Worlée NaturProdukte Supplier Code of Conduct

Worlée NaturProdukte GmbH

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1 INTRODUCTION

The family company Worlée NaturProdukte GmbH (hereinafter referred to as "Worlée") strives to conduct business in an ethical, legal and responsible manner. Worlée is commited to work proactively within its supply chains to ensure that governance, social and environmental aspects reflect our commitment to sustainable development in all of our operational activities.

In order to make Worlée's position clear to our suppliers, we have set up this Supplier Code of Conduct (hereinafter referred to as "CoC"). This CoC orients towards the amfori BSCI Code of Conduct in parts, and draws on most accepted frameworks of international labour standards and human rights, such as International Labour Organization conventions and declarations, the guidelines for multinational enterprises of the Organization for Economic Co-operation and Development, and as well as the United Nations Guiding Principles on Business and Human Rights.

This CoC depicts minimum requirements in sustainable business conduct. **We expect our supplier to respect and comply with this CoC, and in addition with all applicable national and international laws, regulations and industrial sustainability standards**. The supplier shall make these principles available in the primary local language to all its employees, and **shall take actions to incorporate the principles of this CoC in its operations**. Furthermore, this CoC **must be passed on to every upstream supplier in the value chain**, and our suppliers will undertake best efforts that all actors in the upstream supply chain comply with the principles of this CoC.

This CoC shall be regarded as a **contract document and integral part of any contract between Worlée and the supplier** in question. **Worlée reserves the right to verify the supplier's compliance with this CoC** as part of the approval process for existing and new suppliers. In case Worlée detects any non-conformities in the supplier's business practices, we will demand corrective measures.

We appreciate you taking this request seriously and start or continue implementing this CoC's principles.

A copy of our CoC is available on our company website https://www.worlee.de/en/natural-raw-materials/sustainability/sustainability-management/code-of-coduct/.

For ease of reading, no gender-specific differentiation is made. To ensure equality, corresponding terms apply to all genders (m/f/x).

2 PRINCIPLES AND REQUIREMENTS

2.1 The Rights of Freedom of Association and Collective Bargaining

Suppliers shall (a) respect the right of workers to form unions in a free and democratic way, (b) not discriminate against workers because of trade union membership, and (c) respect the workers' right to bargain collectively.

Suppliers shall not prevent workers' representatives from having access to workers in the workplace or from interacting with them.

When operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed, suppliers shall respect this principle by allowing workers to freely elect their own representatives with whom the company can enter into dialogue about workplace issues.

2.2 No Discrimination

Worlée expects that suppliers treat all their employees, workers and business partners with dignity and respect. Suppliers shall not discriminate, exclude or have a certain preference for persons on the basis of gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, membership in unions or any other legitimated organizations, political affiliation or opinions, sexual orientation, family responsibilities, marital status, diseases or any other condition that could give rise to discrimination. In particular, workers shall not be harassed or disciplined on any of the grounds listed above.

2.3 Fair Remuneration

Suppliers respect the right of the workers to receive fair remuneration that is sufficient to provide them with a decent living for themselves and their families, as well as the social benefits legally granted.

Suppliers shall comply, as a minimum, with wages mandated by governments' minimum wage legislation, or industry standards approved on the basis of collective bargaining, whichever is higher.

Wages are to be paid in a timely manner, regularly, and fully in legal tender. Details about wages and benefits shall be clear and provided in language understood by employees before starting the employment. Partial payment in the form of allowance "in kind" is accepted in line with ILO specifications. The level of wages is to reflect the skills and education of workers and shall refer to regular working hours.

Deductions will be permitted only under the conditions and to the extent prescribed by law or fixed by collective agreement.

2.4 Decent Working Hours

Suppliers ensure that workers are not required to work more than 48 regular hours per week. However, Worlée recognizes exceptions specified by the ILO.

Applicable national laws, industry benchmark standards or collective agreements are to be interpreted within the international framework set out by the ILO.

In exceptional cases defined by the ILO, the limit of hours of work prescribed above may be exceeded, in which case overtime is permitted.

The use of overtime is meant to be exceptional, voluntary, paid at a premium rate of not less than one and one-quarter times the regular rate and shall not represent a significantly higher likelihood of occupational hazards. Furthermore, suppliers shall grant their workers with the right to resting breaks in every working day and the right to at least one day off in every seven days, unless exceptions defined by collective agreements apply. All employees shall also be provided legally mandated benefits, including holidays and leaves and statutory

severance when employment ends. A transparent and reliable system for records of working hours and wages for all employees shall be in place.

2.5 Occupational Health and Safety

Suppliers respect the right to healthy working and living conditions of workers and local communities. Vulnerable individuals such as - but not limited to - young workers, new and expecting mothers and persons with disabilities, shall receive special protection.

Suppliers shall comply with occupational health and safety regulations, or with international standards where domestic legislation is weak or poorly enforced.

The active co-operation between management and workers, and/or their representatives is essential in order to develop and implement systems towards ensuring a safe and healthy work environment. This may be achieved through the establishment of Occupational Health and Safety Committees.

Suppliers shall ensure that there are systems in place to detect, assess, avoid and respond to potential threats to the health and safety of workers. Suppliers shall take effective measures to prevent workers from having accidents, injuries or illnesses, arising from, associated with, or occurring during work. These include regular and recorded health and safety trainings to all employees, among others, which must be repeated for all new or reassigned employees. These measures should aim at minimizing so far as is reasonable the causes of hazards inherent within the workplace.

Suppliers will seek improving workers protection in case of an accident including through compulsory insurance schemes and shall take all appropriate measures within its sphere of influence, to see to the stability and safety of the equipment and buildings they use. These include residential facilities for workers, when these are provided by the employer, as well as to protect against any foreseeable emergency. Suppliers shall respect the workers' right to exit the premises from imminent danger without seeking permission.

Business partners shall ensure adequate occupational medical assistance and related facilities. If accommodations are provided by the supplier, it shall be clean and safe and meet the basic needs of the employees. Accommodation shall be clearly segregated from the production area and employees shall be able to enter and leave the accommodation freely at any hour.

Suppliers shall ensure access to drinking water, safe and clean eating and resting areas as well as clean and safe cooking and food storage areas. As a minimum, potable drinking water and adequate lighting, temperature, noise prevention, ventilation and sanitation shall be provided. Furthermore, they shall always provide effective Personal Protective Equipment (PPE) to all workers free of charge.

2.6 No Child Labour

Suppliers observe this principle when they do not employ directly or indirectly, children below the minimum age of completion of compulsory schooling as defined by law, which shall not be less than 15 years, unless the exceptions recognized by the ILO apply. Further exceptions are only recognized, if defined by national law.

Suppliers must establish robust age-verification mechanisms as part of the recruitment process, which may not be in any way degrading or disrespectful to the worker. This principle aims to protect children from any form of exploitation. Special care is to be taken on the occasion of the dismissal of children, as they can move into more hazardous employment, such as prostitution or drug trafficking. In removing children from the workplace, business partners should identify in a proactive manner, measures to ensure the protection of affected children. When appropriate, they shall pursue the possibility to provide decent work for adult household members of the affected children's family.

In case of child labour, suppliers shall inform and engage with Worlée, and suppliers shall take immediate remedial actions considering the interests and well-being of the children employed.

2.7 Special Protection for Young Workers

Suppliers observe this principle when they ensure that young persons do not work at night and that they are protected against conditions of work, which are prejudicial to their health, safety, morals and development.

Where young workers are employed, business partners should ensure that (a) the kind of work is not likely to be harmful to their health or development; (b) their working hours do not prejudice their attendance at school, their participation in vocational orientation approved by the competent authority or their capacity to benefit from training or instruction programs.

Suppliers shall set the necessary mechanisms to prevent, identify and mitigate harm to young workers; with special attention to the access, young workers shall have to effective grievance mechanisms and to occupational health and safety trainings schemes and programs.

2.8 No Precarious Employment

Suppliers observe this principle when, (a) they ensure that their employment relationships do not cause insecurity and social or economic vulnerability for their workers; (b) work is performed on the basis of a recognized and documented employment relationship, established in compliance with national legislation, custom or practice and international labour standards, whichever provides greater protection.

Before entering into employment, suppliers are obliged to provide workers with information in a language they understand about their rights, responsibilities and employment conditions, including working hours, remuneration and terms of payment.

Suppliers should aim at providing decent working conditions that also support workers, both women and men, in their roles as parents or caregivers, especially with regard to migrant and seasonal workers whose children may be left in the migrants' home towns.

Suppliers shall not use employment arrangements in a way that deliberately does not correspond to the genuine purpose of the law. This includes - but is not limited to - (a) apprenticeship schemes where there is no intent to impart skills or provide regular employment, (b) seasonality or contingency work when used to undermine workers' protection, and (c) labour-only contracting. Furthermore, the use of sub-contracting may not serve to undermine the rights of workers.

2.9 No Bonded Labour

Suppliers shall not engage in any form of servitude, forced, bonded, indentured, trafficked or non-voluntary labour and will risk allegations of complicity, if they benefit from the use of such forms of labour by their business partners. Furthermore, they shall act with special diligence when engaging and recruiting migrant workers both directly and indirectly, and shall allow their workers the right to leave work and freely terminate their employment, provided that workers give reasonable notice to the employer.

Employees are not required to surrender their identification documents such as passports, identity cards, etc. If retention of identification documents is legally required, employer must ensure that employees can access and retrieve their identification papers any time.

Furthermore, the supplier ensures that throughout the hiring process and employment period, no deposits (monetary or otherwise) are collected from employees, including temporary, seasonal and migrant labour and employees provided by agencies, recruiters or brokers. In cases, where a fee was collected in violation of this CoC, the supplier shall promptly pay, as appropriate, all such fees either directly to labour contractors or agencies, or other providers of labour, or promptly reimburse the effected worker.

Suppliers shall ensure that workers are not subject to inhumane or degrading treatment, corporal punishment, mental or physical coercion and/or verbal abuse, and that all disciplinary procedures must be established in writing, and are to be explained verbally to workers in clear and understandable terms.

2.10 Assurance of Animal Welfare

Suppliers shall treat animals with compassion and respect, shall allow them to carry out natural forms of behavior and shall not make them suffer. Animals must receive adequate food, water and shelter. They shall not be subjected to unnecessary or unreasonable pain or distress. Any significant injury or disease must be prevented or rapidly diagnosed.

2.11 Protection of the Environment

Suppliers observe this principle by having procedures in place to secure compliance with the requirements of applicable environmental laws and regulations. .

Therefore, suppliers should assess significant environmental impacts of business operations along their entire value chains up- and downstream, and shall establish effective policies and procedures that reflect their environmental responsibility. They need to implement, follow up and document adequate measures to prevent or minimize adverse effects on the community, natural resources and the overall environment. A plan can help to track and to improve environmental performances of suppliers and sub-suppliers on a long run and in a systematic way.

Aforementioned requirements apply to the activity areas of sourcing, production, packaging and transport, and mean in the level of detail, as follows – but is not limited to:

- Suppliers must obtain and keep current legally required environmental permits, e.g. permits to discharge waste, emit greenhouse gases, or to collect raw material, or to source ingredients under national access and benefit sharing laws (ABS).
- Suppliers shall minimize adverse impacts by eliminating pollution to the lowest level, promoting an efficient and sustainable use of resources, including energy, water, materials, and minimizing the production of solid waste, wastewater and air emissions.
- Where possible, suppliers should use alternatives to fossil fuels and non-renewable resources.
- The local nature and biodiversity at the production and field site, and/or collection area shall not be exploited or degraded through negative impacted land use changes (such as deforestation, drainage of wetlands, introduction of invasive or alien species) or the dilution of agro- or chemicals and other substance in the environment.
- Suppliers shall especially ensure that the production and sourcing of raw materials do not result into a destruction of the resources and income base of marginalized population groups.
- Suppliers shall ensure documentation of the use of hazardous chemicals, and other substances. This system includes an evaluation and possible substitution or reduction of the substances, as well as a procedure for handling, storage, safe use and training of employees.
- Suppliers should work towards understanding the negative effects of water pollution and take appropriate action to address those risks to human and environment in their operations.

2.12 Ethical Business Behavior

Suppliers observe this principle when they are not involved in **any act of corruption**, extortion or embezzlement, nor in any form of bribery - including but not limited to - the promising, offering, giving or accepting of any improper monetary or other incentive. These principles must be communicated, especially to those employees or workers in high-risk departments, such as purchasing or logistics.

Suppliers are expected to keep accurate information regarding their activities, structure and performance, and should disclose these in accordance with applicable regulations and industry benchmark practices.

Suppliers should participate neither in falsifying such information, nor in any act of misrepresentation in the supply chain.

Furthermore, they should collect, use and otherwise process personal information (including that from workers, business partners, customers and consumers in their sphere of influence) with reasonable care. The collection, use and other processing of personal information is to comply with privacy and information security laws and regulatory requirements.

Processes must be in place for employees or workers and/or suppliers to obtain advice or to report any confidential concerns (e.g. Whistle-blower and helplines).

3 COMPLIANCE WITH THIS CODE OF CONDUCT – IMPROVEMENTS

3.1 Auditing and Monitoring

According to the risk potential of a country or product, Worlée may conduct on-site audits of suppliers and their production site, and of the respective field or collection area. Suppliers shall maintain records to demonstrate compliance, and shall provide access to these records and reasonable other information, if requested by Worlée. We reserve the right to verify adherence to this CoC by audits or reviews conducted by Worlée personnel or an entitled and appointed third party.

Worlée has developed its own auditing scheme and scoring system for assessing compliance with this CoC. This auditing scheme is based on the principles set out in this CoC. The type and format of a sustainability inspection will be conducted according to priorly agreed terms between Worlée and suppliers.

Furthermore, suppliers will be requested annually to answer a self-assessment questionnaire on their business activities. The questions of the self-assessment is again based on this CoC.

3.2 Non-Compliance – Corrective Measures – Consequences of Non-Compliance

Worlée expects its suppliers, sub-suppliers and their business partners to meet all principles of this CoC. In case of detected non-conformities through Worlée's aforementioned monitoring tools, the supplier is requested to implement corrective measures, which will ultimately lead to compliance. The supplier shall pro-actively inform Worlée about any such actions.

If the supplier obtains any information on a violation of the CoC due to its own acts, those of its employees, its competitors or employees of Worlée, Worlée expects to be notified as soon as possible. The supplier has the opportunity to inform either its contact at Worlée, his or her superior or Worlée's sustainability manager (mailto: sustainability@worlee.de). If the supplier has reason to assume that the information may be to its disadvantage, it may request in its notice to the sustainability officer that the information on the violation shall be investigated confidentially. We take every report seriously and will not tolerate any reprisal by a Worlée employee against a supplier who has reported a concern in good faith or assisted us with an investigation. Worlée will investigate any concern raised in good faith. The supplier could be asked to assist with any such investigation and provide access to any information reasonably requested.

If requirements of this CoC cannot be met for different reasons, both parties will discuss possible solutions in an open and cooperative atmosphere.

If there is no commitment or lack of corrective actions, or if we detect serious and repeated violations against our CoC, such may result in Worlée ending to do business and as a final resort terminating the contract.

3.3 Evaluation and Continuous Improvement

We regard sustainable development as a process and aim to build resilient and strong partnerships with our suppliers. To this end, we follow a continuous improvement approach. Therefore, Worlée expects that suppliers continuously and systematically assess their compliance with this CoC, and implement improvement measures, if necessary. Worlée offers support and guidance to develop ways and means together with its suppliers to meet these requirements, provided Worlée receives information within due time. Suppliers' information will also help Worlée to evaluate and improve its own strategy, policies and procedures in sourcing and beyond.

Hamburg, 01/07/2021

Reinhold von Eben-Worlée
Shareholder
Worlée NaturProdukte GmbH

4 DECLARATION OF CONSENT

Please return the completely filled out and signed form back to us.

Company name: _____

Address: _____

_____

Telephone number: _____

Contact person for sustainability matters: _____

E-mail address for sustainability matters: _____

We declare that we have carefully read and understood the enclosed Worlée CoC and that

1. we agree to respect the values and principles set out in this Worlée CoC;
2. we will adhere to the principles of the Worlée CoC **without deviation** and will strive towards continuous improvement;
3. we are aware of national legal obligations in our country and we comply with them;
4. we will inform Worlée in case of conflict between national legal obligations and the Worlée CoC; and that
5. we agree that Worlée and any institution appointed thereof is allowed to verify our adherence to the Worlée CoC by letting Worlée assess relevant data and information and also by conducting audits and reviews at our and if necessary and in agreement at our sub- and/or suppliers' sites.

Signature: _____

Name in block letters: _____

Position: _____

Date/Site: _____ / _____

Company Stamp:

Please upload the completely form via relatico or e-mail. In case of remarks or questions regarding this code of conduct, please contact us.

Worlée NaturProdukte GmbH
Sustainability@worlee.de