

JUNE 2024



SUPPLIER CODE

HUMAN RESOURCES DEPT.
CONESA GROUP

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1. PURPOSE.

The CONESA/CONESA Group Supplier Code ("the Code") defines the minimum non-negotiable standards that we require our suppliers and their subcontracted suppliers ("the Supplier") to respect and comply with when doing business with the CONESA/CONESA Group.

This document assists in the ongoing implementation of our commitment to international standards such as the OECD Guidelines for Multinational Enterprises, the UN Guidelines on Trade and Human Rights, the core conventions of the International Labour Organisation (ILO) and the ten principles of the UN Global Compact, beyond our own business, to all links in our supply chain.

The Code is the extension of our CONESA/CONESA Group Corporate Business Principles and the basis of our Responsible Sourcing policy.

2. SCOPE.

The Code standards set out expectations for the Supplier with whom the CONESA/CONESA Group does business, including parent, subsidiary or affiliated entities, as well as all those with whom they do business, including all employees, suppliers and other third parties.

It is the Supplier's responsibility to disclose, educate and act diligently in verifying compliance with this Code to its employees, agents and subcontracted suppliers, where applicable.

In Villafranco del Gadiana on the 3rd of June
2024

Manuel Vázquez Calleja

(CEO)



1. Binding principles.

CONESA/CONESA Group fully supports the UN Framework Convention and the UN Guidelines on Business and Human Rights and expects the Supplier to respect all human rights, including labour rights, in all its business activities. At a minimum:

Freedom of association and the right to collective bargaining

The Supplier must grant its employees the right to freedom of association and the right to bargain collectively, as set out in all applicable laws and regulations.

Forced labour

The Supplier shall not, under any circumstances, use or benefit from any other form of forced labour in accordance with ILO Convention No. 29 on Forced Labour and ILO Convention No. 105 on the Abolition of Forced Labour.

Work placements

The Supplier shall only employ workers who are legally authorised to work on its premises and is responsible for validating employees' suitability to work through appropriate documentation. All work shall be voluntary and workers shall be free to leave work or terminate their contract on reasonable notice. As far as possible, work performed should be based on the employment relationship recognised and established through national laws and practices. Obligations to employees subject to labour or social security laws and regulations arising from normal employment relationships shall not be avoided through the use of labour-only contracts, subcontracts or home-based contracts, or through internship programmes where there is no intention to impart skills or provide employment, nor shall such obligations be avoided through the excessive use of fixed-term contracts. In the case of employment through third party employment agencies, the Supplier shall comply with the International Labour Organisation Convention No. 181 on Private Employment Agencies.



Minimum hiring age

The use of child labour by the Supplier is strictly prohibited in accordance with ILO Minimum Age Convention No. 138 and ILO Convention No. 182 on the Elimination of the Worst Forms of Child Labour. ILO Minimum Age Convention No. 138 states that no child under the age of 15 (or 14 in some developing countries) is permitted to work, with exceptions permitted by ILO or national laws. If the Supplier employs young workers, it must demonstrate that the work does not expose them to unnecessary physical risks that may impair their physical, mental or emotional development.

Fair and equitable treatment

The Supplier shall act with dignity, respect and integrity in dealing with its employees:

- During employment and recruitment practices, the Supplier shall not discriminate on the basis of such criteria as race, colour, religion, sex, age, physical fitness, national origin, sexual orientation, political affiliation, trade union membership, medical tests or marital status, in accordance with ILO Convention No. 111 on Discrimination.
- No form of harassment, threats, intimidation or abuse should be tolerated. verbal, sexual, physical or psychological.
- The Supplier shall respect the privacy rights of its employees whenever it collects private information or implements employee monitoring practices.

Working hours and rest days

The Supplier shall ensure that its employees work in accordance with all applicable laws and mandatory industry standards regarding normal working hours and overtime, including breaks, rest periods, holidays and maternity and paternity leave. In the absence of laws, the Supplier shall not request a normal working week of more than 60 hours, employees shall have at least one day off after six consecutive working days and all overtime worked shall be voluntary and compensated at a premium rate.



Wages and benefits

The Supplier's employees must have wages and benefits that, at a minimum, comply with national laws or industry standards, whichever is higher, as well as binding collective bargaining agreements, including overtime and other bonus payment arrangements.

2. Health and safety.

The CONESA/CONESA Group expects the management and operating systems, as well as the employees, of the Supplier to work to prevent occupational illnesses and injuries.

Workplace environment

The Supplier shall provide its employees with a healthy and safe working environment. As a minimum, drinking water, sanitation, adequate ventilation, temperature and lighting and personal protective equipment, as well as equipped workstations, must be provided. In addition, the facilities must be constructed and maintained in accordance with the standards set out in applicable laws and regulations.

Emergency preparedness

The Supplier shall be prepared for emergency situations. This includes evacuation and worker notification procedures, emergency drills and training, adequate first aid supplies, appropriate fire detection and extinguishing equipment and adequate emergency exits. The Supplier shall regularly train employees in emergency planning, response capabilities and medical assistance.

Product safety and quality

All products and services supplied by the Supplier must meet the safety and quality standards required by applicable law. When doing business with or on behalf of the CONESA/CONESA Group, the Supplier must comply with the quality requirements of the CONESA/CONESA Group.

3. Environmental sustainability.

CONESA/CONESA Group requires its Supplier to comply with all applicable environmental legal requirements and to demonstrate continuous improvement of its environmental performance.

Environmental permitting and reporting

The Supplier shall ensure that all necessary environmental permits and registrations are obtained, kept up to date and reporting guidelines followed, so that they are legally valid at any time.

Safety of hazardous products and materials

The Supplier shall identify hazardous substances, chemicals and materials and ensure their safe handling, movement, storage, recycling, use and disposal. All applicable laws and regulations related to hazardous substances, chemicals and materials shall be strictly followed. Supplier shall comply with material restrictions and product safety requirements set forth in applicable laws and regulations. The Supplier shall ensure that key employees are aware of and trained in product safety practices.

Resource consumption, pollution prevention and waste minimisation

The Supplier shall optimise its consumption of natural resources, including energy and water. The Supplier shall implement and demonstrate positive measures to avoid pollution and minimise the generation of solid waste, wastewater and gas emissions. Prior to discharge or disposal, the Supplier shall define and treat wastewater and solid waste appropriately and in accordance with applicable laws and regulations.

4. Business integrity

CONESA/CONESA Group requests the Supplier to comply with all applicable laws and regulations on ethical trade in the countries in which the materials are sourced, produced and incorporated into CONESA/CONESA Group's product ("country of use"). In the case of services, the location of service provision shall prevail.



Anti-bribery

The Supplier must never offer or promise any personal or improper advantage, either directly or through intermediaries, to obtain or retain business or other advantage from a third party, whether public or private. The

Supplier shall not pay, arrange or accept bribes and shall not take any action to violate or cause its business partners to violate any applicable anti-bribery laws and regulations, including the US Foreign Corrupt Practices Act.

US. The US and the UK Bribery Act.

Complaint mechanisms

The Supplier shall have systems in place to allow for anonymous complaints, reporting or management. A responsible person shall be designated to continuously monitor the complaint mechanism, keep records of problems that have arisen and take appropriate action in a confidential manner.

Registers

The Supplier shall maintain up-to-date and transparent books and records to demonstrate compliance with applicable materials, services and governmental and industry regulations.

Origin

The Supplier shall be able to disclose all potential sources of primary origins (country of origin) associated with the deliveries made. CONESA/CONESA Group reserves the right to request the Supplier to create, at any given time, a complete supply chain mapping back to the origin to facilitate the assessment of supply chain compliance.

Intellectual property

The Supplier shall take appropriate measures to safeguard and maintain the confidential or proprietary information of its business partners and shall use such information only for the purposes authorised in the contractual agreement. In case of subcontracting, confidential information shall only be shared with the consent of CONESA Group/CONESA Group.



Conflict of interest

The Supplier is expected to inform the CONESA/CONESA Group of any situation that could be considered a conflict of interest and to disclose to the CONESA/CONESA Group if any employee of the CONESA/CONESA Group or any professional engaged by the CONESA/CONESA Group has an interest of any kind in the Supplier's business or has any economic ties with the Supplier.

3. COMPLIANCE AND REPORTING.

1. Compliance and enforcement

The CONESA/CONESA Group expects the Supplier to comply with all applicable laws and regulations and, in particular, those relating to the pillars detailed in this document and to strive to comply with international and industry standards and best practices.

In addition, the CONESA/CONESA Group reserves the right to verify compliance with the Code through internal or external assessment mechanisms and to require the implementation of developments based on audit requirements or complementary Responsible Sourcing Guidelines.

Acceptance of the Code is a prerequisite in all CONESA/CONESA Group contracts for suppliers. The standards of the Code do not replace, but are in addition to, the provisions of any legal agreement or contract between suppliers and the CONESA/CONESA Group.

2. Reporting infringements

The Supplier shall report any suspected violation of regulations, laws or the Code. Violations should be reported to the CONESA/CONESA Group contact person or may be reported confidentially through the following channel:

canal.etico@conesagroup.com



4. SUPPLIER'S ACCEPTANCE (IF REQUESTED BY CONESA)

The undersigned confirm that:

- We have received and taken due note of the contents of the CONESA Group/CONESA Group Supplier Code, published by the CONESA Group/CONESA Group;
- We are aware of all relevant laws and regulations in the countries in which our company operates;
- We will inform the CONESA/CONESA Group of any suspected breaches of the Code;
- We will comply with the requirements of the CONESA/CONESA Group Supplier Code, following a development-oriented approach and without modifications or derogations;
- We will inform all our employees/subcontractors about the content of the CONESA/CONESA Group Supplier Code and ensure that they also comply with the provisions contained therein.

We hereby authorise the CONESA/CONESA Group or any organisation acting on behalf of the CONESA/CONESA Group to conduct audits with or without prior notice at our premises and the business premises of our subcontractors at any time to verify compliance with the contents of the CONESA/CONESA Group Supplier Code. (See explanatory note 1).

Company name _____

Signature _____ Company stamp / Company seal _____

Name and position _____

Company registration / legal identification / company code / number _____

Date and place _____

This document must be signed by an authorised representative of the Supplier and forwarded to the requesting CONESA/CONESA Group purchasing organisation.

Explanatory note 1: With the clause CONESA Group reserves the right to monitor the facilities of suppliers and subcontractors to ensure compliance with the provisions of the Code. Such monitoring can be done either directly or through third parties authorised by the CONESA Group, such as external auditors, industry organisations or even customers of the CONESA Group.