

1. PURPOSE, OBJECTIVE AND SCOPE

This Code of Conduct defines the minimum mandatory standards that all suppliers, subcontractors and business partners must comply with in relation to human rights, labour standards, environmental protection and business ethics, in accordance with the SMETA 4-Pillar methodology, applicable legislation and internationally recognised labour standards.

Suppliers are responsible for providing information, delivering training and making every reasonable effort to ensure that their employees and subcontractors comply with this Code.

This Code is binding on all suppliers doing business with Ribella Foods Ltd. and forms an integral part of the contractual relationship.

The Supplier is also responsible for ensuring that this Code is implemented by its own sub-suppliers.

2. GENERAL OBLIGATIONS OF THE SUPPLIER

The Supplier undertakes to:

- operate in compliance with all the applicable laws and regulations;
- implement the principles set out in this Code throughout its operations;
- ensure that this Code is accessible to its employees;
- maintain appropriate records demonstrating compliance.

Ribella Foods Ltd. reserves the right to verify compliance through audits, questionnaires and reviews of relevant documentation.

3. PROHIBITION OF CHILD LABOUR

The Supplier shall not employ any person below the legally prescribed minimum working age, or under the age of 15, or under the age of 18 when the work involves night work or hazardous activities.

The Supplier shall:

- verify the age of employees before engagement;
- maintain records of identification documents;
- implement protective and remediation measures when non-compliance is identified;
- document the entire process.

4. PROHIBITION OF FORCED LABOUR

The Supplier shall ensure that no form of forced, bonded or compulsory labour exists within its operations.

The following practices are prohibited:

- retention of employees' personal identity documents;
- charging recruitment or employment fees;
- restricting employees' freedom of movement.

Employment contracts must be written in a language understood by the employee and signed voluntarily.

5. EMPLOYMENT PRACTICES

Suppliers shall ensure that their employment practices do not create job insecurity or place employees at social or economic risk. All work shall be performed on the basis of recognised and documented employment contracts that comply with the applicable national legislation, regulations, customs and industry practice. Before employment begins, suppliers shall provide employees with clear information regarding their rights, obligations and terms of employment, including working hours, wages, entitlement to rest periods, termination rights, maternity protection, sick leave, payment conditions, information on the prohibition of workplace harassment, and information on the whistleblowing procedure.

6. FREEDOM OF ASSOCIATION

Suppliers shall respect the right of employees to freely establish and join organisations of their own choosing and to engage in collective bargaining in accordance with the applicable national legislation.

7. WORKING HOURS

The Supplier shall ensure that the working hours comply with the applicable legal requirements.

The Supplier shall:

- maintain accurate working time records;
- ensure that overtime work is voluntary;
- respect employees' rights to rest periods.

Any overtime must be voluntary, properly documented, legally compliant and compensated at the applicable premium rate.

8. WAGES AND BENEFITS

Suppliers shall follow the principle of providing fair wages and wage compensation sufficient to support a decent standard of living, together with all the legally required social benefits.

The Supplier shall ensure that wages are:

- no less than the applicable legal minimum wage;
- paid regularly and without delay;
- calculated transparently.

Employees shall receive clear information regarding their wage calculations and any deductions made.

9. PROHIBITION OF DISCRIMINATION AND HARASSMENT

The Supplier shall ensure the equal treatment of all employees.

Discrimination on any grounds and all forms of harassment are strictly prohibited.

This prohibition applies to:

- recruitment;
- employment;
- promotion;
- termination of employment.

10. DISCIPLINARY PRACTICES

The Supplier shall apply lawful and proportionate disciplinary measures.

The following practices are prohibited:

- corporal punishment;
- psychological coercion;
- humiliation or degrading treatment.

Employees shall be given the opportunity to present their views before any disciplinary decision is made.

11. OCCUPATIONAL HEALTH AND SAFETY

The Supplier shall provide safe and healthy working conditions by:

- conducting risk assessments;
- providing employee training;
- supplying appropriate personal protective equipment (PPE).

All incidents and workplace injuries shall be recorded and investigated.

12. BUSINESS ETHICS

The Supplier shall conduct business with integrity and transparency.

The following practices are prohibited:

- offering or accepting bribes;
- conflicts of interest;
- unethical business practices.

The Supplier shall maintain records of all reported ethical concerns and irregularities.

13. ENVIRONMENTAL PROTECTION

The Supplier shall ensure compliance with environmental legislation by:

- implementing effective waste management practices;
- using natural resources responsibly and efficiently;
- preventing pollution.

14. REPORTING MECHANISM

The Supplier shall provide employees with confidential reporting channels for raising concerns, including at a minimum: their line manager, the Human Resources department, an email reporting channel and an anonymous reporting channel.

Retaliation against any individual who raises a concern in good faith is strictly prohibited.

The reporting process shall include:

- receipt and registration of the report;
- investigation within 15 days of receipt;
- implementation of corrective actions;
- closure of the case and notification to the reporting individual.

Every report shall have a complete audit trail and be fully documented.

15. RECORDS

The Supplier shall maintain records covering:

- working hours;
- wages;
- training;
- incidents;
- reports.

The records shall be accurate, up to date and readily available.

The records shall be retained for a minimum of five (5) years, or longer when required by law.

16. MONITORING AND COMPLIANCE

Ribella Foods Ltd. reserves the right to:

- conduct audits and compliance assessments;
- request supporting documentation;
- require corrective actions.

In the event of non-compliance, Ribella Foods Ltd. may:

- require corrective action within 30 days;
- temporarily suspend the business relationship;
- terminate the contractual relationship.

The Supplier shall notify Ribella Foods Ltd. of any significant changes that may affect compliance with this Code.

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Supplier compliance shall be monitored using E.102 – Supplier Checklist.



RIBELLA FOODS DOO
21234 Bački Jarak

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17. SUPPLIER DECLARATION (Version 1)

The Supplier confirms that it has received, understood and agrees to comply with this Supplier Code of Conduct, and undertakes to require its own sub-suppliers to comply with the same standards.

In [Place], on [date]

Supplier Name: _____

Name of Authorised Representative: _____

Signature: _____

18. SUPPLIER DECLARATION (Version 2)

Code of Conduct distributed by email:

Please confirm receipt, understanding and acceptance of the attached Supplier Code of Conduct by replying to this email.