

ORNUA BUSINESS PARTNER CODE OF CONDUCT

A. VALUES

The co-operative ethos is at the heart of how Ornua Co-operative Limited (“**Ornua**”) does business. As a co-operative, Ornua was founded on the premise of working together with its member suppliers and dairy farmers to create shared value for the Irish dairy industry.

Ornua’s expertise is in building sustainable routes to market to help add value to Irish milk and secure strong returns for its members and, in turn, Irish dairy farmers.

Headquartered in Ireland, Ornua has proudly brought the unique taste of Irish dairy to the world for over 55 years and has established subsidiaries, affiliates and offices worldwide. Ornua’s values are shared across Ornua Group.

B. GROWING FOR GOOD, SUSTAINABLY

Ornua Group’s sustainability framework, “Growing for Good, Sustainably”, sets out the positive steps we are taking to reach our sustainability goals. Growing for Good, Sustainably works in line with our internal Group strategy to 2025, “Growth for Good”, ensuring plans to further grow our business are synergised with our increasingly ambitious sustainability plans. To achieve our aims, Growing for Good, Sustainably will see us focus on three core pillars - caring for our environment, our animals, and our community. Our strategy sets out positive environmental, economic and social initiatives that benefit our environment, our business and our community.

This Ornua Business Partner Code of Conduct (“**Code**”) is part of the implementation of Growing for Good, Sustainably and is reflective of Ornua’s broader commitment to operate responsibly and uphold human rights. Ornua’s business philosophy, which is rooted in a co-operative ethos, requires that we work only with Business Partners who have the ability to consistently meet our standards and specifications and who are committed to values of conduct that are compatible with our own.

This Code is informed by the UN Guiding Principles on Business and Human Rights, the Fundamental Conventions of the International Labour Organisation (ILO) and the UN Sustainable Development Goals.

C. SCOPE, APPLICATION AND IMPLEMENTATION

This Code applies to all Ornua’s direct and indirect suppliers of goods and/or services including, without limitation, suppliers of ingredients, packaging and other raw materials, manufacturers, processors, co-packers, re-packers, distributors, warehouses, hauliers, agents, brokers and others working for or on our behalf worldwide in all categories, including their parent, subsidiary and affiliate entities (herein referred to as “**Business Partners**”).

This Code is also one of the Mandatory Policies for suppliers of goods and/or services to Ornua in accordance with the Standard Terms and Conditions of Purchase of Ornua entities, which are available upon request or at www.ornua.com/purchasetermsandconditions.

In this Code, any reference to “**employee(s)**” shall be deemed to include employees, contracted workers and any temporary labour used or retained, and any reference to “**Ornua**” shall be deemed to include Ornua Co-operative Limited and all its subsidiaries, affiliates and offices worldwide.

Our Business Partners are expected to align with the standards and requirements set forth in this Code. Where there is a pre-existing relationship with a Business Partner, application of this Code is in addition to,

and not in lieu of, any legal or contractual agreement between that Business Partner and the Ornua entity concerned.

We recognise that our Business Partners operate in many different legal and cultural environments. In all cases, however, we expect our Business Partners to comply with all applicable laws, statutes, regulations and codes in the jurisdiction concerned (“**Applicable Laws**”) and to adhere to the standards and requirements set out in this Code.

To verify Business Partners’ compliance with this Code, Ornua reserves the right, upon the provision of reasonable notice, to conduct audits of premises, operations and records. In case of unsatisfactory audit results, Ornua, at its sole discretion, reserves the right to suspend any purchases from the Business Partner concerned until the necessary corrective actions, as recommended by Ornua, have been implemented. Ornua further reserves the right to terminate its relationship with the Business Partner if any non-compliance issues identified in an audit are not corrected.

D. REQUIREMENTS

1. NO CHILD LABOUR

1.1 Business Partners shall not employ individuals below the age of 16, except if allowed by Applicable Laws and such exception is consistent with the ILO Minimum Age Convention, 1973 (No. 138).

1.2 Business Partners must ensure employees under the age of 18 are not allowed to:

- (i) Work in hazardous conditions or those that require handling hazardous materials in an unsafe manner;
- (ii) Work for more than 8 hours a day;
- (iii) Work primarily at night; or
- (iv) Work in a manner that unreasonably interferes with their education.

1.3 Where independent documents are not available, Business Partners need to employ other legitimate and reliable means for determining an employee’s age.

2. VOLUNTARY EMPLOYMENT / NO FORCED LABOUR

2.1 All labour must be voluntary. Business Partners shall not use any prison, slave, bonded, forced or indentured labour, or engage in any forms of compulsory labour, or any forms of slavery or human trafficking.

2.2 The ability of employees to move freely shall not be restricted by Business Partners through abuse, threats, or practices such as retention of passports or valuable possessions in an unlawful manner and without the employee’s consent.

2.3 Employees shall work freely, aware of the terms and conditions of their employment in advance and must be able to voluntarily end their employment without penalty on the provision of reasonable notice.

3. ABUSE, HARASSMENT AND DISCIPLINARY ACTION

- 3.1** Business Partners must treat all employees with respect and dignity and comply with Applicable Laws in relation to disciplinary practices.
- 3.2** Business Partners shall not engage in or permit any form of physical, mental, verbal, sexual or other abuse of employees.
- 3.3** Business Partners shall not establish monetary fines or take deductions from wages for disciplinary reasons.

4. FAIR AND EQUAL TREATMENT / NO DISCRIMINATION

- 4.1** Business Partners shall ensure fair and equal treatment of all employees. Business Partners shall not discriminate on the grounds of race, colour, age, gender, sexual orientation, religion, nationality, marital status, family status or union membership.
- 4.2** Business Partners shall comply with the ILO Equal Remuneration Convention, 1951 (No. 100) and the ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111).
- 4.3** Business Partners shall ensure that the terms and conditions of employment, including in relation to hiring, training, working conditions, compensation, benefits, promotions, discipline, termination and retirement, shall be based on the individual's qualifications, performance skills and experience.
- 4.4** Business Partners shall not conduct medical tests on employees that could be used to discriminate (e.g. pregnancy testing).
- 4.5** Business Partners shall strive to create an equitable, diverse and inclusive workplace for employees.

5. COMPENSATION AND BENEFITS

- 5.1** Business Partners shall fairly compensate all employees by providing wages and benefits in accordance with all Applicable Laws.
- 5.2** Business Partners shall ensure that wages paid for all hours worked meet at least the minimum wage under Applicable Laws or the local industry minimum standards for compensation, whichever is higher.
- 5.3** Business Partners shall pay employees on time, in accordance with Applicable Laws and, in all circumstances, wages must be paid on at least a monthly basis.
- 5.4** Business Partners shall provide all legally mandated benefits such as public holidays, paid vacation/annual leave, sick days, and maternity, paternity and family leave.

6. WORKING HOURS

- 6.1** Business Partners must comply with all Applicable Laws regarding regular working hours, rest periods and overtime hours.
- 6.2** Business Partners shall provide workers with at least 24 consecutive hours of rest during every seven-day period. If employees are required to work on a rest day due to exigent circumstances including the need for continuity of production or service, workers must receive an equivalent period of compensatory rest immediately afterwards.
- 6.3** Employees shall not be forced to exceed the applicable legal limit or regular working hours and overtime. No mandatory excess overtime is allowed unless Applicable Laws provide otherwise.
- 6.4** Employees shall not be unreasonably required to work overtime and will not be punished, penalised, or dismissed for refusing to work excessive amounts of overtime.

7. FREEDOM OF ASSOCIATION

- 7.1** Business Partners shall respect the right of employees to form and join trade unions and bargain collectively in a lawful and peaceful manner, subject to and in accordance with Applicable Laws. Business Partners shall not discriminate based on affiliation or non-affiliation.
- 7.2** Business Partners shall not allow unlawful interference by managers in the organisation of employees.

8. HEALTH AND SAFETY

- 8.1** Business Partners shall provide a safe, clean and healthy work environment that complies with all Applicable Laws pertaining to health and safety in the workplace.
- 8.2** Business Partners shall clean drinking water to all workers and an adequate number of washing and toilet facilities for both male and female employees.
- 8.3** Appropriate emergency exits and procedures need to be in place, including easily accessible emergency exit doors and stairways.
- 8.4** Facilities must have fire extinguishing equipment and fire alarms installed that are adequate for the hazard level of the facility's operations.
- 8.5** Business Partners shall provide all appropriate personal protective equipment to employees.
- 8.6** Business Partners shall consider putting policies and programs in place with the aim of preventing ergonomic-related injuries in the workplace and promoting health and wellness among employees.
- 8.7** Business Partners shall maintain records of health and safety training and accidents and injuries at the workplace.

9. ENVIRONMENT

- 9.1** Business Partners must comply with all Applicable Laws in relation to the environment. Business Partners must continuously strive to improve environmental performance.
- 9.2** Business Partners shall obtain and keep current, all required environmental permits.
- 9.3** Business Partners shall ensure the safe handling, movement, storage and disposal of hazardous materials and waste, and shall monitor and record such activities.
- 9.4** Business Partners are encouraged to implement programs to make their businesses more environmentally friendly, including the reduction of waste, recycling where possible and monitoring and recording emissions and water usage with the aim of increasing sustainability.
- 9.5** Business Partners are encouraged to have sustainable procurement policies in place for their own suppliers and business partners.

10. ETHICAL BUSINESS PRACTICES

- 10.1** Business Partners must comply with all Applicable Laws relating to anti-bribery and anti-corruption including, without limitation, the Irish Criminal Justice (Corruption Offences) Act 2018, the UK Bribery Act 2010 and any similar laws applicable in a relevant jurisdiction.
- 10.2** The Business Partner shall:
- (i) not engage in any activity, practice or conduct which would constitute an offence under the Irish Criminal Justice (Corruption Offences) Act 2018 if such activity, practice or conduct had been carried out in Ireland;
 - (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (iii) have and shall maintain in place its own policies and procedures to ensure compliance with anti-bribery and anti-corruption requirements and this Code and shall enforce them where appropriate;
 - (iv) promptly report to Ornua any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of its agreement with or services to Ornua; and
 - (v) immediately notify Ornua in writing if a foreign public official becomes an officer or employee of it and warrants that it has no foreign public officials as direct or indirect owners, officers or employees.