

## adm Group – Supplier Code Of Conduct

The adm Group of companies (“**adm**”, “**us**”, “**we**”) is dedicated to conducting business and relationships in a lawful, ethical, and socially responsible manner. A part of this dedication is requiring that our suppliers of goods and services conduct business for and on behalf of adm in full compliance of all applicable laws, regulations, and ethics so that adm can ensure to its customers that the goods they receive from us have been sourced responsibly. This is of utmost important to us not only for our business model but to our core principles and values, so for this reason adm will not work with suppliers who hinder us from being able to make such declarations at all times. It is therefore critical not only that the Supplier (hereafter defined) understands the requirements and expectations that adm has for our suppliers, but that the Supplier’s Representatives who provide the Supplier with goods and services in relation to commercial dealings with adm complies with this Supplier Code of Conduct (“**Code**”). This Code establishes the minimum standard that must be met by any entity that supplies products or services to adm.

### 1. DEFINITIONS AND SCOPE

“**Supplier**” means a company, partnership or individual that provides goods or services to adm.

“**Worker**” means any individual whom the Supplier employs hires or engages, or otherwise uses to conduct its business.

“**Representative**” means the Supplier’s supplier, vendors, agents, and subcontractors who are involved in adm’s supply chain.

### 2. WHO MUST COMPLY WITH THIS CODE?

The Supplier shall comply with the Code and shall ensure that its Workers and Representatives are aware of this Code and comply with it.

### 3. SUPPLIER’S COMMITMENT

The Supplier agrees that:

- It will comply with the requirements in this Code.
- It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- Any breach of this Code will allow adm to terminate its relationship with the Supplier with immediate effect.
- It will report any instances of non-compliance of the Code to adm.

#### **4. COMPLIANCE WITH LAWS AND REGULATION AND PRIORITY OF STANDARDS**

In carrying out its agreement(s) with adm, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable UK laws and regulations (and if applicable, the laws and regulations of any other jurisdiction where it or its Representatives operate and provides goods and services in) including but not limited to the laws and regulations relating to the issues addressed in this Code.

Competing standards shall be addressed as follows:

- If there is a conflict between any applicable laws or regulations, the provisions of an agreement with adm and the provisions of this Code, the Supplier shall meet the most stringent standard.
- If there is a conflict between the provisions of an agreement with adm and the provisions of this Code, the Supplier shall meet the more stringent standard.

#### **5. ANTI-BRIBERY AND ANTI CORRUPTION**

The Supplier will ensure that it is at all times compliant with adm's Anti-Bribery and Anti-Corruption Policy for all Suppliers and Agents. Your business does not and will not offer to or give someone an advantage to encourage the potential receiver to perform its functions or activities improperly or to reward that person for having already done so. This includes facility or kick-back payments that "encourage" the timely processing of administrative procedures. Attempts to bribe or being bribed are crimes in most countries and always carry liability. As our supplier, your business will be entirely free of bribery and will at all times be conducted in accordance with all bribery laws as well as the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977 (or any equivalent local legislation).

#### **6. HUMAN RIGHTS**

Respect for human rights is at the core of our business and this code recognises our commitment to international frameworks such as: Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights (UNGPs), the United Nations Global Compact (UNGC), the International Labour Organisation (ILO) Core Conventions, and UN Convention of the Rights of the Child. The Code supports our company Human Rights Policy and its standards of conduct to safeguard human rights, including in our supply chains. adm expects as a minimum our Suppliers and their Representatives to respect, including but not limited to all aforementioned human rights frameworks throughout their own operations and value chain.

#### **7. CHILD LABOUR**

- The Supplier will not employ on a full-time basis any person under the statutory minimum age for the completion of compulsory education or employ on any basis any person under the minimum age of employment.

- Any work which is likely to jeopardise children's physical, mental or moral health, safety or morals should not be done by anyone under the age of 18.
- The Supplier's business will at all times comply with the UN Convention of the Rights of the Child.
- The use of child labour by the Supplier is strictly prohibited, in line with ILO Convention 138 on the Minimum Age, and Convention 182 on the Elimination of the Worst Forms of Child Labour. The ILO Convention 138 on the Minimum Age indicates that no child below 15 years (or 14 in certain developing countries) is allowed to work, subject to exceptions allowed by the ILO or national law. If the Supplier employs young workers, it must demonstrate that the employment of young people does not expose them to undue physical risks that can harm physical, mental or emotional development.

## 8. **FORCED LABOUR AND HUMAN TRAFFICKING**

In addition to always meeting the requirements of the UN Abolition of Forced Labour Convention, the Supplier will ensure that in conducting its business:

- forced or involuntary labour, slavery, servitude or trafficking in human beings will not be tolerated in any form. This includes the prohibition of prison, indentured and bonded labour and the transportation, harbouring, recruitment, transfer, receipt or employment of persons by means of threat, force coercion, abduction, fraud or payments to any person having control over another person by such means;
- Workers' original government issued identification or work permits will not be withheld. The Supplier will not impose unreasonable restrictions on movement upon entering or leaving the country or place(s) of work and all workers will be entitled to accept or leave their employment freely;
- the Supplier will continuously take measures to ensure modern day slavery is not taking place within your supply chain;
- the Supplier will not require Workers to work to repay a debt owed to the Supplier, and its Representatives, or a third party; and/or
- Workers' conditions of employment are clearly conveyed to them in writing in a language they comprehend.

## 9. **WORKING CONDITIONS AND STANDARDS**

In addition to complying with local labour laws:

- The Supplier is required to comply with all applicable regulations to prevent illegal, clandestine, and undeclared employment;
- The Supplier will ensure the timely payment of wages and benefits, including overtime pay at timelines that meet local statutory requirements and that these are paid on a regular basis and no less than monthly;
- if there is no legal minimum wage or rate for overtime pay in the country concerned, the Supplier must ensure that the wages are at least equal to the average minimum in the

relevant industrial sector and that overtime pay is at least the same as the usual hourly compensation;

- wage deductions shall not be used as a disciplinary measure or for any illegal or illegitimate purpose;
- the Supplier will ensure that they will not require Workers to work more than the maximum hours of daily labour as set by applicable labour laws the maximum hours shall include overtime hours;
- Workers are entitled to the minimum number of days off established by applicable laws and at a minimum must have at least one day off in every seven-day period;
- the Supplier shall provide a safe, healthy, and sanitary working environment and comply with UK health and safety laws and/or any other relevant laws where it operates and provides goods and services in. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide Workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work;
- the Supplier's business will not interfere with Workers in their freedom of association or right to collective bargaining and the Supplier will guarantee that all Workers receive benefits stipulated in any such collective bargaining agreement;
- the Supplier will ensure that all Workers are treated fairly in accordance with their abilities and qualifications and that the Supplier will not discriminate against Workers or potential Workers in particular with regards to wages, hiring, access to training, promotion, maternity protection and dismissal on the basis of race, caste, colour, national origin or ethnic origin, religion, gender, gender identity, sexual orientation, disability, age, nationality, marital or pregnancy status, union membership, political affiliation or any other characteristic other than the Worker's ability to perform the job subject to any accommodations required or permitted by law; and/or
- the Supplier will treat its Workers with dignity and respect and will never in any circumstance subject its Workers to threats of or actual violence, physical punishment, confinement or any form of physical, sexual, psychological or verbal harassment or abuse.

## 10. TRANSPARENCY

- The Supplier will register its company on [www.sedexglobal.com](http://www.sedexglobal.com) to promote transparency in supply chain and understand that the Supplier may be required by adm to upload certain factory audit findings (SMETA 4 Pillar) on the portal.
- Where the Supplier is not manufacturing the goods itself, the Supplier will provide an EcoVadis assessment and/or certificate from the manufacturer of the goods to evidence management of the supply chain.
- The Supplier confirms (a) that adm may audit its business (and Supplier will procure adm's right to audit the premises of the manufacturer of the goods) to ensure its compliance with this Code (adm will endeavour to cause the least business disruption to Supplier and Supplier's manufacturer's organisations as possible within its control) and (b) that Supplier's cooperation by allowing adm or its representatives access to Supplier's (and/or procuring the right of

access to the manufacturer's) organisation's facilities, records and employees in such an audit is a condition of your commercial relationship with adm.

## 11. DATA PROTECTION AND INFORMATION SECURITY

The Supplier shall comply with all relevant data protection laws and requirements in the jurisdiction(s) that it operates and provides goods and services (including where relevant the EU GDPR) when processing any personal data on adm's behalf.

The Supplier shall have in place appropriate measures to:

- protect the integrity and confidentiality of information (including information belonging to or supplied by adm) held on its systems (which include physical and online or electronic systems); and
- ensure that there is no unauthorised access of the information by third parties, including its Representatives.

## 12. ENVIRONMENT

- We take measures to protect the environment seriously which includes cooperation from our Suppliers to ensure application of best practices throughout our supply chain.
- The Supplier will comply with all applicable environmental laws and regulations and is committed to improving and investing in efforts to run in an environmentally responsible manner, including (but not limited to) waste disposal, emissions, discharges and the handling of hazardous and toxic materials.
- The goods that the Supplier manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties.
- The Supplier will only use packaging materials that comply with all applicable environmental laws and treaties.
- The OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas provides detailed recommendations to help companies respect human rights and avoid contributing to conflict through their mineral purchasing decisions and practices. When Supplier uses any minerals or metals in its supply of goods or services to adm, Supplier will conduct a country of origin inquiry to determine whether any of the conflicts minerals originate from conflict-affected and high-risk areas such as the Democratic Republic of the Congo and surrounding countries including Angola, Burundi, Central African Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia and issue a declaration of conflicts minerals for each product.
- In alignment with our sustainability strategy, adm is committed to reducing its environmental impact across their operations and requires the Supplier to proactively work towards adm's corporate global targets related to their SCOPE pillar:
  - the exclusive use of paper that is FSC, PEFC or SFI certified (depending on the Supplier geographical region) by 2025
  - to ensure 100% reusable, recyclable, or certified compostable packaging is used for all items by 2030; and

- to ensure that 100% of plastic in items is designed to be widely recycled, reusable, or certified compostable for all items by 2030.

### **13. PROCURING AND MANAGING REPRESENTATIVES**

With regard to prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of adm's supply chain. At a minimum, the due diligence must include the following:

- investigations into prospective Representatives' stance, public statements and actions on human rights, treatment of workers, bribery, ethical behaviour and environmental outlook;
- risk assessments for countries from which materials, components or finished goods are sourced; and
- the prospective Representative's ability to meet the requirements and principles that are covered in this Code.

In its dealings with Representatives, the Supplier shall:

- ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements;
- ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirement;
- ensure that the use of child labour by Supplier's Representatives is prohibited, according to paragraph 7 of this Code;
- ensure that forced labour and human trafficking offences are not tolerated by Supplier's Representatives, as per paragraph 8 of this Code;
- ensure that the Supplier's Representatives comply with the working conditions outlined in paragraph 9 of this Code; and
- ensure that the Supplier's Representatives complies with the environmental obligations according to paragraph 12 of this Code.

### **14. TRAINING**

The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code.

The Supplier shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to adm on request.

### **15. INSPECTION**

We reserve the right to confirm compliance with this Code and to conduct compliance audits at our Suppliers and the Supplier must procure we can conduct such audits to your Representatives. The Supplier must provide all necessary information and facilitate access by adm and/or our representatives in order for us to verify compliance with this Code. Supplier must commit to improving and/or correcting any deficiencies identified.

## **16. ACCURATE RECORDS AND ACCESS TO INFORMATION**

The Supplier is required to keep proper records to demonstrate compliance with this Code. The Supplier must provide adm's representatives with access to complete, original, and accurate records.

## **17. GRIEVANCE MECHANISMS**

To secure protection of workers' human rights every Supplier must ensure there is an independent and effective facility grievance mechanism in place enabling workers and their organisations to raise any concerns anonymously and without prejudice. The mechanism will provide a clear, accessible, and transparent process offering workers an alternative channel to raising concerns than their immediate reporting line. This without any risk of retaliation or retribution to the worker of any kind. Its scope must be clearly communicated (to all Workers and their representatives) including in a language they comprehend with defined timelines including provision of feedback and the proposition of a solution.

## **18. UPDATING THE CODE**

We may at any time and in our sole discretion amend or replace this Code, and such amended or replacement Code will immediately supersede and replace any previous Code. The latest version of the Code is available on the adm website here: <https://www.admgroup.com/legal-information/supplier-code-of-conduct/>. All suppliers must regularly monitor the website and review the latest version of the Code. Each time you supply any goods and/or provide any services to adm, you agree to be bound by the Code, as provided within the link.