



Windmill Organics Ethical Trading Code of Conduct

Overall Standard

The business of Windmill Organics Ltd has been built upon the values of honesty, integrity and quality relationships with our suppliers and customers. To meet this standard, Windmill Organics requires each of its suppliers to operate and act in full compliance with this Windmill Organics Ethical Trading Code of Conduct ("this Code").

Suppliers will establish appropriate training measures to allow its employees to gain an appropriate level of knowledge and understanding of the contents of this Code. This Code is supplemental to the Windmill Organics terms and conditions of purchase.

Specific Requirements

1. **Legal requirements:** Suppliers must comply with all Applicable Laws in the countries in which they operate. Windmill Organics requires its suppliers to undertake full due diligence on all its upstream suppliers, to ensure that they are fully compliant with all Applicable Laws, and to ensure its supply chain is free from any human rights concerns. Suppliers shall be required to share such diligence with Windmill Organics on request. But without limitation, Suppliers must comply with the following:
2. **Anti-bribery and corruption:** Not offer or pay bribes or kickbacks of any kind, whether in dealings with individuals in the private sector or public officials. Windmill Organics is committed to observing the standards of conduct set out in anti-corruption and anti-money laundering laws. Suppliers must comply with all applicable anti-corruption and





anti-money laundering laws, as well as laws governing gifts, hospitality, payments to public officials and other related regulations. Suppliers must comply in all respects with Windmill Organics' Anti-Bribery & Corruption Policy.

3. **Competition laws:** Conduct business in full compliance with anti-trust and competition laws in the UK and the jurisdiction in which Suppliers operate.
4. **Modern slavery laws:** Windmill Organics will not tolerate the practice by any Supplier of using forced, bonded, indentured, or slave labour nor will Windmill Organics tolerate the use of physical or mental coercion or corporal punishment. If foreign or migrant workers are engaged, they are to be employed in full compliance with the labour and immigration laws of the host country. Prior to hiring, the basic terms under which foreign contract or migrant workers are employed are to be provided to the workers and written in the language the workers understand. Passports and other forms of personal identification shall always remain in the workers' possession and never be withheld by the Suppliers or any third party.
5. **Trade:** Comply with all applicable trade controls, as well as all applicable export and import laws and regulations.
6. **Confidentiality:** Suppliers must keep all supply agreements and arrangements with Windmill Organics information confidential, including pricing, terms, and marketing allowances.





Ethics Requirements

Limitations on Gifts and Gratuities: To maintain high ethical standards and to avoid the appearance of impropriety, Windmill Organics director, officers and employees will not give or receive payments or gifts in exchange for business opportunities with customers, suppliers, governmental entities, in accordance with Windmill Organics Code of Conduct and the Windmill Organics Anti-Bribery & Corruption Policy. Suppliers will neither accept nor give payments or gifts to Windmill Organics director, officers, or employees or to third parties in exchange for business opportunities, in accordance with Windmill Organics Code of Conduct and the Windmill Organics Anti-Bribery & Corruption Policy.

No Retaliation: Suppliers will employ a no retaliation policy that permits workers to speak with any Windmill Organics employee without fear of retaliation by Supplier's management.

Conflict of interest: Suppliers will disclose all actual and potential conflicts of interest due to either business or personal relationships with customers, suppliers, business associates, employees, or competitors of Windmill Organics. If a Supplier discovers a potential conflict of interest involving any Windmill Organics employee or another third party, the Supplier must inform its Windmill Organics point of contact.





Labour Requirements:

- a. **Human rights:** Windmill Organics will only initiate and renew contractual relationships with suppliers that do not violate basic human rights, as defined in the United Nation Declaration of Human Rights (“UNDHR”), the Core Conventions of the International Labour Organisation (“ILO”), and the ILO Declaration on Fundamental Principles and Rights at Work.

- b. **Child Labour:** The ILO Core Conventions do not permit children to work in any occupation. Windmill Organics requires its suppliers not to use child labour. All of Suppliers’ employees shall be of legal age established by local law. If the local law does not set a minimum age, such employees must be at least 14 years old. Supplier must maintain official and verifiable documentation of each of its employees’ dates of birth. The use of legitimate workplace apprenticeship programmes, which comply with all laws and regulations, are permitted. Except where local law provides otherwise, workers under the age of 18 should not perform hazardous work and may be restricted from night work, with consideration given to educational requirements.

- c. **Freedom of association:** Windmill Organics will only work with Suppliers whose workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

- d. **Forced labour:** Windmill Organics will not tolerate the practice by any Supplier of using forced, bonded, indentured or slave labour, nor will Windmill Organics tolerate the use of physical or mental coercion or corporal punishment.





- e. **Foreign or Migrant Workers:** If foreign or migrant workers are engaged, they are to be employed in full compliance with the labour and immigration laws of the host country. Prior to hiring, the basic terms under which foreign contract or migrant workers are employed are to be provided to the workers and written in the language the workers understand. Passports and other forms of personal identification shall always remain in the workers' possession and are never to be withheld by the Suppliers or any third party.
- f. **Wages and Benefits:** Suppliers will comply with all employment and labour legal requirements, including those relating to minimum wage and overtime. In countries that set a maximum working week, Suppliers will comply with such requirements.
- g. **Discrimination:** In accordance with the ILO Core Conventions, suppliers to Windmill Organics must not discriminate based on race, gender, religion, ethnicity, nationality, age, disability, gender, marital status, sexual orientation, union membership or political beliefs, or on any other basis prohibited by Applicable Law.

Health, Safety and Environmental:

- a. **Health and Safety:** Windmill Organics requires that all facilities where goods are produced for Windmill Organics must provide a safe and healthy work environment for all employees or workers, in accordance with Applicable Laws, the prevailing industry standards and to take account of any specific hazards.
- b. **Environment:** Windmill Organics has a commitment to the communities in which it operates and a responsibility for the environments we impact. Windmill Organics expects to work with Suppliers that share this commitment.





- c. **Monitoring and Enforcement:** Windmill Organics commits to independent third-party monitoring of Suppliers. As a condition of doing business with Windmill Organics, Suppliers must always allow Windmill Organics and/or its representatives or agents unrestricted access to each of its facilities and to all relevant records, without advance notice, for the purpose of monitoring compliance with this Code. Windmill Organics and/or its representatives or agents will comply with Supplier's reasonable safety rules applicable at Supplier's facilities. If a Supplier violates this Code, either generally or with respect to a particular Supplier facility, Windmill Organics may (in its sole discretion) either terminate its business relationship, generally or with the affected facility, or may require the affected facility to implement a corrective action plan.

Windmill Organics will continue to develop its monitoring systems to assess and ensure compliance with this policy.

