

## **The Puratos Supplier Code of Conduct**

*In everything we do, we aim to be close to people: to bakers, pastry chefs and chocolatiers around the world, to the people we work with at Puratos, to our suppliers and other business partners, and to the local communities where we are active. Over the years, we have developed a Puratos way of acting, based on trust and on our company values.*

Ethical trading is at the heart of public awareness. Ethics is also one of Puratos's core values. This is why we are confirming our commitment to ethical trading, as set out below.

### **1. Introduction to the Puratos Supplier Code of Conduct.**

#### **1.1. Purpose**

The Puratos Supplier Code defines the non-negotiable minimum standards that we ask our suppliers to respect and to adhere to when conducting business with Puratos. This document supports the continued implementation of our commitment to international standards such as the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, the Core Conventions of the International Labour Organisation (ILO) and the 10 principles of the United Nations Global Compact. These standards go beyond our own operations to cover every link of our upstream supply chain back to farmers and plantations.

#### **1.2. Scope**

The standards of the Code set forth expectations for the supplier with whom Puratos does business, including their parent, subsidiary or affiliate entities, as well as others with whom they do business including all their employees (including permanent, temporary, contract agency and migrant workers), upstream suppliers and other third parties. It is the supplier's responsibility to disseminate, educate and exercise diligence in verifying compliance with this Code among its employees, agents and suppliers, including farmers where relevant.

#### **1.3. Compliance**

Puratos expects the supplier to adhere to all applicable laws and regulations and in particular related to the pillars detailed in this Code, and to strive to comply with international and industry standards and best practices.

#### **1.4. Application**

Acknowledgement of the Code is a pre-requisite in every Puratos contract for supply. Through acceptance of the Purchase Order, the supplier commits that all its operations are in compliance with the provisions contained in this Code. This Code, or proof of compliance to it, does not create any third-party beneficiary rights for the supplier. The standards of the Code are in addition to, and not in lieu of, the provisions of any legal agreement or contract between suppliers and Puratos.

## **2. The 4 pillars of the Puratos Supplier Code of Conduct**

### **2.1. Human and business rights**

Puratos believes that the protection of human rights throughout its supply chain is a critical part of its mission. Puratos is guided by the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. As a minimum, Puratos expects the supplier to uphold these standards.

- ❖ The supplier provides regular employment for its people, based on a recognized and formalized relationship. The contracts offered are always in line with, or better than, what national employment law and national social security practices require.
- ❖ Workers are entitled to a contract of employment that is written in a language they understand or to a full and accurate translation.
- ❖ The supplier is committed to eradicate slavery, any forms of forced labour and the employment of persons in hazardous situations.
- ❖ All forms of unlawful employment or exploitation of children are prohibited.
- ❖ No individuals are hired under the age of 16 or under legal age of work or compulsory schooling, whichever is higher. This guidance is subject to exceptions recognized by the International Labour Organization (Art. 2.4. of the ILO convention 138).
- ❖ Individuals under 18 years of age are not hired for positions that include hazardous work or that interfere with normal educational activities.
- ❖ Where applicable, child protection measures are in place to ensure that children suffer no harm, exploitation, or abuse as a result of the activities of workers in the workplace or in employer-provided housing or transport.
- ❖ There is no discrimination in the workplace regarding hiring, compensation or retirement benefits as a result of ethical background, class, religion, culture, age, disability, gender, marital status, sexual orientation, political affiliation or nationality.
- ❖ The supplier does not allow any form of physical or psychological abuse within the workplace. Sexual harassment, verbal abuse and other forms of intimidation are totally prohibited and, should they occur, will be severely sanctioned.
- ❖ Employment is freely chosen; there is no forced labour and people are free to leave their employer after a reasonable notice period that is clearly defined in the employment contract. The supplier applies policies and HR practices that encourage loyalty and create opportunities for long-lasting employment.
- ❖ Wages and benefits are paid for work delivered and meet at least minimum national legal standards.
- ❖ The supplier practices working hours that are not excessive and which fully conform to (or exceed) local laws, regulations and benchmark industry standards. Overtime is voluntary and limited. Workers receive overtime pay when entitled, in accordance with (or in excess of) current local legislation. The supplier provides complete training to newcomers and, as required, provide on-going training opportunities to existing staff.
- ❖ The supplier respects freedom of association: all workers, without distinction, have the right to join or form trade unions. The supplier will always seek to harmonize the interests of the various stakeholders and will endeavour to avoid

social conflicts. Whenever reasonably possible, the supplier will create working conditions that exceed what is legally required.

- ❖ The supplier respects the rights of indigenous people and local communities.
- ❖ The supplier verifies land use rights of farmers from whom the supplier sources.
- ❖ The supplier has put in place an appropriate risk assessments mechanism to address emerging risks related to human rights and working conditions.

## **2.2. Health & Safety**

Puratos expects the supplier's operating and management systems, as well as employees, to work in preventing work-related injuries and illnesses.

- ❖ Working conditions are safe and hygienic. The supplier takes detailed and professional measures to prevent accidents, fires and injury by minimizing as far as reasonably practical the causes of hazards inherent to the working environment. Workers receive regular and documented health and safety training and recurring training is provided to workers in hazardous areas. Access to clean toilet facilities and to drinking water and hygienic facilities for food storage are provided.
- ❖ Puratos is committed to producing high quality and safe products across all of our brands. Suppliers involved in any aspect of developing, handling, packaging or storing our products are expected to know and comply with the product quality standards, policies, specifications and procedures that apply to the products produced in their location. The supplier should follow and adhere to good manufacturing practices and testing protocols and comply with all applicable national and local food safety laws and regulations. Issues that could negatively affect the quality of public perception of a Puratos product will immediately be reported to Puratos.
- ❖ Where applicable, the supplier maintains accurate accounting and operates a traceability system for the goods certified by Rainforest Alliance and the conventional versions of such goods."

## **2.3. Environment**

Puratos requires its suppliers to comply with all applicable legal environmental requirements and demonstrate continual improvement of their environmental performance.

- ❖ The supplier commits to respect local legislation regarding all environmental matters. In case of imports into the EU, the supplier ensures compliance with EU deforestation Regulation (EU 2023/1115) for the relevant products and relevant legislation for the country of destination. Everywhere, the supplier maintains a transparent and constructive dialogue with local environmental authorities.
- ❖ Hazardous chemicals and other substances are carefully managed and handled according to the supplier's best practice as well as local safety standards. All raw materials, chemicals, waste etc. are stored according to the supplier's policies and practices and fully meet local safety and environmental standards. Relevant discharge permits are obtained where required.
- ❖ Use good environmental practices that avoid deforestation, forest degradation and protect against conversion of natural and critical habitats

leading to a loss of biodiversity. Apply good agricultural practices that enhance soil fertility and prevent erosion. In case of import into the EU, the supplier ensures the traceability of its products to the farmers. Moreover, it can prove no deforestation per batch in line with EU deforestation Regulation (EU 2023/1115) for the relevant products.

- ❖ The supplier has put in place an appropriate risk assessments mechanism within its supply chain to address emerging risks related to deforestation and forest degradation.

## **2.4. Business Integrity**

Puratos requires its suppliers to comply with all applicable ethical trade laws and regulations

- ❖ The supplier commits to comply with applicable laws concerning bribery, corruption, fraud and any other prohibited business practices. Supplier shall not offer, promise, or give any improper benefit, favour or incentive to any public official, international organization or third party.
- ❖ The supplier commits to comply with all specific competition regulations and laws. Should the supplier become aware of non-compliance, corrective action will be taken at the earliest possible opportunity. The supplier will regularly evaluate and, if applicable, improve its policy and purchasing practices in order to facilitate subcontractors' compliance with the intentions of this standard.
- ❖ The supplier is expected to report to Puratos any situation that may appear as a conflict of interest and disclose to Puratos if any Puratos employee or professional under contract to Puratos may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

## **3. Other responsibilities**

- ❖ The supplier complies with the legal requirements and standards of its industry under all applicable laws and maintains accurate books and records demonstrating compliance with such laws and standards, to the extent permitted by law.
- ❖ Puratos reserves the rights to verify the supplier's compliance with the Code. Where supplier and/or representative reviews or audits demonstrate shortcomings in any of these areas, the supplier and/or the representative should strive to implement a time-bound programme of improvement (remediation) leading to conformity. In the event that Puratos becomes aware of any actions or conditions not in compliance with the Code, it reserves the right to request corrective action. Puratos reserves the right to terminate an agreement with any supplier and/or representative that does not comply with the Code.
- ❖ The supplier is responsible for the prompt reporting of actual or suspected violations of the law, this Code and any contractual relationship with Puratos. This includes violations by any employee or agent acting on behalf of either the supplier or Puratos. You may report a violation on our whistle-blower website: <https://puratos.whistleblownetwork.net/frontpage>

The above commitment constitutes a minimum standard for the Puratos Group.

We expect our suppliers and other parties involved in our business to comply with similar standards.

#### Statement of Responsibility

..... (Name of company), a company legally constituted in (Name of country) ....., with registration / licence number ..... ,hereby declares that it:

- (a) understands and accepts the content of the Code, including this Statement of Responsibility;
- (b) will share with Puratos and its own suppliers the efforts and achievements in implementing this Code.

Date of signature

.....  
(Signature, name and position)

Please also identify whether

- ☐ your company is a member of Sedex and will link its Sedex information to the Puratos account.
- ☐ your company is a member of Ecovadis and will provide its Ecovadis information to Puratos.
- ☐ your company has an external responsible sourcing audit for the relevant industry sector and location / locations completed in the last two years and will share this with Puratos.