



Supplier Code of Conduct

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At Solina, our purpose is to make food matter for people and the planet. Therefore, we are committed to conducting business responsibly and creating sustainable value throughout our value chain. We expect all suppliers, subcontractors, service providers, agents, intermediaries, and other business partners ("Suppliers") to operate in accordance with the principles set out in this Supplier Code of Conduct ("Code").

This Code establishes the minimum standards that Suppliers must meet and is an integral part of Solina's responsible sourcing and due diligence framework. It reflects internationally recognized standards, including:

- United Nations Guiding Principles on Business and Human Rights (UNGPs);
- OECD Guidelines for Multinational Enterprises on Responsible Business Conduct;
- OECD Due Diligence Guidance for Responsible Business Conduct;
- International Labour Organization (ILO) Core Conventions;
- United Nations Universal Declaration of Human Rights;
- Paris Agreement on Climate Change;
- Applicable requirements under the European Union Corporate Sustainability Due Diligence Directive (CSDDD) and related legislation.

Suppliers shall ensure compliance with this Code throughout their own operations and make reasonable efforts to promote equivalent standards within their own supply chains.

1. National legislation

The Supplier shall comply and keep informed with national legislation, industrial standards, regulatory requirements, international standards – ILO and UN, as appropriate and in countries of operation and sourcing.

2. Due diligence

- The supplier shall establish and maintain a risk-based due diligence process to identify, assess, prevent, mitigate, bring to an end, remediate where appropriate, and track actual and potential adverse human rights and environmental impacts arising from its own operations, subsidiaries, suppliers, and sub-suppliers.
- Such due diligence shall be aligned with the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, the OECD Due Diligence Guidance for Responsible Business Conduct, and applicable legal requirements.
- The nature and extent of the measures taken shall be proportionate with the nature, scale, and context of the supplier's operations and with the severity and likelihood of the adverse impacts identified.
- The Supplier shall provide for, or cooperate in, legitimate remediation where they have caused or contributed to adverse human rights or environmental impacts.
- Upon reasonable request, and in line with the supplier's risk profile and the nature of the goods or services provided, the Supplier shall provide origin data, chain-of-custody records, audit results, certifications, corrective-action plans

and sustainability data within defined timelines, to allow effective execution of Solina's due diligence process.

3. Human Rights

- The supplier shall respect internationally recognized human rights and adopt a zero tolerance approach to violations of fundamental human rights, in line with the OECD and UN Guiding Principles on Business and Human Rights (UNGPs).
- The Supplier shall not cause, contribute to, or be complicit in violations of international humanitarian law and other serious abuses against the human person, including war crimes, crimes against humanity, genocide, torture, forced disappearances, hostage-taking and extrajudicial, summary, or arbitrary executions.
- The Supplier shall respect the rights to land tenure of local communities and Indigenous Peoples affected by its operations, including its raw material sourcing. Where applicable, the Supplier shall respect and support the principle of Free, Prior and Informed Consent (FPIC) of Indigenous Peoples in accordance with internationally recognized standards.

3.1. Freedom of Association and Right to Collective Bargaining

- The Supplier shall respect workers' rights to freedom of association and collective bargaining in accordance with applicable law and internationally recognized labour standards .
- Workers shall be free to form, join or not join trade unions of their own choice; and to bargain collectively with their employer without fear of discrimination, harassment or retaliation.
- The Supplier shall not interfere with in workers' organisations or collective bargaining; inform workers of these rights and freedom from retaliation.
- Where law restricts rights, the Supplier shall support alternative lawful mechanism for worker representation and dialogue and ensure no discrimination against workers engaged in worker organisations.
- Ensure representatives access to workers at the workplace.
- All commissions and other fees to a recruitment agency in connection with their employment shall be covered by the Supplier.

3.2. Discrimination

- There must be no harsh, inhumane, or degrading treatment or punishment of workers or any form of discrimination as defined in the ILO convention 100 and 111, based on race, national or social origin, caste, birth, religion, disability, gender, sexual orientation, union membership, political opinions, and age.
- No discrimination in hiring, remuneration, access to training, promotion, termination, and retirement is acceptable.
- The Supplier must treat all employees and workers with dignity and respect; zero tolerance of corporal punishment, mental or physical abuse of workers.
- The Supplier shall prohibit all forms of harassment, violence, intimidation, coercion, bullying, sexual harassment and abuse in the workplace.

- The Supplier shall value and respect diversity, equity and inclusion and are encouraged to demonstrate a commitment to building and maintaining a diverse workforce.

3.3. Remuneration

- The Supplier shall respect the right of workers to receive a decent wage / living wage that comply with applicable laws, collective agreements and industry standards.
- All workers should be paid at least wages sufficient to meet basic needs and provide discretionary income.
- No deductions from wages for disciplinary purposes are allowed, with some exceptions.
- Wages and benefits should be clearly communicated to workers; paid on time and in a convenient manner – Cash, bank or cheque form.
- Overtime work shall be compensated at applicable premium rate; prohibited use of labour-only contracting, short-term contracts, false apprenticeship schemes to avoid legal obligations to workers.
- Recruitment fees shall be borne by the Supplier and the cost shall not be transferred to workers.
- Migrant workers shall receive written employment terms and conditions in a language they understand before departing from their home country and prior commencing employment.

3.4. Working hours

- The Supplier shall comply with all applicable laws, regulations, and relevant industry standards regarding working hours, rest periods, and overtime.
- The Supplier shall provide employees with regular rest days and ensure adequate time off between working periods, in accordance with applicable legal requirements
- Overtime work shall be voluntary, exceptional in nature, and shall not be used as a regular employment practice.
- The Supplier shall ensure that overtime work is voluntary, except where otherwise permitted by applicable law or collective agreement.

3.5. Health and Safety

- The Supplier shall provide a safe and healthy workplace and ensure that employees are appropriately trained in health and safety matters.
- Adequate steps should be taken to prevent potential occupational accidents.
- There shall be a system to detect, avoid, and respond to risks.
- All accidents shall be recorded.
- The Supplier shall provide appropriate personal protection equipment and safety training as required.
- The Supplier shall provide medical attention in the event of work-related injury.
- The Supplier shall remove, reduce risks to new and expectant mothers.
- The Supplier shall provide access to clean toilet facilities and potable water, and, if appropriate, sanitary facilities for food storage provided.
- If dormitories are provided, they should be clean, safe and meeting basic needs.
- The Supplier shall defend workers' right to remove from imminent danger.

- The Supplier shall not expose workers to life-threatening work environments, where they have not been informed of the dangers and where protective measures have not been undertaken.
- The Supplier shall identify and assess potential emergency situations and events and minimise their impact by implementing emergency plans.
- The Supplier shall provide regular and recorded health and safety training to workers, and such training shall be repeated for new or reassigned workers.

3.6. Child labour

- The Supplier shall not use support or benefit from the worst forms of child labour as defined in FAO guidance on child labour and ILO Convention No. 138 (Minimum Age Convention) and ILO Convention No. 182 (Worst Forms of Child Labour Convention):
- Whether a particular activity constitutes child labour depends on a child's age, the type and hours of work performed, and the conditions under which the work is carried out.
- Children who are over the age of 13 years (in developing countries this can be 12) may undertake light work if it does not threaten their health and safety or hinder

their education or training. National governments are supposed to determine locally what is acceptable light work, although few countries have.

- Children who are over the age of 15 years (in developing countries this can be 14) can work if it does not threaten their health and safety or hinder their education or training.
- Children under the age of 18 years are not allowed to do dangerous work or work in dangerous or unhealthy conditions which could result in illness, injury or death. This is known as hazardous work.
- The Supplier shall have an effective age-verification system in place.
- The Supplier shall have in place policies and written procedures for remediation of children found to be in a working situation.
- The Supplier shall ensure the transparency and compliance throughout subcontracting practices.
- The Supplier shall implement a risk based due diligence process to identify, prevent, mitigate and address child labour risks within its operations and supply chain. Where child labour is identified, the Supplier shall take prompt and appropriate remedial actions that prioritize the best interests of the child and prevent recurrence. Upon reasonable request, the Supplier shall provide Solina with documented evidence of its child labour due diligence processes and any corrective actions implemented.

3.7. Forced and Compulsory Labour

- The Supplier shall ensure no product, component or raw material is made with forced labour at any supply-chain tier, in accordance with the EU Forced Labour Regulation, which prohibits placing or exporting such products on/from the EU market.
- Forced or compulsory labour includes, but is not limited to, the practices defined in the ILO Conventions 29 and 105 and applicable modern slavery legislation.

- The Supplier shall not require 'deposits' - financial or otherwise.
- The Supplier shall not withhold salary, benefits, property, or documents to force workers to continue work.
- The Supplier shall guarantee workers right to leave premises after the workday.
- The Supplier shall guarantee workers free to terminate their employment.
- The Supplier shall not use nor support human trafficking, and no use of involuntary prison labour.
- The Supplier shall not use bonded and forced labour, including forced prison labour and human trafficking.

4. Environment

- The Supplier must adopt a precautionary approach to the environment by minimizing environmental harm and destruction in line with the UN's Agenda 21 Section II: Conservation and management of Resources for Development (see Appendix 1); The European Green Deal; UK Environmental Bill (2020).
- Procedures shall be in place to identify, prevent, limit and correct harmful environmental impacts that relate to your operations and sourcing.
- The Supplier shall not engage in trade, procurement, import, use and export of fauna and/or flora of endangered or protected species, on the IUCN Red List and as defined by the Convention on International Trade of Endangered Species (CITES).

4.1. Emissions

The Supplier must monitor, track, and document its emissions to air, water, and soil from its facilities. Specific focus areas include greenhouse gas and other air emissions. Suppliers are encouraged to establish science-based greenhouse gas reduction targets and implement actions to reduce emissions throughout their operations and value chains.

4.2. Biodiversity

The Supplier shall take appropriate steps to ensure that biodiversity is preserved throughout the supplier's operations and their entire supply chain.

4.3. No deforestation

- Solina does not accept any link to deforested areas in its supply chain, in accordance with the Regulation (EU) 2023/1115 (EUDR) on deforestation-free products
- For products intended for the EU market, full compliance with EUDR, including traceability, geolocation, risk assessment and due diligence for relevant commodities, is required.

4.4. Waste management

The supplier shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle waste.

4.5. Water management

Suppliers operating in water-stressed regions should identify water-related risks and implement measures to improve water efficiency and protect local water resources. Respect neighbouring communities' rights to water; safety, sufficiency, acceptability, physical accessibility, and affordability, as key elements of this right.

4.6. Chemicals and hazardous substances

The supplier shall identify, manage and reduce hazardous substances and comply with applicable chemical regulations including REACH where applicable.

4.7. Soil quality

The supplier shall take appropriate steps and set targets to preserve soil quality and minimise their impacts on soil, as far as possible. Suppliers sourcing agricultural commodities must aim to perform and promote good farming agricultural practices across their supply chain and towards farmers.

4.8. Animal welfare

Animals shall be treated in accordance with the five principles of freedoms for animals, allowing for natural behaviour and minimizing animal suffering.

5. Business Ethics

- Bribery and corruption as well as blackmail or illegal economical transactions (insider dealing, money laundering etc.) is not accepted and should be actively worked against in any form.
- Solina expects from supplier full compliance with all applicable laws and regulations in force and proactive approach to preventing unethical, illegal or improper business practices.
- The supplier shall comply with applicable sanctions, export controls laws, customs regulations and trade restrictions.
- The supplier shall avoid all conflicts of interest in his business dealings with Solina. Any situation that may give rise to a conflict-of-interest shall be disclosed Solina promptly.
- The Supplier shall conduct its business with the principles of competition and fair advertising and shall not engage in any conduct that violates applicable competition, antitrust, or unfair trade laws.
- The Supplier shall maintain accurate records and shall not falsify documents, certifications, audit findings, traceability information or business records.

5.1. Confidential information

Any confidential information in relation to Solina shall be protected and not disclosed to any third party (except where required by law) or with Solina written prior consent. This obligation applies regardless of whether the information was disclosed before, during, or after a commercial relationship and irrespective of whether any business transaction has been concluded.

5.2. Data protection and privacy

- The Supplier shall implement appropriate technical and organizational measures to protect personal and business data (preventing unauthorized access disclosure, alteration, loss, misuse, or destruction and shall process such data in accordance with applicable data protection and privacy laws.
- The Supplier shall be transparent about the types of data its collect and the purposes for which such data is processed.

5.3. Grievance

- The Supplier shall install accessible and confidential channels for workers, farmers, communities and third parties, with documented follow-up to voice any concerns. This includes, but is not limited to, reporting of concerns about workplace grievances, violations of company policies, legal violations, misconduct or unethical behaviour by employees, workers and external parties.
- Individuals raising concerns in good faith shall be protected against retaliation, discrimination, disciplinary action or dismissal.

6. Sustainable procurement

- The Supplier shall include adherence to the key components of this Supplier Code of Conduct in their operations whether through the Supplier's own policy, standards, circulars or other official documentation, with their suppliers.
- Whenever possible, the Supplier shall offer raw material from sustainable or regenerative agriculture, with special care to soil health, pesticide/fertilizer management, water stewardship, farmer income/resilience, and biodiversity protection

In pursuit of our commitment to collaborate with our partners to foster people's wellbeing and nurture our planet's resources, SOLINA will:

- Assess its Suppliers against the components of this Supplier Code of Conduct,
- Request information and documentation to verify compliance, including information regarding the production and sources of raw materials and goods supplied.
- Reserve the right to undertake audits of Suppliers in line with the constituents of this Code of Conduct. whereby the Supplier shall provide reasonable access to facilities, workers, records and relevant subcontractors for the purpose of compliance verification.
- If we find that the Supplier does not comply with this Code of Conduct, and if the Supplier presents false or misleading information or does not implement the corrective measures within an agreed time limit, Solina may immediately terminate the business relationship with the Supplier. In the case of severe or repeated violations, Solina must immediately terminate the co-operation.
- Collaborate with suppliers on sustainable initiatives to improve best practice and enhance positive impacts within the food value chain.
- Share best practice with regards to sustainability, environmental practices, and human rights in the workplace across its supply chain.
- Recognize industry certification and assurance schemes as de facto compliance with key components of this Code of Conduct (see Appendix 1)
- Review this Code of Conduct and its requirement at least every two years to ensure it is applicable and relevant to current operations and the rules of law.
- Provide grievance mechanisms to facilitate reporting concerns.
- Take a zero tolerance approach against, and will not conduct business with, a supplier engaged in violations of fundamental human rights, in line with OECD, UN and Global Compact.

Supplier Declaration

- This declaration confirms that your company is compliant with the provisions set out in the Solina Supplier Code of Conduct.
- We, the undersigned hereby confirm that:
- We have received, read, understood, and taken due note of the provisions set out in the Solina Supplier Code of Conduct
- We are aware of and comply to all relevant laws and regulations of the countries in which our company operates.
- We commit to continue to comply with the Solina Supplier Code of Conduct
- We will assign responsibility for implementation of this Code and maintain appropriate policies, procedures, training and records demonstrating compliance.
- We will report any case of violations of this Code to Solina within ten days of becoming aware of the violation.
- This declaration must be signed digitally by an authorized representative of the Supplier and submitted through the digital signing system, along with any supporting evidence of compliance such as certification and audit reports as detailed in Appendix 1. In exceptional cases, we also accept a handwritten signature on the document.

Date

Place

Signature

Name

Company

Appendix 1

Ethical Trading Initiative (ETI) base code

- The ETI Base Code is an internationally recognized set of labour standards based on International Labour Organisation (ILO) conventions. Its core provisions are:
- Employment is freely chosen.
- Freedom of association and the right to collective bargaining are respected.
- Working conditions are safe and hygienic.
- Child labour shall not be used.
- Living wages are paid.
- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment is allowed.
- ETI Base Code is available [here](#).
- ILO Core conventions is available [here](#).
- UN Global Compact is available [here](#).
- FAO guidance on child labour [FAO Child labour in Agriculture | Food and Agriculture Organisation of the United Nations](#)

Environmental Standards

- Agenda 21 Section II: Conservation and Management of Resources for Development includes atmospheric protection, combating deforestation, protecting fragile environments, conservation of biodiversity, control of pollution and the management of biotechnology, and radioactive wastes.
- Agenda 21 is available here:
<https://sustainabledevelopment.un.org/content/documents/Agenda21.pdf>

Certification and assurance

Solina recognizes third-party verified certification schemes and private standards as useful evidence supporting compliance to this Code of Conduct.

These include, and are not limited to:

- EcoVadis
- Member of SEDEX with completed SAQ
- SMETA audit
- ISO14001, ISO45001
- ETI membership
- Organic standards and/or certification
- SA8000 certification
- FSA from the SAI platform
- Fairtrade Standard
- The Rainforest Alliance (RA) Certification (including UEBT/Rainforest Alliance Herbs & Spices programme)