
CODE OF CONDUCT

For Suppliers and Agents of The Numidia Group

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INTRODUCTION

The Numidia Code of Conduct for Suppliers and Agents (hereinafter, the Code) defines minimum standards of ethical and responsible behavior which must be met by the suppliers of the products commercialized by Numidia BV and its subsidiaries with an address of Boven de Wolfskuil 6, 6049 LZ Herten, The Netherlands (the “Numidia Group” or “Numidia”), and also by the involved agents in the course of its business, in line with the corporate culture of the Numidia Group (hereinafter Numidia), firmly based on the respect for Human and Labor Rights and compliance with applicable laws and regulations. The Numidia Group consists of Numidia Holding BV, Numidia BV, Numidia Inc., Numidia Singapore PTE LTD, Numidia Services BV, Numidia Americas SA and Cheese and more BV.

Numidia undertakes to allocate the appropriate resources so that suppliers and agents are acquainted with and understand this Code and are able to ensure its compliance.

The Code shall be applied to all agents and to all suppliers that take part in the purchasing, manufacturing and finishing processes and is based upon the following general principles that define Numidia’s ethical behaviour:

All Numidia’s operations are developed under an ethical and responsible perspective.

All persons, individuals or entities, who maintain, directly or indirectly, any kind of employment, economic, social and/or industrial relationship with Numidia, are treated fairly and with dignity.

All Numidia’s activities are carried out in a manner that most respects the environment.

All suppliers (including production centres that are not property of Numidia) and all agents fully adhere to these commitments and undertake to ensure that the standards which are set forth in the Code are met.

With the acceptance of the commercial contract, the supplier or agent fully accepts and states to comply to this Code of Conduct. Breach of the provisions and procedures of this Code of Conduct will constitute in a serious breach of the commercial agreement(s) and may result in the immediate termination of the relationship between supplier or agent and Numidia.

1. NO FORCED LABOR

Numidia shall not allow any form of forced or involuntary labour in the supply chain, and thus also in the supply chain of their suppliers and agents. They may not require their employees to make any kind of “deposits”, nor are they entitled to retain employees’ identity documents. Suppliers and agents shall acknowledge the right of their employees to leave their employer after reasonable notice¹.

2. NO CHILD LABOR

Suppliers and agents shall not employ minors. Numidia defines minors as persons who have not yet reached their 16th birthday. In cases where local legislation stipulates a higher minimum age, the higher limit shall apply². Persons aged between 16 and 18 years will be considered young workers. Young workers shall not work during night hours or in hazardous conditions³.

3. ANIMAL WELFARE

Suppliers and agents shall assure that in the supply chain, animal welfare is in compliance with “The Five Freedoms”. These include the following:

- **Freedom from Hunger and Thirst**
By ready access to fresh water and diet to maintain health and vigor.
- **Freedom from Discomfort**
By providing an appropriate environment including shelter and a comfortable resting area. This includes proper ventilation, temperature conditioning where needed and protection from direct sunlight and/or wind.
- **Freedom from Pain, Injury or Disease**
By prevention or rapid diagnosis and treatment. Ensuring the environment is kept hygienic. Prohibition of physical abuse in any way.
- **Freedom to Express Normal Behaviour**
By providing sufficient space, proper facilities and company of the animal’s own kind.
- **Freedom from Fear and Distress**
By ensuring conditions and treatment which avoid mental suffering.

¹ Aspects related to such limitations will be governed by Conventions 29 and 105 of International Labour Organization (ILO)

² Aspects related to prohibition of child labour will be developed according to Conventions 138 and 182 of the International Labour Organization (ILO)

³ Aspects related to labour conditions for young workers will be governed by ILO Recommendation 190.

4. NO DISCRIMINATION

Suppliers and agents shall not apply any type of discriminatory practice with regards the recruitment, compensation, access to training, promotion, termination of the employment agreement or retirement, based on race, caste, creed, nationality, religion, age, physical or mental disability, gender, marital status, sexual orientation and/or union membership or political affiliation⁴.

5. RESPECT FOR FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

Suppliers and agents shall ensure that their employees, without distinction, have the right of association, union membership and collective bargaining. Where the rights to Freedom of Association and Collective Bargaining are restricted under law, the appropriate channels to ensure a reasonable and independent exercise of such rights must be designed⁵.

6. NO HARSH OR INHUMANE TREATMENT

Suppliers and agents shall treat their employees with dignity and respect. Under no circumstances shall physical punishment, sexual or racial harassment, verbal or power abuse or any other form of harassment or intimidation be permitted.

7. SAFE AND HYGIENIC WORKING CONDITIONS

Suppliers and agents shall provide a safe and healthy workplace for their employees, ensuring minimum conditions of light, ventilation, hygiene, fire prevention, safety measures and access to drinking water supply. Workers shall have access to clean toilet facilities and drinking water. Where necessary, facilities for food storage shall be provided. Accommodation, where provided, shall be clean and safe. Suppliers and agents shall take the required steps to prevent accidents and injuries to health of their workers, by minimizing as much as possible the risks inherent to work⁶.

8. WAGES ARE PAID

Suppliers and agents shall ensure that wages paid meet at least the minimum legal or collective bargain agreement, should this latter be higher. In any event, wages should always be enough to meet at least the basic needs of workers and their families and any other which might be considered as reasonable additional needs.

⁴ Aspects related to labour practices will be developed according to ILO Convention 111

⁵ Aspects related to freedom of association and collective bargaining will be developed according to ILO Conventions 87, 98 and 135.

⁶ Aspects related to labor conditions relation to work health and safety will be governed by ILO Convention 155

Suppliers and agents shall not make any withholdings and/or deductions from wages for disciplinary purposes, nor for any reasons other than those provided in the applicable regulations, without the express authorization of workers.

Likewise, they shall provide all workers with written and understandable information about their wage conditions upon their recruitment, and detailed information about the particulars of their wages every time that these are paid.

Suppliers and agents shall also ensure that wages and any other allowances or benefits are paid on time and are rendered in full compliance with all applicable laws and specifically, that payments are made in the manner that best suits the workers⁷.

9. WORKING HOURS ARE NOT EXCESSIVE

Suppliers and agents shall adjust the length of the working day to the provisions of the applicable laws or of the collective bargain agreement applicable for the sector in question, if the latter affords greater protection for the workers.

Suppliers and agents shall not require their employees to work, as a rule of thumb, in excess of 48 hours a week. Overtime shall be voluntary, shall not be demanded on a regular basis and shall always be compensated at a premium rate, pursuant to the provisions of the prevailing regulations in force. Working hours may exceed 60 hours in any 7-day period only in exceptional circumstances, where all of the following are met:

- It is allowed by local legislation;
- It is allowed by a collective bargaining agreement where applicable;
- Appropriate safeguards are taken to protect the workers' health and safety;
- The employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents, or emergencies.

Workers shall be provided with at least one day off in every 7-day period or, where allowed by national law, 2 days off in every 14-day period.⁸

10. REGULAR EMPLOYMENT

Suppliers and agents undertake that all the employment formulas they use are part of the applicable local laws. Thus, they shall **not** impair the rights of workers acknowledged under

⁷ Aspects related to payment of wages will be governed by ILO Conventions 26 and 131.

⁸ Working day related issues will be governed by ILO Convention 14 (if a topic is not covered by Numidia policy)

labour and social security laws and regulations by using schemes that have no real intention to promote regular employment in the framework of regular employment relationships.

11. TRACEABILITY OF PRODUCTION

Suppliers and agents shall not assign any work to third parties without the prior written authorization of Numidia. Those who outsource any work shall be responsible for the enforcement of the Code by these third parties and their employees.

Likewise, suppliers and agents shall apply the principles of this Code to any homemaker involved in their supply chain.

12. HEALTH AND SAFETY OF PRODUCTS

Suppliers are responsible for all products supplied to Numidia to comply with Numidia health and safety product standards that are communicated to Supplier in writing and agreed to by Supplier so that the commercialized products do not entail any risk to customers.

13. ENVIRONMENTAL AWARENESS

Suppliers and agents shall be duly committed at all times to protect the environment and shall comply with the standards and requirements of the applicable local and international Laws and Regulations.

Likewise, they commit to comply with environmental standards established by Numidia including, if applicable, the necessary measures to reduce and compensate such impact in order to apply said standards.

14. ENERGY & GREENHOUSE GASSES

All efforts to reduce greenhouse gasses where possible shall be made. Renewable energy sources shall be used where possible and affordable.

15. CONFIDENTIALITY OF INFORMATION

Suppliers and agents shall preserve the integrity and confidentiality of the information they may receive during their commercial relationship with Numidia.

The obligation of confidentiality will remain once the relation with Numidia is terminated for a period of 3 years, and it will include the obligation to either return or destroy any confidential information held by the suppliers.

16. CODE IMPLEMENTATION

Suppliers and agents shall ensure that all employees, especially those in any way involved in the Numidia Supply Chain, adhere to this code.

16.1 TRANSPARENCY

Suppliers and agents shall carry out their activities in an honest, upright and transparent way, keeping for these purposes and appropriate accounting records system that facilitates the traceability of their decisions, as a preventive measure versus any type of corruption, bribe and extortion that might arise.

Suppliers and agents shall not offer, grant, request or accept any gifts or donations to/from Numidia employees which might infringe the provisions of the 'Numidia Code of Conduct'.

Suppliers and agents shall not manipulate or influence their workers, nor shall they forge any files or records to alter the verification process regarding compliance with this Code.

Suppliers and agents shall neither offer nor accept remuneration of any kind which seeks, or may be perceived to seek, to affect the imperial judgment or the objectivity of such parties appointed by Numidia to carry out inspections and compliance audits in connection with this Code.

16.2 REFERENCE TO NATIONAL LEGISLATION, CONVENTIONS AND AGREEMENTS.

The provisions of this Code constitute only minimum standards. Should national regulations or any other applicable Law or any other commitments undertaken or applicable, including collective bargaining agreements, govern the same issue, the provision which offers greater protection for workers shall apply.

Numidia assumes, as part of its internal norms, the content of national and international Agreements and Conventions to which it has adhered, and that they are applied in its relationship with suppliers, committing to their promotion and compliance.

16.2.1 ANTI-CORRUPTION LAWS

Supplier and agent shall conduct its businesses in compliance with applicable anti-corruption laws and anti-bribery laws in each Relevant Jurisdiction and institute and maintain policies and procedures designed to promote and achieve compliance with such laws. No supplier and agent shall directly or indirectly use the proceeds of any payment for any purpose which would

breach applicable anti - corruption laws and anti-bribery laws in each Relevant Jurisdiction.

16.2.2. ANTI-MONEY LAUNDERING

No supplier and agent shall engage in, or fund all or part of any payment out of proceeds derived from, any unlawful activity which would result in any violation of any applicable law or regulation in any Relevant Jurisdiction concerning anti - money laundering or the prevention thereof.

16.2.3. ANTI-BOYCOTT RESTRICTIONS

Suppliers and agents will arrange that no transactions in relation to Numidia will result in (i) any violation of, conflict with or liability under EU Regulation (EC) 2271/96 or (ii) a violation or conflict with section 7 foreign trade rules (AWV) (Außenwirtschaftsverordnung) (in connection with section 4 paragraph 1a no. 3 foreign trade law (AWG) (Außenwirtschaftsgesetz)) or a similar anti - boycott statute.

16.3. VERIFICATION OF COMPLIANCE.

Suppliers and agents shall authorize Numidia and/or any third parties the former might appoint, to monitor the appropriate enforcement of the Code. For these purposes, Supplier shall provide the required means and the appropriate access to that portion of the facilities and that documentation related to the Supplier's obligations to Numidia required to ensure this verification. Any inspection is subject to Supplier's reasonable restrictions, including confidentiality. The inspection must take place during Supplier's regular business hours. Upon entering Supplier's facilities, Numidia and/or any third party appointment by Numidia agrees to sign and abide by Supplier's business visitor forms and policies.

16.4. REPORTING CONCERNS OR IRREGULARITIES

Suppliers and agents will report their concerns or irregularities in relation to this Code to the following email-address: whistleblower@numidia.nl. All reports sent to this email-address will be treated confidentially.

17. BRIBERY, GIFTS, CONFLICTS OF INTEREST, PROHIBITED PROCEDURES AND PAYMENTS

17.1. BRIBERY

Suppliers and agents refrain from any form of corruption including extortion and active or passive bribery.

17.2. GIFTS

Suppliers and agents respect that Numidia employees do not give or accept any gifts or favors that could compromise or raise doubts about the neutrality of the decisions made by Numidia or the supplier. Suppliers are aware of this policy and adhere to Numidia's requirements.

17.3. CONFLICTS OF INTEREST

Suppliers and agents disclose to Numidia all available information about any conflicts of interest including financial interests of a Numidia employee in any of suppliers' or agents' businesses.

17.4 PROHIBITED PROCEDURES

Suppliers and agents acknowledge to understand that the following procedures are prohibited: falsification of documents, collusive bidding, price fixing, price discrimination or unfair trade practices in violation of antitrust laws (OECD Guidelines for Multinational Enterprises).

17.5 PROHIBITED PAYMENTS

Suppliers and agents acknowledge to understand that the Foreign Corrupt Practices Act (FCPA) makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.

18. CONTRACTUAL ARRANGEMENTS

The obligations under this Code are additional to the Supplier's (or Agent's) other obligations pursuant to any contract between Numidia and the Supplier (or Agent).

The obligations under this Code shall continue in force in respect of any deliveries from the Supplier to Numidia, regardless of the termination or expiry of any purchase contract between the parties.