



Walgreens Boots Alliance Business Partner Declaration of Compliance

November 2020

WBA is committed to sourcing quality merchandise and services and developing partnerships with suppliers who share common principles of fair and honest trading and who demonstrate a commitment to maintain satisfactory working conditions, comply fully with all legal requirements and with the labor, health and safety standards of those countries in which processes take place.

Procurement decisions are made on the basis of ethical standards, quality, service, price, delivery, best value and other similar factors. We will observe high ethical standards in all our dealings with suppliers. Any corrupt, improper or unethical behavior in dealings with suppliers is prohibited.

In this document, we set out our core principles of ethical trading, and we expect our suppliers and their subcontractors to uphold the same or similar principles.

Action required:

- Read the following information;
- Sign below to confirm you have your own policies and procedures in place that, at a minimum, meet these requirements.

Part 1:

1.1 Core Principles of Ethical Trading

- **Laws and Regulations** - we will comply with the applicable laws and regulations of all the countries where we do business.
- **Discrimination, harassment and retaliation** – we are opposed to discrimination in any form. There must be no discrimination or harassment during recruitment or employment. Suppliers must not retaliate against workers following grievance procedures or for otherwise opposing an unlawful employment practice.
- **Terms and Conditions of Employment** – we will respect human rights, fair treatment and freedom of association. Everyone has the right to choose where, for whom and in what position they choose to work and when to leave a job.
- **Wage and benefits** – we will give fair wages and working hours. Everyone has the right to be paid fairly for the work that they do, and to work reasonable hours. We expect that all workers are allowed at least one day off in a seven-day period or at least two days off in any fourteen-day period.
- **Age** – we will adhere to applicable labor laws on minimum age for work. If there is no applicable law or regulation relating to minimum age for work, suppliers must not employ any worker less than 15 years of age, in line with International Labor Organization Conventions on Child Labor. Young people under 18 must not be expected to carry out activities that are potentially hazardous or harmful to their health, safety and development.
- **Health and safety** – we will adhere to all applicable health and safety laws and regulations. We expect suppliers to ensure that workers work in safe conditions and that employer-provided living quarters are safe, hygienic and do not compromise the dignity of workers. We promote a positive health and safety culture.
- **Sustainable development and environmental protection** – we recognize our responsibility to the environment and seek ways to operate sustainably without damaging the environment.

1.2 Zero Tolerance Violations

We have a zero-tolerance approach for serious violations of our core principles of ethical trading including, without limitation, in relation to child labor, indentured/forced labor, corporal punishment, slavery and human trafficking and acts of bribery ("Zero Tolerance Violations"). We will terminate our relationship with any supplier that commits a Zero Tolerance Violation.

1.3 Openness to Ethical Trading Standards Assessment and Audits

We expect suppliers to be open and transparent about, and during our assessment of, their ethical trading standards.

1.4 Management Systems

We expect suppliers to maintain an effective management systems and complete sets of records in order to be able to demonstrate that it adheres to the core principles set out in this statement.

Part 2:

Insider Trading Laws

In furtherance of its commitment to ethical conduct and to promote compliance with applicable securities laws, Walgreens Boots Alliance, Inc. (including its subsidiaries, collectively "WBA") reminds all WBA suppliers of their obligations under national, federal and state insider trading laws as it relates to information that suppliers may receive in the course of their provision of goods or services to WBA.

WBA requires that all suppliers comply with national, federal and state securities laws and have appropriate policies and procedures in place that are reasonably designed to ensure compliance with insider trading laws by the supplier's employees and other agents who may have access to material, non-public information regarding WBA in the course of their interactions with WBA.

We require suppliers to acknowledge the obligations of your company and its employees and other agents under applicable insider trading laws and to certify that your company has appropriate policies and procedures in place that are reasonably designed to ensure compliance with such laws.

Part 3:

Privacy of Personal Information

We are committed to protecting the privacy and confidentiality of the personal information of our customers and employees. Such personal information may only be collected, accessed, used, disclosed, transferred and maintained (collectively, "Processed") in a secure, ethical manner and in accordance with the terms of any contract between us and all applicable laws and regulations ("Privacy Laws"). We only permit Processing of personal information in accordance with the foregoing principles, and if necessary, for authorized business purposes, and we strictly prohibit the Processing of such information for personal knowledge or gain. You confirm you will not pass personal information to a third party without prior specific or general written authorization from us. You therefore warrant and undertake that you will only Process personal information you obtain from us or on our behalf in a secure manner, in accordance with all applicable Privacy Laws, and only as necessary to provide authorized services to us. You further warrant and undertake that you have and shall maintain adequate policies, technical and organizational measures, procedures and processes, including workforce training, to protect the privacy and security of the personal information of our customers and employees and to ensure that you only Process such information as provided in this Declaration of Compliance (or as otherwise agreed in writing by us from time to time). At the end of the provision of services we will decide whether the personal information should be deleted or returned to us, and that you will delete any existing copies unless you have a legal obligation to store such personal information

☐ Please tick this box if you are Processing "Personal Data" (as defined by the General Data Protection Regulation 2018 or the California Consumer Privacy Act 2020) as part of the contracted services. If you have ticked this box, please complete the Record of Data Processing form on page 5.

Part 4:

Anti-Corruption and Bribery

4.1 Definitions

Bribery and **Bribes** are defined as an offer or promise to provide, providing, or the authorization to provide Something of Value (as defined below), whether directly or indirectly, for an improper purpose.

Government and **Government Official** are broadly defined under this Policy in a manner that may be broader than it is defined under local law. Government includes all levels and aspects of government from national to local municipal governing bodies. For purposes of this Policy, Government Officials may include not only Government employees and agents, but also employees of companies or instrumentalities that are wholly owned (or sometimes partially owned) or controlled by a Government. State-owned utilities, universities, and hospitals are examples of Government instrumentalities. This definition also includes members of political parties or candidate for political office and employees or representatives of public international organizations (e.g., the International Red Cross). An official does not need to be at the "top" to be defined as a Government Official. Officials at all levels of seniority can qualify as a Government official for the purposes of this policy. For purposes of this Policy "Government" includes all levels and aspects of Government, from national to local municipal governing bodies.

Improper purposes include influencing any act or decision of a Government Official or private party or to secure any other improper advantage in order to obtain or retain business. Improper purposes also include inducements or rewards for obtaining favorable treatment, and gaining any commercial, contractual, regulatory or personal advantage. A Bribe is also the act of receiving something of value under similarly improper circumstances.

Something of Value is a broadly defined, and includes, but is not limited to, money; gifts; hospitality/entertainment, travel, payment of expenses, the transfer of stock, or any other property; providing services of any type; loans, or the assumption of a debt or release from the obligation to pay a debt; or any other transfer of goods, services, or tangible or intangible objects. The payment need not be tangible or have commercial value, and a payment of even a token amount is strictly prohibited as long as it could have value to the donor or recipient and is offered or given with the requisite corrupt intent.

4.2 Core Principle: Prohibition of Bribes and Bribery

Walgreens Boots Alliance, Inc. and its subsidiary companies (collectively, “WBA” or the “Company”) strive to maintain high ethical standards. To that end, WBA policy prohibits Bribery in any form, directly or indirectly, regardless of differing business cultures and traditions in the various locations where WBA conducts business. This prohibition extends not only to Bribery involving Government Officials, but also to Bribery involving private parties (“Commercial Bribery”).

The Company requires its employees and others doing business with and on behalf of WBA, including its consultants, agents, intermediaries, external advisors and representatives, to comply with all applicable ABAC laws and other regulations that prohibit Bribery, solicitation of Bribery and the payment of kickbacks (“ABAC Laws”). Specifically, ABAC Laws include the US Foreign Corrupt Practices Act (“FCPA”), US Anti-Kickback Statute, the UK Bribery Act (the “UKBA”), and any other ABAC-related law, regulation, rule or order that applies in any location where WBA conducts business. In particular:

- WBA will not (directly or indirectly) offer, promise, authorize, facilitate, or give a Bribe or other improper payment (including facilitation payments) to a private individual, company or Government;
- WBA will not (directly or indirectly) agree to receive or accept a Bribe or other improper payment; and
- WBA's business activities will be managed in full compliance with this Policy, including the associated processes and Procedures referred to in or which implement this Policy.

Examples of Bribery may include, but are not limited to, the following:

- A payment made to or on behalf of an employee of a potential customer or third-party to ensure WBA secures a specific contract or tender; or
- An offer of employment made by a supplier to a relative of a WBA employee, on the condition that WBA continues to do business with that supplier; or
- A payment or other benefit provided to a local health minister to secure the right to supply to Government pharmacies; or
- Lavish or otherwise inappropriate hospitality provided to local officials to obtain business or licenses for WBA products.

Bribery is illegal, and we continue to adopt an approach of zero tolerance to bribery and corruption. You therefore represent, warrant and undertake that:

- You (and your owners, affiliates, partners, officers, directors, employees and agents): (i) will not engage in Bribery or otherwise act in any manner contrary to applicable ABAC Laws (ii) will not cause WBA or any of WBA's affiliates, partners, officers, directors, employees or agents to engage in Bribery or otherwise act in any manner contrary to applicable; or (iii) engage in any activity, practice or conduct which could implicate WBA in an offense under any ABAC Laws;
- You have, and shall maintain in place, adequate procedures designed to prevent any person from undertaking any conduct that would give rise to an offense under any ABAC Laws;
- You shall keep accurate and detailed books, accounts, and records on all business activity conducted pursuant to your relationship with us; and
- from time to time, and with reasonable request, you shall confirm in writing that you have complied with these undertakings and shall provide access to such people and/or information reasonably requested by us in support of such compliance

For and on behalf of I confirm that we can meet the same or similar requirements, agree to give the representations, warranties and undertakings, as detailed in the standards above, and that I have authority to sign this document on behalf of my company.

Signature.....

Name.....

Job Title

Date.....



Record of Data Processing

(Please attach additional sheets as necessary)

Name and contact details of Supplier

Including DPO details if also acting as a Data Controller:

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Name of WBA entity: Internal Information and to be completed by Walgreens Boots Alliance

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Date of completion of this record:

Purpose(s) of Processing

The personal data transferred will be subject to the following basic processing activities (please specify the scope, nature and purpose of processing e.g. describe the nature of the services relating to personal data):

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Categories of Data subjects

The personal data transferred concern the following categories of data subjects (please specify e.g. customers, patients, employees, etc):

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Categories of Personal Data

The personal data transferred concern the following categories of data (please also specify and state whether any sensitive or "special category" personal data is processed e.g. race, ethnic origin, political opinion, religious beliefs, trade union membership, genetics, biometrics, health, sex life, sexual orientation etc):

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Categories of Recipients of Personal Data

The personal data transferred will be to the following categories of recipients:

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Details of Transfers to Third Parties

The personal data transferred to any third parties including the transfer mechanism safeguards in place:

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Retention Schedule

The personal data transferred will be subject to the above processing activities for (please specify period of time):

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Technical and Organisational Security Measures:

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