



# Ora Organic Supplier Code of Conduct

## PURPOSE

The Ora Organic Supplier Code of Conduct communicates the requirements for socially responsible business practices that all Ora Organic suppliers, employees and sourcing partners must adhere to at all times. The purpose of these requirements is to oppose and eliminate human slavery, forced labor, labor abuses, unsafe workplaces, ecological devastation and the unsustainable consumption of non-renewable resources. Ora Organic believes that by committing to all of our stakeholders to a regularly reviewed Supplier Code of Conduct we are honoring our core values as a company, as well as the values of our families, our customers and our partners around the world. Ethical and social responsibility are at the core of who we are as a company, and the requirements represent

## PROCESS & ACCOUNTABILITY

### 1. Verification

Ora Organic shall review this Code of Conduct with Supplier upon onboarding and an authorized representative of Supplier will sign this Code of Conduct, stating that they are currently in compliance and shall remain in compliance with the stated requirements of the Code of Conduct throughout their operations.

### 2. Audits

Ora Organic may ask Supplier to conduct occasional audits or may themselves conduct audits of their suppliers to make ensure that Suppliers are in compliance with Code of Conduct.

### 3. Certification

Ora Organic shall require that Suppliers are aware of and comply with any third-party requirements for any Ora Organic ingredients and packaging.

### 4. Training

Ora Organic may conduct stakeholder training on the Supplier Code of Conduct, ensuring that Supplier has undertaken verification measures with any sub-suppliers and are adhering to implementation of Supplier Code of Conduct throughout their workplace.

### 5. Accountability

Ora Organic may require that Suppliers provide necessary documentation confirming that they are in compliance with the Supplier Code of Conduct, and may further investigate any allegations that a Supplier is in violation of the Supplier Code of Conduct. Penalties for violating the Supplier Code of Conduct may include requiring that Supplier submit to a certified third-party review of relevant business operations, and/or may include a termination of business relationship between Ora Organic and Supplier. Any requested third-party reviews shall not violate the terms and conditions of any extant Non-disclosure Agreements, either between Ora Organic and Supplier or between Supplier and other parties.

### 6. Documentation & Review

Suppliers with develop a reasonable system of documentation to measure and manage compliance with this Code of Conduct on an annual basis, and shall report and violations of sub-suppliers along with accountability systems implemented to eliminate the risks posed by ethically and socially irresponsible supply chains.

## HEALTH & ENVIRONMENT

### **Quality Requirements**

Suppliers will meet generally recognized or contractually agreed quality requirements in order to provide goods and services that consistently meet Ora's specifications, perform as warranted and are safe for their intended use.

### **Health, Safety, Environmental and Quality Regulations**

Suppliers will comply with all applicable quality, health, safety and environmental regulations. All required permits, licenses and registrations will be obtained, maintained and kept up-to-date. Suppliers will fulfil their operational and reporting requirements.

### **Occupational Health & Safety**

Suppliers will protect their employees from any chemical, biological and physical hazards and physically demanding tasks in their workplace as well as from risks associated with any infrastructures used by their employees. Suppliers will provide appropriate controls, safe work procedures, preventative maintenance and necessary technical protective measures to mitigate health and safety risks in the workplace. A safe and healthy working environment also includes as a minimum potable drinking water, adequate lighting, temperature, ventilation and sanitation and if applicable, safe and healthy company living quarters. Suppliers will comply with standards set forth by the US Occupational Safety and Health Administration.

### **Process Safety**

Suppliers will have safety programs in place for managing and maintaining all their production processes in accordance with the applicable safety standards. Suppliers will address product-related issues and their potential impact during all stages of the production process.

### **Vegan Requirement**

Suppliers will not use animals or animal products in the preparation of any Ora Organic ingredients or products. Third party vegan certification may be requested but is not required.

### **Hexane Toxicity**

Suppliers will refrain from using hexane on ingredients shipped for Ora Organic products.

### **Resource Conservation and Climate Protection**

Suppliers will use natural resources (e.g. water, sources of energy, raw materials) in an economical way, and whenever possible shall always use renewable resources over non-renewable resources. Suppliers will minimize negative impacts on the environment and climate at their source or by practices such as the modification of production, maintenance and facility processes, material substitution, conservation, recycling and material reutilization. Suppliers will engage wherever possible in the development and use of climate-friendly products and processes to reduce power consumption and greenhouse gas emissions.

### **Waste and Emissions Suppliers**

Suppliers will have systems in place to ensure the safe handling, movement, storage, recycling, reuse and management of waste, air emissions and wastewater discharges. Any of these activities that have the potential to adversely impact human or environmental health will be appropriately managed, measured, controlled and handled prior to release of any substance into the environment. Suppliers will have systems in place to prevent or mitigate accidental spills and releases into the environment.

## LABOR

### **Forced Labor**

Suppliers will not use forced, bonded or involuntary prison labor, and shall take measures to ensure that forced, bonded or involuntary prison labor is not used by sub-suppliers.

### **Freedom of Movement**

Suppliers will not withhold wages or unreasonable “deposits” of worker compensation or withhold identity papers, and shall state that workers are always free to leave their employer after reasonable notice.

### **Freedom of Association**

Suppliers will enable workers, without distinction, to join or form trade unions of their own choosing and to bargain collectively. Workers representatives shall not be discriminated against and shall have access to carry out their representative functions in the workplace.

### **Workplace Health and Safety**

Suppliers will provide safe and hygienic working environment based on the prevailing knowledge of the industry and of any specific hazards. Suppliers will take adequate steps to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

### **Child Labor**

Suppliers will not use child labour, and will not permit the use of child labor in any sub-suppliers. Policies and procedures surrounding any labor of a worker under the age of 18 shall conform to the provisions of the relevant ILO standards.

### **Living Wages**

Suppliers will pay living wages, meeting at a minimum the national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

### **Working Hours**

Suppliers must restrict working hours to be in compliance with national laws, collective agreements, whichever affords the greater protection for workers. All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay. International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers’ wages as hours are reduced.

### **Non-Discrimination**

Suppliers will not practice discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

**Regular Employment**

Suppliers will not seek to avoid obligations to employees under labor or social security laws and regulations through the use of labor-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, not shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

**Respectful Treatment**

Suppliers will not tolerate harsh or inhumane treatment of workers or stakeholders. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

**ETHICS**

**Conflict Minerals**

Suppliers will ensure that any products or ingredients supplied to Ora Organic do not contain metals derived from minerals or their derivatives originated from conflict regions that directly or indirectly finance or benefit armed groups, to the best of their knowledge.

**ACKNOWLEDGEMENT OF RECEIPT**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_