



Supplier Code of Conduct

Lead	GROUP PROCUREMENT DIRECTOR	Effective date	17/12/2024
Owner	HEAD OF SUSTAINABILITY	Version	1.0
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Introduction

At Greencore, our approach to responsible sourcing is underpinned by our commitment to continuously improve how we source goods and services, ensuring that our practices are ethical, environmentally sustainable, and socially responsible. We recognise the critical role our suppliers play in embedding responsible practices throughout our supply chain. By cultivating partnerships based on transparency, accountability, and collaboration, we strive to strengthen supply chain resilience and drive meaningful and lasting impact.

Purpose

Greencore's Supplier Code of Conduct (henceforth the "Code") outlines the Ethical and Environmental Standards that our suppliers are expected to uphold, as well as best practices we strongly encourage them to adopt. These standards align with our commitment to Sourcing with Integrity, which focuses on respecting workers' rights, promoting their wellbeing, and using natural resources responsibly to minimise environmental impact. The Requirements specified in the Code detail the actions suppliers must take to ensure and demonstrate compliance with these Standards.

Scope

This document is applicable to the following supplier groups:

- Tier 1 Ingredient and Packaging Suppliers.
- Labour Providers which supply workers for Greencore sites.
- Third-Party Service Providers hired to provide onsite people services to Greencore.

We expect our suppliers to uphold the relevant standards that apply to them and ensure the same level of compliance is maintained throughout their supply chain, including Tier 2 and any subsequent suppliers.

This document encompasses:

- **Ethical Standards (Appendix 1):** Derived from the Ethical Trading Initiative (ETI) Base Code, with additional social clauses (10-12) specific to Greencore.
- **Environmental Standards and Best Practice (Appendix 2):** Derived from customer requirements, our own commitment to Sourcing with Integrity and industry best practices.

Greencore reserves the right to update the content of this document and will formally notify suppliers of any changes, allowing sufficient time for preparation and compliance.

This document should be read in conjunction with the following Greencore documents:

- [Responsible Sourcing Policy](#)
- [Human Rights Policy](#)

Our Requirements for Suppliers

Ethical Requirements

We require our suppliers to comply with Greencore's Ethical Standards specified in **Appendix 1**, and adhere to the following:



- **Ethical compliance:** Suppliers must adhere to all Ethical Standards detailed in this document and comply with relevant laws and regulations. Where standards differ, the higher standard which affords greater protection for workers should always be met. This must be done while respecting the customs and cultures of the territories or regions in which they operate.
- **Worker protection:** Suppliers must provide workers with access to effective grievance mechanisms, ensure they are adequately protected in cases of harm, and offer appropriate remedies, while safeguarding them from any form of retaliation.
- **Human rights due diligence:** Suppliers and all sites within their supply chain must actively engage in due diligence activities as part of Greencore's risk management. Greencore reserves the right to conduct unannounced or semi-announced audits and site visits by the Human Rights Team. Suppliers are expected to fully cooperate and maintain transparency throughout these activities.

Environmental Requirements

While legal requirements apply universally, suppliers are responsible for assessing the applicability of each Environmental Standard outlined in **Appendix 2** to their operations or products. We use specific language to indicate whether compliance with a standard is mandatory or considered best practice:

- "Suppliers must" indicates a mandatory standard, unless the action does not apply to the supplier's operations or products, or if Greencore has explicitly granted an exception.
- "Suppliers are strongly encouraged to" indicates a best practice standard, and adhering to these demonstrates a commitment to excellence, continuous improvement, and would mean suppliers are better positioned for the future.

Note that Greencore's Labour Providers are not expected to demonstrate compliance with our Environmental Standards outlined in **Appendix 2**.

Monitoring and Reporting

To ensure alignment with Greencore's Ethical and Environmental Standards, suppliers are expected to maintain transparency in their practices and proactively address any compliance challenges.

Record keeping: Suppliers must maintain accurate and up-to-date records to demonstrate ongoing compliance with applicable standards.

Issue reporting: Suppliers must promptly inform Greencore of any challenges in meeting these standards, or any other significant concerns. This allows us to collaborate on solutions to resolve issues effectively.

Continuous improvement: Suppliers must strive for continuous improvement in advancing their efforts, ensuring these standards are maintained across all tiers of their supply chain. Efforts to exceed these standards are encouraged. Greencore is committed to supporting suppliers on this path of continuous improvement.

The applicability of specific actions detailed in **Table 1** below varies based on the individual supplier.

Area	Group	Action
APPLICABLE TO ETHICAL STANDARDS		
Sedex registration and SAQ completion	Tier 1 Ingredient and Packaging Suppliers	<ul style="list-style-type: none"> • Maintain an active Supplier Ethical Data Exchange (Sedex) membership. Create a Sedex account if not already a member and ensure membership is maintained. • Link the Sedex account to Greencore on the Sedex platform. • Share visibility of all supplying sites with Greencore. • Ensure the Sedex Self-Assessment Questionnaire (SAQ) for each site is 100% completed and updated at least every six months or whenever significant business changes occur. Share updated SAQs with Greencore.
Sedex registration and SAQ completion	Labour Providers	<ul style="list-style-type: none"> • Maintain an active Supplier Ethical Data Exchange (Sedex) membership. Create a Sedex account if not already a member and ensure membership is maintained. • Share visibility of all supplying sites with Greencore. • Link the Sedex account to Greencore on the Sedex platform. • Ensure the Sedex Self-Assessment Questionnaire (SAQ) for each site is 100% completed and updated at least every six months or whenever significant business changes occur. Share updated SAQs with Greencore.
Working Hours Tracking	Labour Providers	<ul style="list-style-type: none"> • Submit monthly reports to Greencore's Human Rights team to monitor colleagues' working hours and track compliance with ETI Base Code requirements.
Internal ethical audits	Labour Providers	<ul style="list-style-type: none"> • Undergo six-monthly audits in line with ETI Base Code Standards conducted by Greencore. Any non-compliances raised must be closed out and independently verified within the timescales agreed.
Internal ethical audits	Third-Party Service Providers	<ul style="list-style-type: none"> • Undergo annual audits in line with ETI Base Code standards conducted by Greencore. Any non-compliances raised must be closed out and independently verified within the timescales agreed.
APPLICABLE TO ENVIRONMENTAL STANDARDS		
Data sharing	Suppliers upholding Greencore's Environmental Standards	<ul style="list-style-type: none"> • Support Greencore in sustainability reporting by providing accurate and timely information upon request. This includes sharing comprehensive supply chain details, especially for multi-tier and international supply chains. • Participate in data requests from third parties on behalf of Greencore regarding supply chain and operational sustainability performance in a timely and robust manner. • For example, 3Keel, will contact every relevant supplier each year to report on their soy footprint between December to January

Our Commitment to Suppliers

We are committed to working collaboratively with our suppliers to help them meet the Requirements outlined in this document. If a supplier is uncertain whether they fall within the scope of specific Requirements or how certain Requirements apply to their operations or products, we encourage open communication, inviting our suppliers to share any challenges they encounter in meeting these. Our approach is flexible, recognising that each supplier's operations vary, and we are committed to providing tailored support as required. Our goal is to create an environment where suppliers feel able to raise concerns and confident that we will work together to find solutions.

Governance and Accountability

Accountability and implementation - Overall accountability for Supplier compliance with this Code sits with Group Procurement Director.

Code ownership - The owner of this Code is the Head of Sustainability, who is responsible for ensuring its regular review, effective maintenance and ongoing oversight.

Internal communication and training - This Code will be communicated to all relevant functions within Greencore via email and in-person meetings. Training sessions will be conducted for relevant teams upon implementation and after each subsequent review thereafter.

Monitoring - Implementation of this Code will be continuously monitored through data collection and stakeholder feedback by the Sustainability Team. Key metrics will be tracked, results will be communicated to senior leadership and relevant stakeholders, and any issues will be addressed promptly.

Document review process - This document will be reviewed on an annual basis, and updated to reflect changes in regulations, industry standards, and organisational goals.

Version Control

Version	Date	Comments
1.0	December 2024	Code of Conduct created

Supporting Information

Information Resource	Title	Owning Function	Link
Document	Responsible Sourcing Policy	Sustainability Team	Link
Document	Human Rights Policy	Sustainability Team	Link



Supplier Acknowledgement

By signing below, the supplier confirms that they have read and understood Greencore's Supplier Code of Conduct. The supplier affirms that:

- They fully understand all the Requirements that apply to them.
- They have had the opportunity to seek clarification from Greencore and ask any questions regarding the content of this document.
- They are committed to ensuring compliance with all Requirements outlined.
- Should any challenges arise in meeting these Requirements, they will inform Greencore, who will collaborate with the supplier to address the issue.

On behalf of the Supplier (complete in capital letters):

Company name: _____

Company address: _____

Authorised representative name: _____

Title: _____

Signature: _____

Date: _____

Appendices

Appendix 1: Ethical Standards

Note that the term “employer” can also refer to the labour provider, either in place of or in addition to the traditional employer, depending on the contractual arrangements in place.

1. Employment is freely chosen

- 1.1. There is no forced, bonded, or involuntary prison labour.
- 1.2. Workers are not required to lodge “deposits” or their identity papers with their employer and are free to leave their employer after reasonable notice.
- 1.3. Workers are not required to pay any fees or related costs associated with their recruitment or employment.

2. Freedom of association and the right to collective bargaining are respected

- 2.1. Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.2. The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 2.3. Worker representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 2.4. The election of worker representatives must be conducted in a transparent, fair, and democratic manner, and the process should be free from coercion or undue influence.
- 2.5. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

3. Working conditions are safe and hygienic

- 3.1. A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 3.2. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 3.3. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 3.4. Access to appropriate bathroom and water breaks shall be provided.
- 3.5. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 3.6. The company must ensure that immediate medical assistance is available in the event of illness or injury at work. This includes having qualified first aid personnel on-site and facilitating access to professional medical care if required.
- 3.7. The company observing the Code shall assign responsibility for health and safety to a senior management representative.

4. Child labour shall not be used

- 4.1. There shall be no recruitment of child labour.
- 4.2. Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; “child” and “child labour” being defined in the appendices.
- 4.3. Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 4.4. The minimum working age and rules for employing young workers will comply with either ILO conventions or local laws, whichever offers stronger protection. For clarity, ‘young

worker' in this context refers to an individual above the legal working age but before their 18th birthday.

- 4.5. These policies and procedures shall conform to the provisions of the relevant ILO standards.

5. Living wages are paid

- 5.1. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards, or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 5.2. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid. This information must be provided in a language that they understand.
- 5.3. All workers, including salaried staff, those on hourly rates, and piece rate workers, receive an itemised record of pay for each pay period, clearly indicating the components of compensation, including exact amounts for wages, benefits, bonuses, other incentives, and any deductions. This information must be provided in a language that they understand.
- 5.4. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

6. Working hours are not excessive

- 6.1. Working hours must comply with national laws, collective agreements, and the provisions of 6.2 to 6.6 below, whichever affords the greater protection for workers. Sub-clauses 6.2 to 6.6 are based on international labour standards.
- 6.2. Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.¹
- 6.3. All overtime shall be voluntary. Overtime shall be used responsibly, considering all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.
- 6.4. The total hours worked in any seven-day period shall not exceed 60 hours, except where covered by clause 6.5 below.
- 6.5. Working hours may exceed 60 hours in any seven-day period only in exceptional circumstances where all of the following are met:
- This is allowed by national law.
 - This is allowed by a collective agreement freely negotiated with a workers' organisation representative of a significant portion of the workforce.
 - Appropriate safeguards are taken to protect the workers' health and safety; and
 - The employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents, or emergencies.
- 6.6. Workers shall be provided with at least one day off in every seven-day period or, where allowed by national law, two days off in every 14-day period.
- 6.7. Workers shall be provided with rest breaks in compliance with national laws or collective agreements, whichever affords the greater protection for workers.

7. No discrimination is practiced

- 7.1. There is no discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on race, caste, national origin, religion, age, disability,

¹ International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced.

sex, gender, marital status, sexual orientation, pregnancy, union membership or political affiliation.

8. Regular employment is provided

- 8.1. Work performed must be on the basis of recognised employment relationship established through national law and practice.
- 8.2. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or homeworking arrangements. This also includes apprenticeship schemes where there is no real intent to impart skills or provide long-term employment opportunities.
- 8.3. Employers shall not evade these obligations through the excessive use of fixed-term contracts of employment as a means to circumvent regular employment rights and benefits
- 8.4. Contract terminations must be handled fairly, transparently, and in accordance with local laws. The reasons for termination should be clearly communicated to affected workers. Additionally, employers must provide all necessary documentation to ensure workers can seek employment elsewhere if required.

9. No harsh or inhumane treatment is allowed

- 9.1. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.
- 9.2. Anybody involved in harassment or abuse should be subject to appropriate punitive measures in accordance with company policies and legal requirements.

10. Entitlement to work

- 10.1. Only workers with a legal right to work in the country should be employed.
- 10.2. Eligibility to work must be established using the methods defined by local law.
- 10.3. Where original documents are reviewed to verify their right to work and confirm true likeness, they must be returned to the worker. If the employer holds these documents for safekeeping, the worker must have easy access to them at all times. In exceptional cases where the employer has temporary possession of a worker's passport for legitimate reasons, the worker should be informed promptly, and access should be restored as soon as possible.

11. Use of labour providers and third-party service providers

- 11.1. Labour providers shall hold valid licenses as required in the territories where they operate.
- 11.2. Relationships with labour providers shall be covered by a Service Level Agreement (or equivalent) which meets all national legal requirements
- 11.3. Labour providers shall only supply workers registered with them.
- 11.4. Labour providers shall be properly vetted before engagement and audited on a regular basis to ensure compliance with local labour laws and to prohibit exploitative practices, such as forced labour and child labour.
- 11.5. Suppliers and labour providers should not charge workers any fees or related costs associated with their recruitment or employment.

12. Grievance mechanisms

- 12.1. There should be a procedure that allows workers to raise and address workplace grievances, without fear of reprisal.
- 12.2. The procedure must be clearly communicated to workers at the time of their recruitment and be easily accessible to all workers and their representatives.
- 12.3. The procedure should also be communicated to staff involved in grievance handling, alongside a non-retaliation policy to participate in this review process that ensures no worker faces adverse consequences for raising a grievance or participating in its resolution.
- 12.4. Individuals tasked with handling workplace grievances should be appropriately trained.
- 12.5. Workers' concerns should be addressed promptly, using an understandable and transparent process that provides timely feedback to those concerned.
- 12.6. The grievance procedure should not be used to undermine the role of trade unions and collective bargaining processes, and should not impede access to other existing judicial and non-judicial mechanisms.

Appendix 2: Environmental Standards and Best Practice

Area	Standard and Best Practice
Protection of the environment	<ul style="list-style-type: none"> • Suppliers, sites, growers, and farmers must carry out their activities in accordance with national laws, regulations, administrative practices and policies of the countries in which they operate as well as in accordance with relevant international agreements, principles, objectives, responsibilities and standards relating to the preservation of the environment. • Suppliers are strongly encouraged to identify significant environmental risks and hotspots linked to their raw materials, operations and/or services at least in the following areas: <ol style="list-style-type: none"> a. Use of harmful chemicals b. Energy consumption and sourcing c. Water use, availability and pollution d. Biodiversity loss e. Waste prevention and disposal f. GHG emissions and atmospheric pollution g. The removal or destruction of natural sinks that draw down and store carbon • Suppliers are strongly encouraged to have environmental improvement plans related to these significant risks and hotspots, with objectives and targets documented. • Suppliers are strongly encouraged to be able to demonstrate continued measuring and monitoring of all environmental impact areas above. • Suppliers are strongly encouraged to demonstrate that environmental considerations are a part of the design of their products and/or services. • Suppliers must implement measures to ensure its employees, subcontractors and suppliers comply with all applicable legal requirements detailed here and Greencore's Environmental Requirements. They are also strongly encouraged to pass on best practice standards. • Suppliers must inform Greencore if a significant environmental incident occurs at supplier's premises and/or as a result of a supplier's activities.
Land and Water Rights	<ul style="list-style-type: none"> • Suppliers must be able to demonstrate that they have identified and documented any legal and/or customary rights in relation to land and water use of their operations. • Suppliers must operate legally within their premises with the correct business licenses and permissions and have systems to ensure that all relevant land and water rights have been complied with:



	<ul style="list-style-type: none"> ○ When land or water rights have been relinquished by Indigenous People or Local Communities to the benefit of the supplier, the supplier must ensure that the decision was reached through a process of Free, Prior and Informed Consent in line with national legislation. • If a land or water rights claim against the supplier is raised through judicial or non-judicial processes, the supplier must engage in good faith to resolve the conflict and should keep Greencore informed at all stages of the claim.
Embedded soy	<ul style="list-style-type: none"> • Suppliers must ensure all soy purchased for animal feed in their supply chain in 2024 is at least covered by regional credits and that these are purchased by February 2025. This includes regional credits bought to the following standards: <ul style="list-style-type: none"> ○ CRS AMB ○ RTRS Regional Credits ○ Other standards may be considered • Suppliers are strongly encouraged to ensure all future purchases of soy for animal feed in their supply chain are <u>at least</u> mass balance certified, suitable standards include: <ul style="list-style-type: none"> ○ Cargill Triple S ○ RTRS Mass balance ○ ProTerra Mass Balance ○ ISCC Plus ○ Bunge Pro S ○ Amaggi Responsible Standard and DCF module ○ Other certifications may be considered • Suppliers are strongly encouraged to go beyond mass balance wherever possible and work towards achieving <u>verified</u> deforestation and conversion-free (vDCF) soy by December 2025, with a cut-off date of January 2020 or earlier. Either through replacing soy, sourcing from low-risk origins (e.g. North America or Europe), by purchasing soy certified to a suitable standard or through other established and evidenced due diligence processes. Suitable standards include: <ul style="list-style-type: none"> ○ ProTerra Segregated ○ RTRS - Segregated ○ USSAP ○ Organic ○ Donau Soya ○ Other standards are in development and will be considered once operational • Where not currently on track to achieve fully certified or verified soy by the end of 2025, suppliers are strongly encouraged to develop and agree upon a detailed Soy Transition Plan with Greencore.
Other forest commodities	<ul style="list-style-type: none"> • All palm oil used in Greencore products must be physically certified by the Roundtable on Sustainable Palm Oil (RSPO) and sourced from a Segregated supply chain model. • Suppliers of cocoa to Greencore are strongly encouraged to certify the product to Rainforest Alliance mass balance standard. • Suppliers of board to Greencore are strongly encouraged to certify the product to FSC or PEFC standard.
Seafood	<ul style="list-style-type: none"> • All tuna supplied to Greencore must be either caught using a Pole and Line method or be MSC or F.I.P. certified. Greencore strongly encourages the use of certification over stated fishing methods but will work with relevant suppliers to achieve this.



	<ul style="list-style-type: none"> ○ Downstream customer requirements will influence which and these must be adhered to. • All cold-water prawns and surimi supplied to Greencore must be MSC certified. • All warm-water prawns supplied to Greencore must be B.A.P. 4* certified. • All salmon supplied to Greencore must be GlobalGAP certified.
On farm	<ul style="list-style-type: none"> • All UK fresh whole produce supplied to Greencore must be Red Tractor certified as a minimum. • All RoW fresh whole produce supplied to Greencore must be GlobalGAP certified as a minimum. • Suppliers are strongly encouraged to achieve LEAF marque certification in the countries the certifying body is present and has standards in.
Carbon measurement and reduction	<ul style="list-style-type: none"> • Suppliers are strongly encouraged to conduct a carbon footprint assessment covering their scope 1, 2 and 3 emissions. • Suppliers are strongly encouraged to establish near-term absolute emissions reduction targets that are validated by the Science Based Target Initiative, covering scope 1, 2, and 3 emissions and including FLAG emissions. • Suppliers are strongly encouraged to calculate detailed and specific product emissions factors and/or conduct Life Cycle Assessments ('LCAs') using primary data for Greencore SKUs.
Water risk management	<ul style="list-style-type: none"> • Suppliers are strongly encouraged to conduct an annual water footprint assessment of their supply chain, identifying sourcing risks from high-risk regions, including South Africa, Kenya, Spain, and specific UK areas like Kent, East Anglia, Wye, and Usk.
Food waste reduction	<ul style="list-style-type: none"> • Suppliers are strongly encouraged to establish food waste reduction targets aligned with the WRAP Food Waste Reduction Road Map or equivalent standards. • Suppliers are strongly encouraged to publicly report on food waste, following WRAP guidance.