

KERRY GROUP PLC

# Supplier Code of Conduct

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As part of our mission we are committed to the highest standards of business and ethical behaviour, to fulfilling our responsibilities to the communities which we serve and to the creation of long term value for all stakeholders on a socially and environmentally sustainable basis. We are committed to the responsible sourcing of goods and services and this Supplier Code of Conduct sets out our expectations of those who provide these goods and services to the Group.

This code is informed by a number of international standards and guidance documents, including the UN Guiding Principles on Business and Human Rights, the International Labour Organisation's (ILO) Declaration on Fundamental Principles and Rights at Work, the Children's Rights and Business Principles, the Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, and the Convention on the Elimination of Discrimination Against Women.

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## Purpose and Scope

This Code of Conduct sets out the minimum standards we expect, and we encourage all suppliers to go beyond these requirements. The term 'Supplier' as used in this code refers to suppliers, vendors, contractors, consultants, agents and other providers of goods and services who do, or seek to do, business with Kerry Group worldwide.

Kerry's commitment to responsible business practice is clearly defined within our Group Code of Conduct and we understand the need for dialogue with workers, suppliers and stakeholders whom we impact on across our wider value chain, particularly those who may be more at risk. We pursue continuous engagement with these stakeholders and representative bodies to adopt and share best practice and ensure adherence with the requirements set out below.

Suppliers shall apply these requirements to their **own** suppliers, contract labour providers, and approved sub-contractors with whom they work to supply goods and services to Kerry Group, ensuring compliance with the letter and spirit of this code. These principles form part of the supplier selection process and are subject to continued monitoring. Where there is a pre-existing relationship with a supplier, the requirements of this code are in addition, and not in lieu of, any legal or contractual agreement between that supplier and Kerry Group.

## Business Conduct Standards

As a responsible business, Kerry Group sets the highest standards for the way we conduct our operations. In turn, we expect suppliers to conduct business responsibly, with integrity and transparency. Furthermore, we expect suppliers to treat all employees fairly, honestly and with respect, in full compliance with the following requirements:

### Child Labour

- > Suppliers shall not permit the use of child labour. No child below the age for finishing compulsory schooling, or 15 years of age (whichever is the greater) may be employed by a supplier, subject to ILO exceptions.
- > Where young people under the age of 18 are employed, suppliers will ensure that their work is not likely to be harmful to their health and/or development, including no working under hazardous conditions and ensuring compliance with all applicable laws.

### Forced Labour

- > Suppliers shall not permit the use of forced or involuntary labour of any type (i.e. forced, trafficked, bonded, indentured or involuntary prison labour) and workers shall be free to leave employment without penalty on the provision of reasonable notice.
- > Suppliers must ensure no fees or related costs are charged to applicants and workers for recruitment and that no monetary deposits, financial or collateral guarantees or personal possessions are demanded as a condition of employment.
- > Suppliers must ensure that workers are not held in debt bondage or forced to work for an employer, or any other entity to pay off debt.
- > Suppliers shall not restrict worker's freedom of movement, require workers to remain at the workplace at the conclusion of their working hours or confine them in any worker accommodation.

### Migrant Workers

- > Suppliers must ensure that all employees have the legal right to work and any migrant workers should be in possession of a valid work permit issued by the relevant authority.

- > Suppliers shall implement effective measures to protect migrant employees against any form of discrimination.

### **Freedom of Association and Collective Bargaining**

- > Suppliers shall respect the rights of employees to organise and join, or refrain from joining, worker organisations and to bargain collectively. Suppliers will allow workplace access for such organisations to facilitate their representative functions.
- > In the absence of legal protections for the right to collective bargaining or freedom of association, suppliers will seek to engage workers through alternative lawful mechanisms that allow worker representation on workplace issues.
- > Suppliers must develop and implement mechanisms for resolving industrial disputes, including employee grievances, and ensure effective communication with employees and their representatives.

### **Discrimination / Fair Treatment**

- > Suppliers shall not discriminate in hiring, compensation, access to training, promotion, termination or retirement on the grounds of race, caste, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, family status, pregnancy, union membership, political affiliation, disability or other legally protected class.
- > Suppliers shall respect the rights of women and seek to create an environment in which they can access opportunities to participate in the workplace on an equal basis.
- > The use of physical abuse, verbal or sexual harassment or intimidation of workers shall be prohibited by suppliers.

### **Wages**

- > Suppliers are required to inform workers about their employment terms and conditions in writing and in an understandable manner before they enter into employment.
- > Suppliers shall ensure that their employees are fairly compensated. At a minimum, compensation must comply with all applicable wage and hour laws, or industry standards approved on the basis of collective bargaining, whichever is higher. Suppliers should aim to provide compensation for a regular work week that is sufficient to meet workers' basic living needs and provide some discretionary income.

- > Deductions to wages shall only be made in accordance with applicable law or under collective agreement and all workers will be provided with clear and written details of their wages each time they are paid.

### **Working Hours**

- > Suppliers must provide for working hours that comply with national laws and industry standards. Regular hours worked shall not typically exceed sixty hours per week, (including overtime) and workers will be provided with one day off in every seven day period.
- > Overtime shall be voluntary and compensated at a premium rate. All overtime related practices will be conducted in accordance with applicable laws and regulatory standards.
- > Suppliers shall not seek to avoid obligations to workers under labour or social security laws and regulations arising from the regular employment relationship through the excessive use of fixed-term contracts, labour-only contracting, subcontracting, home-working or apprenticeship schemes.

### **Occupational Health & Safety**

- > Suppliers shall ensure all employees work within safe and humane conditions, including providing adequate training and effective protective equipment to safely carry out their duties. Suppliers will also provide access to clean toilet facilities, potable water and sanitary facilities for food storage.
- > Facilities must be constructed and maintained in accordance with applicable laws and regulations. Accommodation, where provided, shall be clean, safe and meet the basic needs of workers while respecting their dignity. Suppliers will also ensure that there are appropriate exits, procedures and equipment in place to deal with emergency situations.

### **Land Rights**

- > Suppliers shall respect the rights to land tenure of local communities and indigenous peoples impacted by its operations, including its raw material sourcing, and will adhere to the principle of Free, Prior and Informed Consent.

### **Business Ethics**

- > In keeping with our commitment to exercising appropriate standards of professionalism and ethical conduct in all business activities, Kerry Group will not tolerate bribery or corruption in any form, or any acts that contravene its Anti-Bribery Policy.

- > Suppliers and business partners are not permitted to directly or indirectly promise, offer or provide any improper advantage to any person or entity, including officials of a government or a government-controlled entity. Kerry Group's employees are not allowed to accept any such advantage and we expect the same approach in business dealings from our business partners, suppliers and third parties.
- > Suppliers are expected to maintain accurate records of their activities and performance that clearly demonstrate compliance with all applicable standards, regulations and Kerry Group requirements.
- > Suppliers must disclose any personal relationships, economic interest or other ties to their business held by an employee or contractor with Kerry Group.
- > Suppliers shall take appropriate measures to secure and protect all confidential information related to its relationship with Kerry Group and use it only for the purpose authorised under contractual agreement. This obligation shall remain in force regardless of the status of the business relationship.

## Environment

- > Suppliers to Kerry Group shall carry out operations with care for the environment and at a minimum will comply with all applicable environmental laws and regulations.
- > Kerry Group expects suppliers to make progressive improvements in their operations and through adoption of good operating practices, to ensure the responsible use of natural resources, cleaner production, pollution prevention and the creation of products with lower environmental impacts.
- > Kerry recognises the right to water and suppliers must implement practices to ensure good water stewardship, including optimising the use of water onsite, employing adequate wastewater or effluent controls to protect the surrounding environment and ensuring withdrawals do not adversely impact on the needs of local communities and other water users.
- > Suppliers are required to be transparent about their raw material sourcing practices and will share upon request relevant traceability information that supports Kerry's broader responsible sourcing goals.

## Compliance

Kerry Group requires suppliers to ensure their operations comply with all applicable laws and regulations at a minimum. Furthermore, we expect that all suppliers adhere to Kerry Group requirements, including the standards as laid out in this Supplier Code of Conduct.

Suppliers shall have the appropriate processes and systems in place to do so, including a means for the confidential reporting of concerns about misconduct or unethical behaviour and an appropriate mechanism to remedy adverse impacts. Where issues are identified through internal reporting, whistle-blowers will be protected from any negative repercussions. Similarly, suppliers shall not tolerate threats, intimidation, physical or legal attacks against human rights defenders.

Suppliers shall cooperate with Kerry Group to allow the Group, or any authorised third party, to conduct audits to verify compliance with these standards or other required certifications. In the event deficiencies are identified, the supplier will take the steps necessary within an acceptable timeframe to correct any deficiency to Kerry Group's satisfaction. Suppliers shall immediately report any concerns about compliance with legal requirements or any aspect of this code, to their designated point of contact or through our confidential reporting facility: [www.kerrygroup.ethicspoint.com](http://www.kerrygroup.ethicspoint.com).

Where suppliers are found to have contravened the requirements set out in this Code, Kerry Group reserves the right to terminate any associated agreement or business relationship.