

Code of Conduct of SRG International

Foreword

SRG International B.V., including all its entities, (hereinafter: “SRG”) attaches great importance to social and environmental sustainability when cooperating with business partners along the entire supply chain. This Code of Conduct outlines the relevant fundamental principles and high ethical standards within our company and in our relations with customers, suppliers, authorities and the public in general and is vital for our continuous success wherever we operate.

For this reason we have developed the Code of Conduct (hereinafter: “CoC”), which is based on different international social and environmental fundamental principles such as the Universal Declaration on Human Rights, UN Convention on the Rights of the Child and Women, Paris Agreement on climate change etc.

The principles contained in this CoC are the foundation of our corporate policies and inspire the practices, guidelines, and operating procedures adopted by SRG. Whenever more detailed clarifications are needed on how to implement SRG’s values and culture in operational practices, specific guidelines will be issued to supplement those already existing.

Scope of application

This Code of Conduct applies to all suppliers, agents, distribution centers, distributors, as well as their subcontractors and other suppliers (hereinafter referred to also as business partners), that are in a business relationships with SRG.

Commitment

Business partners commit to have verification mechanisms and well-functioning management systems in place to implement, comply with and examine the principles laid down in this CoC. These shall include clear policies, proof of certification, adhering to health and safety standards, an accountable organization, routines, communication and feedback mechanism to identify, correct and improve social, health & safety and environmental impacts. When submitting information, the business partner is expected to be transparent and trustworthy at all times.

That is why we can ask our suppliers to provide us with proof, reports, action plans and certifications to document compliance with fair and ethical working conditions and sustainable, circular methods.

We keep our communication lines open with our suppliers, and where possible provide guidance to our suppliers to continuously improve in line with our standards. So, together we shape the way towards a nature positive world.

Code of Conduct provisions

1. Employment

1.1. Prohibition of discrimination

The business partner shall refrain from any form of discrimination. In particular, no one shall be disadvantaged on grounds of age, gender, sexual orientation, pregnancy, disability, nationality, ethnic origin, color, religion or belief, political opinion, social background or marital status. Discrimination occurs when a person on the basis of the above-mentioned characteristics or other circumstances that cannot be objectively justified. The equal opportunities of women and men are guaranteed in all aspects of education and in personal and career development shall be ensured.

1.2. Fair treatment

The business partner does not use forced or involuntary labor of prisoners. He ensures that there is no rough or inhumane treatment in the workplace. This includes, in particular, sexual harassment, corporal punishment, mental and physical coercion and verbal abuse towards employees. Nor shall employees be threatened with such behavior.

1.3. Wages and working hours

Business partners shall comply with all applicable laws, regulations and industry standards regarding wages and working hours. Wages and other compensation shall at least conform to national legal regulations and local industry standards. They should be clearly defined and regularly and fully paid respectively provided. The purpose is the payment of wages are too low for this purpose. Deductions for benefits in kind are permissible only to a small extent and only in reasonable proportion to the value of the benefit in kind. The business partner pays the statutory social security contributions and benefits to which the employees are entitled under national law (such as, for example, insurance benefits, overtime supplements and paid vacations).

In addition, the composition of the employees' compensation must be communicated regularly and in a comprehensible manner. The obligations arising from the employment relationship must be in writing and handed over to the employee in the form of an employment contract. The business partner shall not withhold any amounts for labor resources. Employees do not work more than the legally permitted number of working hours. Legally defined rest days shall be respected. Furthermore, employees may not be required to regularly work more than 48 hours per week and, including overtime, more than 60 hours per week. Such overtime must be compensated separately in accordance with national law or compensated by time off. Every employee is entitled to at least one day off after six consecutive working days.

1.4. Freedom of association

The business partner respects the right to freedom of association. Employees have the right to associate in accordance with the relevant laws, as well as to form or join trade unions and employee representatives. In addition, employees have the right to collective bargaining to resolve issues of relating to employment and wages. Under no circumstances may the exercise of these rights be retaliated against.

1.5. Health and safety

The business partner shall provide a safe working environment. Workplaces and facilities shall comply with applicable laws and regulations. Any violation of fundamental human rights at the workplace and in the business environment is prohibited. In addition, the requirements of fire safety and assistance in emergency situations must be met. In particular, young people should not be exposed to dangerous, unsafe or unhealthy conditions that endanger their health and development. Employees should receive regular training on occupational health and safety. In addition, the workplace should be sufficiently clean. If the business partner provides accommodation for employees, the same requirements apply. Management should designate an employee health and safety representative responsible for implementing and enforcing health and safety standards at work.

1.6. Disciplinary measures

Disciplinary action should be within the limits set by national law and internationally recognized human rights. Any inappropriate disciplinary action must be avoided, this includes in particular the withholding of wages, social benefits or documents (e.g. identification documents) and the prohibition to leave the workplace. In addition, the business partner shall respect the employee's right to terminate his contract.

1.7. Child labor and protection of minors

The business partner shall not use child labor and shall comply with the rules for the protection of minors. The minimum age of participation in employment must be not be below the age at which compulsory education ends by law. In no case may employees be younger than 15 years of age (14 years, respectively, when national law in accordance with ILO Convention 138 allows it). Both national regulations and international standards for the protection of minors must be observed. In addition, young people may not perform night work.

1.8. Gifts, presents & benefits

This CoC prohibits the offering and receiving of gifts or benefits which may be viewed as exceeding customary business and courtesy practices, or which may be interpreted as means to obtain privileged treatment in the performance of work activities. Gifts with a high money value or in cash or securities are not allowed and any other form of bribery will not be tolerated.

In particular, any behavior intended to corrupt government officers, officials or employees of Public Administration, authorities or public institutions in any form or through any means, is strictly prohibited. Local laws and regulations on the matter shall be scrupulously complied with. Entertainment and gifts offered to public

officers, if allowed, shall be approved by local government bodies and shall comply with local laws and regulations.

Bribery and corruption should not be confused with reasonable and acceptable payment for occasional meals, or other business courtesies, or normal costs to fulfil a valid agreement.

The provisions in this section shall be applicable whether the gifts and/or benefits are offered directly or through third parties.

1.9. Accurate books and records

The business partner shall do business based on fair and ethical management, trust and integrity. This means that the business partner maintains books and records that reflect all transactions in an accurate, honest, complete and timely way. The business partner is expected to employ appropriate quality audit and compliance processes for matters such as product and food safety, worker health and safety, financial statements and labor and employment. Further shall the business partner not engage in fraud, theft or misuse of assets, obscure any record, or circumvent any policy or process for personal gain.

2. Environment

SRG is committed to conducting business in a way that protects the environment, promotes sustainability, and supports global efforts to combat climate change. Business partners are expected to uphold these values throughout their operations.

2.1. Compliance with environmental laws

Business partners must comply with all applicable environmental laws and regulations. This includes requirements related to waste management, emissions, water pollution, and the handling of hazardous materials. Hazardous substances must be stored, handled, and disposed of safely and in accordance with legal standards. Employees must receive appropriate training in handling such materials.

2.2. Resource efficiency and environmental impact

Partners are expected to minimize environmental impact by reducing resource consumption and waste wherever reasonably possible. Continuous improvement in environmental protection, climate action, and biodiversity promotion is essential. SRG encourages proactive efforts to reduce pressures on the environment through sustainable practices.

2.3. EU Deforestation Regulation (EUDR)

In line with SRG's sustainability goals, all business partners must comply with the EU Deforestation Regulation (EUDR) by 31 December 2025. This regulation aims to prevent deforestation and forest degradation linked to products placed on or exported from the EU market. Non-compliance may result in corrective actions, contract suspension or termination, and notification to authorities. SRG relies on its partners to support responsible sourcing and ecosystem protection.

2.4. Animal welfare

SRG is committed to improving animal welfare across its supply chain. Business partners using ingredients derived from farm animals must comply with all applicable national laws on animal welfare. In the absence of legislation, partners are expected to follow the guidelines of the World Organization for Animal Health (OIE).

3. Communications

3.1. Confidentiality

The business partners must undertake all necessary measures to protect the confidentiality of business sensitive information (such as financial data, sales data, marketing and strategic plans) and other non-public information that they receive in the course of their business relationship with SRG. This information is confidential and business partners may not:

- disclose it to anyone outside SRG (except as required by law or as expressly agreed in advance by SRG);
- use it for personal or financial gain or to compete with SRG;
- use it to engage in inside trading activities.

3.2. Accurate and honest reporting

SRG requires its business partners to provide honest and accurate information regarding: the products and services provided to it, production methods, resources used or production facilities, traceability of products (and their ingredients), labelling and descriptions of products. Business partners must not make any misleading statements to SRG.

3.3. Data privacy

SRG respects the privacy rights of SRG's employees, customers and other stakeholders. SRG requires its business partners to comply with all applicable laws and regulations concerning the protection of personal data, to safeguard any personal data entrusted to it and to implement technical and organizational measures including appropriate security for hardware and software systems to ensure such personal data is secured from unauthorized or unlawful disclosure.

4. Compliance

4.1. Third parties

The business partner acknowledges the responsibility for ensuring that the companies, factories, employers, subcontractors and any other involved parties used by the business partner for the execution of its obligations agreed with SRG shall adhere to standards equivalent to this CoC. The business partner shall inform them of the content of this CoC and require compliance with the requirements and standards stated therein.

The provisions of this CoC constitute a minimum and not a maximum standards, and this CoC should not be used to prevent suppliers, companies, employers, factories or subcontractors from exceeding these standards. Parties involved applying this CoC are expected to comply with national and other applicable laws and international treaties and, where the provisions of law and this CoC address the same subject, to apply that provision which affords the greater protection.

5.2. Reporting of violations and duty to cooperate

If the business partner becomes aware of suspicions indicating a violation of this CoC, he must report it immediately. The business partner is obliged to provide written information on the violation upon request. The information shall include a detailed description of the violation, the persons involved and the resulting or possible consequences of the violation (e.g. governmental measures). The business partner shall cooperate with requests for information regarding a violation. This information shall be provided taking into account the legitimate interests of the business partner and the right of employees, in particular data protection and trade secrets. This also applies to violations at third parties used by the business partner. Furthermore, an internal reporting point for violations of these standards must be established; employees who make a report must not be penalized or disadvantaged for this reason.

5.3. Conflict of interest

SRG requires its business partners to make every effort to prevent the occurrence of situations that create a conflict between its interests and those of SRG.

5.4. Competing fairly

SRG's business partners expects us to compete fairly and independently and to promote fair competition. Accordingly, business partners should not engage in anti-competitive practices such as price fixing, market sharing, bid-rigging, output restriction, group boycott, information sharing and/or abuse of a dominant market position to reduce competition.

5.5. Audits

The business partner will enable auditing of compliance with the CoC. To this end, he shall respond in writing to requests for information and facilitate inspections of his company. The business partner shall grant access to relevant documentation necessary for the purpose of the respective investigation. Third parties (e.g. auditors) may be commissioned to carry out this examination. Upon request, the business partner grants corresponding investigative rights to subcontractors used to provide this service.

5.6. Termination

In the event of a violation of the obligation contained in this CoC, the business partner may be given an appropriate period of time to remedy it. If this is not possible due to the nature of the violation, he may be given a warning. If the business partner allows the deadline to elapse without remedying the violation or in the case of repeated violations, the contractual relationship may be terminated with immediate effect. In the case of repeated or serious violations, the contractual relationship can be terminated with immediate effect, even without setting a deadline or issuing a warning. This does not affect other rights, in particular a possible right to damages.

If you have any comments on this Code of Conduct or you would like to report a violation of this Code of Conduct, please do not hesitate to contact:

SRG International B.V. – Quality and Legal Department
E-mail: legal@srgi.eu

This Code of Conduct may be amended from time to time. Last version: August 2025