

Supplier Code of Conduct

Version 3 Approved by the board of directors: 06 02 2025





Supplier Code of Conduct

1. <u>General</u>

This Supplier Code of Conduct applies to United Petfood Group BV and each and every subsidiary company of United Petfood Group BV (hereinafter 'United Petfood').

United Petfood is a 100% private label producer of high-quality dry & wet pet food, biscuits and snacks. We focus on building sustainable relationships with our stakeholders, partners and/or suppliers based on trust, integrity and transparency.

We are an international company with respect for local values. We embrace different nationalities, cultures and backgrounds within our team.

1.1. <u>Objective</u>

The objective of this Supplier Code of Conduct is to communicate rules and policies to our company's suppliers in line with what United Petfood believes is a socially fair and sustainable way to do business.

1.2. <u>Scope of application</u>

All our suppliers of goods and services (hereafter referred to as 'Supplier(s)') are expected to comply to the Supplier Code of Conduct. Suppliers have their own responsibility to perform their work with honesty and integrity in areas not specifically addressed by this Supplier Code of Conduct.

We expect our Suppliers to adopt a similar Supplier Code of Conduct that applies to the business relationship with their own suppliers and contains rules at least as strict as this Code of Conduct, or to ensure in any other way that their suppliers adhere to similar social, ethical and environmental standards as laid out in this Supplier Code of Conduct.

United Petfood ensures that all Suppliers are provided with a copy of this Supplier Code of Conduct. Supplier will notify United Petfood on their acceptance of this Supplier Code of Conduct by sending back a signed copy of this policy and/or their acceptance by e-mail. United Petfood may follow up on compliance to this Supplier Code of Conduct via annual audits, annual conversations or annual confirmation.



Please note that any breach of this Supplier Code of Conduct may have adverse consequences for the relation between Suppliers and United Petfood.

1.3. Expectation

United Petfood acknowledges that Supplier and the goods and/or services delivered have a vital role in the representation of United Petfood and its business. Supplier is aware that United Petfood places value in corporate social and environmental responsibility and shares this commitment. Supplier accepts that it is responsible for the effects of its activities on the environment, employees and the society in which it operates. The Supplier informs United Petfood about activities that affect these themes if requested.

2. Corporate Social and Environmental Responsibility

2.1 Integrity

2.1.1. Compliance to regulations

United Petfood requires its Suppliers to operate in compliance with the laws, regulations and ethical standards of the country in which they operate, where they sell products or services, and/or employ or contract personnel. Supplier is responsible for knowing and complying with all applicable laws in connection with the products and/or services Supplier is providing to United Petfood.

2.1.2. Anti-bribery & corruption

United Petfood does not tolerate any form of corruption, extortion or bribery by Suppliers. Suppliers should exercise sound and ethical practices and shall not take unfair advantage of anyone through manipulation, concealment, abuse of privileged or confidential information, misrepresentation of material facts, fraudulent and corrupt behaviour or any other unfair dealing practice. For more information, please consult our Anti-Corruption & Anti-Bribery policy.

2.1.3. Gifts and entertainment

No United Petfood employee may give to or accept from Suppliers and no staff of Supplier may give or accept from any United Petfood employee or any other supplier, any gifts or incentives that could compromise or raise



doubts about the neutrality of the decisions and shall always act in accordance with the United Petfood Anti-Corruption & Anti-Bribery policy. Cash and cash equivalents (gift cards) are prohibited in all cases. Business lunches, dinners, and similar outings, solely when conducted in the ordinary course of business, are permitted if attendance does not affect or is not expected to affect the business judgment of United Petfood's employee.

2.1.4.Anti-competition

Supplier shall adhere to anti-trust and other competition laws.

2.1.5. Confidentiality and intellectual property rights

Supplier shall protect all confidential information provided by United Petfood and its respective business partners. Supplier shall at all times respect all intellectual property rights of others, including those of United Petfood and manage technology and know-how in a manner that protects such intellectual property rights.

2.1.6. General Data Protection Regulation

United Petfood attaches great importance to the protection of privacy and personal data in its business relations and respects the data protection laws. United Petfood requires Supplier to protect personal information in compliance with the European General Data Protection Regulation (EU) 2016/679 of 27 April 2016 ('GDPR') and all applicable (local) privacy laws. Suppliers shall collect personal data only for legitimate business purposes, use it in a legal, transparent and secure manner, share it only with those with permitted access, protect it in accordance with security policies, retain it only as long as necessary and require third parties with access to personal data to protect it.

2.1.7. Export controls & sanctions

Supplier will comply with all national and international trade and export control regulations, as well as embargoes and sanctions imposed by national or supranational bodies or governments regarding business transactions with countries, companies and persons, and the transfer of goods and services, software or technology between countries.

2.1.8. Conflicts of interest

Supplier should avoid any business activity that conflicts or interferes with their delivery of products and services to United Petfood.



2.1.9. Safety of products and/or services

Supplier guarantees that it will deliver products and services that are considered to be of high quality, safe in use, and free from defects and/or faults. Furthermore, Supplier shall ensure that the products provided to United Petfood are in compliance with requirements covered under the scope of all relevant regulations and/or specifications communicated by United Petfood.

2.2. Labour conditions and human rights

2.2.1.<u>Human rights</u>

United Petfood is committed to act in accordance with internationally recognized human rights, the UN Universal Declaration of Human Rights (UDHR) and the International Labour Organization (ILO) conventions as to protect and respect the fundamental human rights of anyone affected by our operations. Suppliers are expected to be equally committed to respect internationally recognised human rights, ILO conventions and the UDHR. For more information, please consult the United Petfood Human Rights policy.

2.2.2. Labour conditions

Suppliers will treat each employee or (migrant) workers fairly and ethically, with dignity and respect and commits to a workplace free from any type of verbal, physical, psychological or sexual harassment or abuse. For more information, please consult the United Petfood Anti-Discrimination, Anti-Harassment and Equal Opportunities policy.

United Petfood expects from its Suppliers to respect and adhere, as a minimum, all applicable (local) laws, regulations and international standards related to labour and employment practices including, but not limited to forced labour, child labour, non-discrimination, minimum wages and compensation, working hours and leave, freedom of association.

- <u>Child Labour</u>: United Petfood does not accept any child labour. Supplier shall not, in any stage of its activities, employ nor tolerate the employment of, any workers below the age of 15 years or the locally applicable minimum legal age, whichever is more stringent.
- <u>Involuntary / Forced Labour</u>: Supplier will not use any forced or involuntary labour, including but not limited to involuntary prison labour, illegal labour and bonded labour. Supplier will not engage in



human trafficking or slavery practices of any kind. All employees shall have the choice to leave their employment freely upon reasonable notice.

- <u>Non-discrimination</u>: Supplier shall refrain from discrimination of any form on the basis of age, race, religious beliefs, political opinions or philosophical beliefs, union memberships, creed, colour, ethnic origin, nationality, language, marital/parental status, pregnancy or maternity, gender identity or expression, sex, sexual orientation, health, disability and ensures that employment is solely based on an individual's ability to perform such employment.
- <u>Wages</u>: Supplier shall compensate and pay fairly, regularly, on time and the minimum according to local wages regulations, prevailing industry wages and/or collective agreements, whichever is higher. Where these do not exist, Supplier shall compensate employees so at the minimum they can meet their and their families basic needs. Where local industry standards are higher than applicable legal requirements, we expect Supplier to meet the higher standards.
- <u>Working hours and leave</u>: Supplier shall comply with appropriate working hour requirements, including overtime, breaks, public holidays rest periods as established by national law, relevant collective agreements and international standards. Employees are entitled to at least one day off in every seven-day period. Where such regulations do not exist, working hours shall not exceed 60 hours per week including overtime.
- <u>Associations</u>: Supplier will respect the right of employees to freely associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or interference.
- <u>Health & Safety</u>: Supplier will provide employees a safe, secure and healthy workplace and working environment, which includes but is not limited to access to potable water and sanitary facilities, adequate lighting and ventilation, fire safety, process safety, provision of basic personal protective equipment appropriate to the nature of work. Furthermore, Supplier shall ensure adequate health and safety management of workforce by inter alia appointing a competent person to manage health, safety and environmental programs and improvements, giving basic relevant training on health and safety systems and emergency preparedness to ensure employees are sufficiently aware of possible risks and empower employees to report



unsafe practices without fear of reprisal. Supplier shall ensure that the same standards of health and safety are applied in any housing that they provide for employees.

2.3. Environment

Suppliers are expected to comply with applicable environmental regulations and take into account the impacts of their operations and products on the environment, climate change, and the depletion of natural resources, such as but not limited to waste, effluents, packaging, and/or energy efficiency. For more information, please consult the United Petfood Environmental policy.

- Environmental permits: The Supplier must have the relevant environmental permits and licences for its operations.
- Waste management: Supplier shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle (non-) hazardous waste.
- Water management and wastewater treatment: Supplier shall use water as efficiently as possible since water remains a scarce resource in many parts of the world. All outgoing wastewater from wet processes must be treated before discharge. The treated wastewater quality must meet the requirements in local legislation or European standards.
- Air emissions management: Supplier shall identify, manage, reduce, and responsibly control air emissions from its activities/operations that pose a hazard to the environment. Supplier shall routinely monitor the performance of its air emission control systems.

2.4. Monitoring and enforcement

Supplier shall take appropriate measures to ensure that the provisions of this Code of Conduct are communicated to and readily available to all employees involved in the business and activities with United Petfood.

When working with subcontractors providing goods or services directly or indirectly to United Petfood, Supplier shall ensure that such subcontractors will accept and meet the requirements of this Code of Conduct or adhere to standards comparable to those set forth in this Code of Conduct.



To ensure and demonstrate compliance with the United Petfood Supplier Code of Conduct, Supplier must maintain all relevant documentation and provide supporting documentation to United Petfood upon first request.

To assess such compliance, United Petfood reserves the right, upon reasonable notice, to audit and inspect the facilities and operations and employer-provided housing, and the facilities and operations of its subcontractors, with or without the support of a third party.

Whenever any violation of this Code of Conduct is known or suspected, including any violations by an employee, officer, agent or subcontractor of the Supplier or by United Petfood employees, Suppliers are responsible for promptly reporting such violation to United Petfood and for taking all necessary corrective actions in a timely manner. Failure to do so or repeated serious violations of this Code of Conduct and/or local law may lead to reduced business, suspension of business and ultimately to the termination of all activities as one of the Suppliers of United Petfood.

3. <u>Governance – Roles - Responsibilities</u>

The General Manager is responsible for implementing and monitoring this Supplier Code of Conduct at the relevant subsidiary under its supervision. This includes ensuring that all operations/activities align with the Code's objectives and that employees and Suppliers comply with its guidelines. Severe violations of the Supplier Code of Conduct should be reported to Group Management, and if necessary, to the Board of Directors.

4. <u>General</u>

This Supplier Code of Conduct takes effect on February 6th, 2025 and replaces all previous Supplier Code of Conducts at group level.

Where a local Supplier Code of Conduct is implemented at the relevant subsidiary, or local standards, law and regulations differ from this Code of Conducts, the most stringent rules shall apply.

United Petfood reserves the right to amend this Supplier Code of Conduct at any time and will announce such amendment 5 business days before it takes effect.