

# Emma Supplier Code of Conduct

## 1 Preamble

Emma is committed to conducting its business in a socially responsible manner and to respecting the highest standards of labour, human rights, environmental and ethical conduct. We expect the same behaviour from all our suppliers. Emma's suppliers are required to provide safe working conditions, treat workers with dignity and respect, act fairly and ethically, and use environmentally responsible practices wherever they make products or perform services for Emma. Emma requires its suppliers to operate in accordance with the principles and requirements, as applicable, in this Emma Supplier Code of Conduct ("Code"), and in full compliance with all applicable laws and regulations.

Supplier undertakes to contractually commit their subcontractors to adhere to the standards and rules specified in this Code.

The Supplier hereby undertakes to guarantee that all information and/or documentation it has provided in response to the Supply Chain Due Diligence Questionnaire is complete and true.

**Violation of this Code may constitute cause and reason for the company to terminate with immediate effect the business relationship, including all associated supply contracts, if applicable.**

## 2 Supplier Responsibility Standards

### 2.1 Labour and Human Rights

#### 2.1.1 Prohibition of Child Labour

Emma does not tolerate any form of child labour in its supply chain. Supplier shall employ only workers who are at least 15 years of age, or the applicable legal minimum age for employment or the applicable age for completion of compulsory education, whichever is higher.

Supplier may offer legitimate on-the-job apprenticeship programs for educational benefit consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.

The employment of workers under the age of 18 shall not interfere with schooling or vocational training and shall be consistent with the requirements set out in the ILO Worst Forms of Child Labour Convention No. 182. Further, the employment shall not expose children to hazards that may impair their physical, mental or emotional development. Night work shall only be possible for workers under the age of 18 consistent with the ILO Night Work of Young Persons Convention No. 79.

#### 2.1.2 Elimination of Forced Labour and of Human Trafficking

Emma does not tolerate any form of abusive or illegal labour in its supply chain, such as forced labour or human trafficking. Consistent with the ILO Forced Labour Convention No. 29 and the ILO Abolition of Forced Labour Convention No.105; Supplier shall ensure that all work is voluntary. Supplier shall not traffic in persons or use any form of slave labour, forced labour, bonded labour, indentured labour or prison labour. Involuntary labour includes transporting, harbouring, recruiting, transferring, receiving, or employing persons by threat, force, coercion, abduction, fraud, or payment to any person in control of another person for the purpose of exploitation.

Supplier shall ensure that workers' contracts clearly state the terms and conditions of employment in a language understood by the workers. Workers are free to leave work and terminate their employment with reasonable notice without penalty, and employers must not retain personal identification, travel documents, or wages as conditions of employment.

Workers shall not be required to pay employers' or their agents' recruitment fees or other similar fees to obtain employment. If such fees are found to have been paid by the workers, such fees shall be reimbursed to the worker.

#### 2.1.3 Freedom of Association

Emma respects employees' rights to freedom of association in accordance with the ILO Freedom of Association and Protection of the Right to Organise Convention No. 87 and collective bargaining in accordance with the ILO Collective Bargaining Convention No. 154 in all its operations and supply chain. Consistent with the ILO Right to Organise and Collective Bargaining Convention No.98, Supplier will freely allow workers' legal rights to associate with others, to form and join (or refrain from joining) organizations of their choice, and to bargain collectively, without intimidation, discrimination, retaliation, or harassment.

Consistent with the ILO Workers' Representatives Convention No. 135, Worker's representatives are to be protected from discrimination and granted free access to their colleagues' workplaces to ensure that they are able to exercise their rights in a lawful and peaceful manner.

#### 2.1.4 Prevention of Discrimination

Emma is committed to diversity and inclusion in the workplace and does not tolerate discrimination in the workplace. Consistent with the ILO Discrimination Convention No. 111, Supplier shall not discriminate against any worker based on gender, race, origin, religion or belief, membership of a trade union or the like, handicap, age, sexual identity, nationality, marital status, political affiliation, veteran status, pregnancy (including childbirth and related medical conditions, including medical conditions related to breastfeeding) or other characteristics protected by local laws.

Hiring and employment decisions, including those relating to compensation, benefits, promotion, training and development, discipline and termination shall be based solely on the worker's skills, abilities, experience and performance.

### 2.1.5 Anti-Harassment and Abuse

Emma does not tolerate any form of disparate treatment in the workplace. Consistent with the ILO Violation and Harassment Convention No. 190, Supplier shall provide a workplace free of harassment and abuse. All workers will be treated with dignity and respect and will not be subjected to any form of unethical treatment, threats of violence or other forms of physical, psychological, mental or sexual harassment.

### 2.1.6 Working Hours, Wages and Benefits

Emma is committed to complying with applicable laws and collective bargaining agreements regarding hours of work, wages and benefits for those employed throughout the supply chain.

Consistent with the ILO Hours of Work Convention No. 1, the work week shall be limited to (60 hours), including overtime, and workers have at least one day off every seven days, except for emergencies or unusual situations. The normal work week shall not exceed 48 hours. Suppliers must ensure that working hours and rest periods comply with applicable local legal requirements and with the ILO Weekly Rest Convention No. 14 guidelines. Work hours and schedules must not be excessive and have a negative impact on the health or safety of employees.

Suppliers shall ensure that wages and benefits are paid on time and are at least equal to the applicable legal minimum wage and any associated legal benefits and consistent with the ILO Minimum Wage Fixing Convention No. 131. Supplier must pay workers for overtime at the legal premium rate or in accordance with the ILO Hours of Work Convention No. 1 guidelines (the overtime rate shall not be less than one and one-quarter times the regular rate) if no premium rate is provided. Wage withholding is not to be used as a disciplinary measure. Any use of temporary and outsourced labour must be within the limits of local law.

### 2.1.7 Health Protection; Occupational Safety

Emma requires that all workers have a safe and healthy work environment. Consistent with the ILO Occupational Safety and Health Convention No. 155, Supplier must provide and maintain a safe work environment and incorporate sound health and safety management practices into its operations. Workers have the right to refuse unsafe work and report unsafe working conditions, regardless of their role, title or responsibility.

Workers are to be trained in appropriate occupational health and safety policies and procedures, including emergency evacuation procedures, prior to being hired and after being trained, prior to hire and thereafter on a regular basis in the workers' primary language(s).

Where appropriate, dormitories are clean, well maintained, provide reasonable entry and exit privileges for workers and comply with safety regulations.

### 2.1.8 Food Safety and Hygiene Quality

Emma is committed to providing safe, high-quality products and we expect our suppliers to help us meet this commitment. Supplier shall provide workers with clean and reasonably accessible toilet facilities and potable water. Food service, preparation and storage facilities provided by the provider must meet or exceed the food safety and quality standards required by applicable law.

## 2.2 Environmental Responsibility

The protection of the environment, a minimization of the resource consumption, compliance with environmental legislation and the development of environmental oriented Goods are the main concern of Emma. The Supplier shall consequently ensure observance of the provisions hereunder, if applicable.

### 2.2.1 Environmental Permits

Supplier shall ensure that all required environmental permits (e.g., discharge and effluent control records) are obtained, maintained and updated and all operational, recording and reporting requirements are met.

### 2.2.2 Treatment and Discharge of Industrial Water

Supplier shall implement a systematic approach to type, monitor, test and treat wastewater from operating procedures, production processes and sanitation facilities before it is introduced or disposed of. Supplier shall also implement measures to reduce wastewater produced by its operations.

### 2.2.3 Air Emission

Supplier shall type, routinely monitor and treat as needed general emissions (air and noise emissions) emanating from its operating procedures and greenhouse gas emissions, before they are released. Supplier shall also find cost-effective solutions for minimizing all emissions.

### 2.2.4 Waste and Hazardous Substances

Supplier shall implement a systematic approach in order to identify solid waste, manage it, reduce it, and responsibly dispose of or recycle it. Hazardous waste is to be identified and managed in such a way that safety is ensured when people interact with these materials, as well as when they are transported, stored, used, recycled or reused, and when they are disposed of.

### 2.2.5 Lowering Consumption of Raw Materials and Natural Resources

The use and consumption of resources during the production process and the generation of waste of any sort, including water and energy, is to be quantified, monitored, and reduced through conservation, re-use, recycling, use of alternative materials, changing production or maintenance procedures or processes in the company or other measures.

## 2.2.6 Responsible Timber and Mineral Sourcing

Supplier shall take all appropriate measures in the sourcing of timber in order to avoid that it is using illegally harvested timber in its products. The Supplier shall respect any national law or international law related to Timber trade and sourcing that might be applicable such as the EU Timber Regulation. Supplier shall respect any European, international or national trade, import or export sanction that might be applicable to timber.

Supplier shall take appropriate measures in the sourcing of minerals to avoid using materials from conflict zones or high-risk areas that contribute to the worst forms of child labour, forced labour, human trafficking, gross violations of human rights such as widespread sexual violence, or other reasonably foreseeable high-risk activities, including serious health and safety risks and negative environmental impacts.

For the conflict minerals tin, tungsten, tantalum and gold, as well as for additional raw materials such as cobalt, Supplier shall establish processes in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

## 2.3 Business Ethics

### 2.3.1 Fair Competition

Emma is committed to comply with antitrust laws. Suppliers shall not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of antitrust laws.

### 2.3.2 Intellectual Property

Supplier shall respect intellectual property rights. The transfer of technology and know-how is to be carried out in a manner that protects intellectual property rights and customer information.

### 2.3.3 Integrity, Corruption and Personal Gains

Emma is committed to conducting business ethically and legally in the countries where we operate through our supply chain. In accordance with the Chapter VII of the OECD Guidelines for multinational enterprises, Supplier shall not engage in bribery, extortion, embezzlement, or subornation to obtain an unfair or improper advantage. Supplier shall comply with all applicable anti-bribery laws and regulations in the countries in which it operates and applicable international anti-bribery conventions. If suppliers and business partners extend business courtesies to our employees, they will only do so infrequently, and these courtesies should be of no more than moderate value.

### 2.3.4 Privacy and Data Security

Supplier shall fulfil the reasonable expectations of the client, subcontractors, customers, consumers and employees concerning the protection of private information. The laws on data protection and information security are to be observed in the collection, storage, processing, transmission and transfer of personal information.

### **3 Corporate Due Diligence**

#### **3.1 Risk Management, Management Systems and Training**

Supplier is obliged to identify, analyse and prioritise its impacts relating to human rights and the environment and to determine appropriate measures to mitigate or remediate these impacts. In doing so, the interests of the right holders should be taken into account, notably those of vulnerable groups, such as children, women, indigenous communities, smallholders and migrants.

Supplier is obliged to provide the necessary staffing capacities and to develop and implement the management systems, processes and guidelines to establish and monitor the requirements described herein in its facilities. This also includes carrying out training to inform employees about the content of this Code.

Supplier is obliged to share the requirements of the Code with its employees and subcontractors, if applicable, and to stipulate suitable contractual regulations, to support implementation and to carefully check compliance. This requires close and constant communication and cooperation.

Supplier must be able to prove the origin of all of its agricultural raw materials (at least the country of origin). Emma reserves the right to request the Supplier to provide a complete representation of the supply chain (supply chain mapping) through to the source at a specific point in time to facilitate the assessment of the implementation of this Code in relation to the upstream supply chain. Emma is entitled to request the necessary data and information from the Supplier for implementing this Code and for ensuring their own due diligence at any time.

#### **3.2 Developing a Grievance and Remediation Mechanism**

Supplier is obliged to establish mechanisms to prevent, identify, limit and remediate harm to employees, which notably fulfil the following criteria:

- easily accessible, trustworthy and fair grievance mechanisms,
- information for all employees regarding the existence of grievance mechanisms,
- transparent process for dealing with grievances,
- the possibility of anonymous complains from employees,
- involvement of employee representatives, if necessary,
- written documentation of the grievance and the solution, and
- no sanctioning of employees because they have filed a grievance.

If Supplier determines that requirements from the Code have been violated in its area of business or its supply chain, it shall immediately take remedial action. Regular reports on the operation of this mechanism should be provided to Emma.

To ensure that no occurrence goes unnoticed and that everyone involved is given the opportunity to report any misconduct, Emma also implemented the Speak Up reporting channel. Ethical business concerns or potential violations of this Code may be reported without any fear of retaliation through the form provided on the website <https://whistleblowersoftware.com/secure/93e4006e-2725-49fc-abcd-e8cbd9fadc31/942cf7d3-0433-42c7-9ad2-3dca390186d6>.

### 3.3 Audits

**Emma is entitled to check whether the Supplier is complying with the requirements of this Code at all times.** For this purpose, employees of Emma and/or third parties commissioned by them are entitled to audit Supplier's premises and operating facilities during usual business hours, to check the measures taken by Supplier to comply with this Code, to inspect all relevant documents of the Supplier, and to speak to employees of the Supplier on and off the Supplier's premises in this regard. Supplier must also stipulate this right in favour of Emma in its business relationship with sub-suppliers and to ensure that these, in turn, stipulate this right in their business relationship with their sub-suppliers, so that Emma is entitled to carry out audits throughout the entire production chain.

## 4 **Implementation of Requirements**

Supplier is expected to identify risks in its own supply chain and take appropriate action to address them. The risks identified and the measures taken must be reported to Emma as soon as possible.

Monitoring of the rules and principles set out in this Code may take place, in particular through audits carried out by Emma.

If a violation is identified, Supplier should be given a reasonable period of time to correct it. **Under certain circumstances, a violation of the rules and principles of this Code may lead to a termination of the business relationship between the Parties.**

## 5 **Information and Consent of Supplier**

Supplier agrees to communicate the contents of this Code in an understandable manner to employees, contractors and subcontractors and to take all necessary steps to meet the requirements.

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Date, Place

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Signed on behalf of [name of the Supplier]

Name:

Position: