Whistleblower to provide clarification or additional information insofar as this is available.
- 4.6.3 After reviewing the Report and conducting a risk assessment on the severity of the reported Breach, the Designated Person will determine the composition of the Investigation Team and the circumstances required to ensure the confidentiality of the Whistleblower and the investigation. The Investigation Teams shall act and perform investigation steps in line with the directions of the Designated Person.
- 4.6.4 When a Reporting involves serious suspected Breach that could materially affect eMAG (or its continuity of operations), or could result in serious reputational harm, the Designated Person will formulate an investigation plan.
- 4.6.5 The Designated Person is authorized to conduct the investigation of the Reporting (and clarification of the underlying circumstances) or to cause such investigation to be conducted by Investigation Team members or any other department within eMAG. This investigation may, depending on the situation, consist of hearing parties involved, bystanders or other parties who may be able to shed light on the case, as well as a financial audit, audit of documents, and a forensic audit. With regard to independence and objectivity of the investigation, the Designated Person shall prepare a report regarding all of the activities and findings relating to the investigation, and these will be included in the case file.
- 4.6.6 Upon opening of the investigation, the Designated Person must inform the reported person (including any person materially affected by the allegations in the Reporting) in detail about the allegation in the Reporting, its rights and terms of processing of his or her data. In

accordance with the fairness principle, the Designated Person shall ensure that the reported person can express his or her views on the allegations through involving a legal representative and that he or she can provide evidence in support of those views. In exceptionally justified cases, the Designated Person may decide to delay the reported person's notification if an immediate notification would prevent the investigation of the Reporting. The reason for delaying the notification must be recorded in the case files.

- 4.6.7 In the context of the investigation, the Designated Person may request assistance from any internal departments within eMAG and such departments have an obligation to cooperate. When engaging other eMAG employees other than the Investigation Team, the Designated Person must safeguard the maintenance of the Whistleblower's anonymity and confidentiality requirements that none of these eMAG departments disclose the identity of the Whistleblower.
- 4.6.8 If, after careful consideration, the Designated Person decides that the Reporting does not merit further investigation, it will formulate a decision stating the grounds for declining to take further action on the Reporting. The Designated Person may at any time declining to take further action and terminate the investigation if it can establish with reasonable certainty with regard to the Report that any reason for the Refusal of the Investigation is given.

#### **4.7 Follow-up actions and conclusion**

- 4.7.1 If the Reporting does not lead to an official investigation (e.g. disciplinary investigation, notification to the competent authorities, etc.), the Designated Person will assess what other measures are appropriate in the given situation.
- 4.7.2 If the Reporting leads to an official investigation (e.g. disciplinary investigation, reporting to the competent authorities, etc.) this will be carried out in accordance with the legal provisions and the applicable internal rules.
- 4.7.3 In this regard, the Designated Person will diligently carry out the Follow-up actions and inform the Whistleblower about the status of these actions within no more than 3 months from the date of the confirmation of receipt or, in the event that the receipt of the report has not been confirmed, from the expiry of the 7-day period from the receipt of the Report, as well as afterwards, whenever developments are recorded in the implementation of the Follow-up actions, unless the information could jeopardize their implementation.
- 4.7.4 The Whistleblower will be informed in writing by or on behalf of the Designated Person of the conclusions regarding the suspected Breach. This notification will be made within a period of 30 days from the confirmation of the receipt of the Reporting. If the Designated Person is unable to notify the Whistleblower of its conclusions within the 30 days period counted from the expiry of the 7-day period from the receipt of the Reporting, it will notify the Whistleblower of that fact as soon as possible, by informing the Whistleblower about when it can reasonably expect to be provided with information about the conclusions that date should not exceed 3 months in total.

### **5. OBLIGATION OF CONFIDENTIALITY AND PROHIBITION OF RETALIATION**

- 5.1** eMAG will not tolerate any form of Retaliation against any person who, in good faith, makes a report in accordance with this Policy.
- 5.2** Whistleblowers are protected against retaliation or punishment as follows:

5.2.1 The identity of the Whistleblower will be protected, and confidentiality ensured



according to this Policy and eMAG's internal rules.

- 5.2.2 The identity of the Whistleblower will not be disclosed by the Designated Person outside the Investigation Team, nor the information that would allow his/her identification (directly/indirectly), except when the Whistleblower expressly consents to such disclosure.
- 5.2.3 By way of exception to the provisions above, the identity of the Whistleblower and any other information provided can be disclosed only if this is an obligation imposed by law, in compliance with the conditions and limits provided by it.
- 5.2.4 In the case provided for in par. 5.2.2., the Whistleblower is informed beforehand, in writing, about the disclosure of the identity and the reasons for the disclosure of the confidential data in question. The obligation does not exist if the information would jeopardize investigations or legal proceedings.
- 5.2.5 The information contained in the reports that constitute trade secrets cannot be used or disclosed for purposes other than those necessary for the resolution of the report.
- 5.2.6 The obligation to maintain confidentiality does not exist if the Whistleblower in the public interest has intentionally disclosed his identity in the context of a public disclosure.

## **6. MEASURES FOR PROTECTING THE WHISTLEBLOWER AND THE DESIGNATED PERSON**

- 6.1 The Whistleblower reporting and/or publicly disclosing information is protected if the legal requirements are met.
- 6.2 The Whistleblower reporting or publicly disclosing information does not breach the legal provisions or contractual clauses regarding the disclosure of information and is not liable for the Reporting or Public Disclosure of such information, provided that it has reported or publicly disclosed under the conditions of this Policy and applicable law and had reasonable grounds to believe that the Reporting or Public Disclosure was necessary to disclose a Breach.
- 6.3 The independent status of the Designated Person and Investigation Team members must be ensured by anyone at eMAG or acting on behalf of eMAG therefore the Designated Person and Investigation Team members shall not be summoned by any manager, representative of eMAG, board member, etc. in order to reveal the identity of the Whistleblower. eMAG prohibits and will not tolerate any form of retaliation towards the Designated Person and Investigation Team members. Retaliation occurs when an employer or someone acting on behalf of eMAG takes a materially adverse action against the Designated Person or the Investigation Team member in or outside of eMAG because the Designated Person or the Investigation Team member acted in line with this Policy. Retaliatory actions may include: termination, demotion, reprimands, or threats; changes in working conditions; reductions in compensation or status; or exclusion from participating in activities that contribute significantly to professional or educational advancement that otherwise would be available. Retaliatory actions may also include making false reports to government authorities, filing a civil action, requiring re-verification, or taking adverse action against a family member.
- 6.4 The provisions regarding the protection of the identity applicable to Whistleblowers, provided in this Policy and in the applicable legislation, apply equally to Facilitators and other parties

protected by law.

## **7. PERSONAL DATA PROCESSING**

Any processing of personal data in the application of this Policy is carried out in accordance with internal rules and applicable legal regulations. Each eMAG and the Designated Person acts as an independent controller of personal data processed in connection with this Policy.

## **8. FINAL PROVISIONS**

- 8.1** eMAG will monitor the implementation of this Policy, review it as necessary, in accordance with changes in applicable legislation or to take any measures deemed necessary to ensure its effectiveness.
- 8.2** Abusive use of the reporting channel is a violation of the rules of conduct applicable at the eMAG level, it is considered a disciplinary offense and will attract the consequences according to the applicable legal provisions, respectively it may lead to the exercise of the rights conferred by the applicable legislation, at a general level.
- 8.3** The provisions of the Policy are duly supplemented with the provisions of the applicable legislation, as well as with other internal rules in force at the level of eMAG.

\*\*\*\*\*