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BAKER&BAKER

SUPPLIER CODE OF CONDUCT

July 2025

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EXPECTATIONS FOR BAKER & BAKER SUPPLIERS

Baker & Baker holds its suppliers to the same standards of integrity to which it holds its colleagues. An unethical or illegal act by a supplier may damage the reputation of Baker & Baker and cause a loss of goodwill in the communities Baker & Baker serves. Suppliers that behave unethically or illegally may also be subjected to legal or financial penalties, within their own jurisdictions. Therefore, all suppliers must comply with the Supplier Code of Conduct as a condition of doing business with Baker & Baker. Suppliers include any third-party vendor, consultant, contractor, service provider or supplier of raw materials, ingredients or packaging components. Suppliers should be selected based on merit, quality of service and reputation. Our expectations and policies also mirror those of our customers.

Baker & Baker is committed to ensuring that working conditions in Baker & Baker's supply chain are safe, that workers are treated with respect and dignity, and that manufacturing processes are environmentally responsible. Baker & Baker' suppliers are obligated, in all of their activities, to operate in full compliance with the laws, rules, and regulations of the countries in which they operate. This Supplier Code of Conduct goes further, drawing upon internationally recognised standards in order to advance social and environmental responsibility, and this Code of Conduct also aligns with Baker & Baker's sustainability strategy and company statement.

1 BUSINESS INTEGRITY

Any and all forms of illegal or inappropriate activity, including, but not limited to, corruption, misrepresentation, extortion, embezzlement or bribery, are strictly prohibited and may result in termination of any or all supply agreements with Baker & Baker and possible legal action. Records prepared for Baker & Baker, including records of work time and expenses, shall be accurate, truthful and complete, and shall meet applicable standards and requirements.

1.1 Proper Use of Company Assets and Information

Suppliers shall protect and conserve any resources made available by Baker & Baker and shall use them only for purposes authorised by Baker & Baker. Baker & Baker resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as Baker & Baker's good name, reputation and corporate branding, employee productivity, and sensitive company information.

Suppliers shall respect and not infringe the intellectual property ownership rights of Baker & Baker and others, including, but not limited to, proprietary information, copyrights, patents, trademarks, and trade secrets.

Suppliers shall protect Baker & Baker's confidential information and shall not divulge any information that a prudent businessperson would consider sensitive, or which is designated by Baker & Baker as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic,

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personnel, financial or unpatented technology information. Suppliers shall not use or allow the use of such information for securities transactions or any improper private gain. It may be appropriate in some cases for Baker & Baker and suppliers to agree to additional specific nondisclosure provisions. Suppliers shall not purport to make any announcements or release any information on behalf of Baker & Baker to any member of the public, press, official body, business entity, or other person, or claim or imply any endorsement by Baker & Baker or Baker & Baker employees, without the express prior written consent of Baker & Baker.

1.2 Accuracy of Business Records

Suppliers shall record and report facts accurately, honestly and objectively. Records must be accurate in all material respects. Suppliers should not hide, fail to record, or make false entries. All financial books and records must conform to generally accepted accounting principles.

1.3 Fair Competition and Antitrust

Suppliers representing Baker & Baker are expected to comply with all applicable laws and regulation regarding fair competition and antitrust.

1.4 Working Documents

Suppliers must only employ Workers with the legal authorisation to work in the specific country where the supplier is based, or as required under the terms of our agreement. Authorisation must be validated by the appropriate legal documentation.

1.5 Whistle-blowers

Suppliers must create programmes to ensure the protection of worker whistle-blower confidentiality and to prohibit retaliation against workers who participate in such programmes in good faith or refuse an order that is in violation of this Supplier Code of Conduct.

Suppliers must provide details to Baker & Baker of any whistle-blower programme upon request.

1.6 Subcontractors

Baker & Baker expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Supplier Code of Conduct or equivalent set of principles.

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2 WORKPLACE STANDARDS & PRACTICES

2.1 Non-Discrimination

Suppliers may not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, marital status or pregnancy in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, termination, retirement.

In addition, suppliers may not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.

2.2 Harassment

Suppliers must be committed to a workplace free of harassment. Suppliers may not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, or verbal abuse.

Suppliers must provide evidence of programmes to eradicate or prevent harassment in the workplace and must be able to provide these to Baker & Baker upon request.

2.3 Modern Slavery

Suppliers may not use any form of modern slavery. All work must be voluntary, and workers should be free to leave work or terminate their employment with reasonable notice. Workers must not be required to surrender any government-issued identification, passports, or work permits as a condition of employment.

Suppliers must familiarise themselves with Baker & Baker's modern slavery policies and anti-slavery statement.

2.4 Rules Regarding Physically Demanding Work

Suppliers must identify, evaluate, monitor and control worker exposure to physically demanding tasks, including manual material handling, heavy lifting, prolonged standing, and highly repetitive or forceful assembly tasks.

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2.5 Child Labour

Baker & Baker prohibits the use of child labour in any form. Hazardous work may not be undertaken by anyone below the age of 18.

2.6 Working Hours

Suppliers must provide for reasonable working hours, including maximum work hours, overtime, holiday and leave periods and public holidays. Work schedules must comply with all applicable laws, collective agreements, and contracts negotiated with Baker & Baker.

2.7 Wages and Benefits

Baker & Baker expects suppliers to compensate their workers fairly and competitively relative to their industry in full compliance with applicable local and national wage and working time laws, and to offer opportunities for workers to develop their skills and capabilities. 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. Furthermore, under no circumstances should workers be charged recruitment fees or any related expenses.

2.8 Freedom of Association

In the event their workers have lawfully chosen to be represented by third parties, Baker & Baker expects suppliers to bargain in good faith and not to retaliate against workers for their lawful participation in labour organisation activities.

2.9 Due Diligence

Baker & Baker requires its suppliers to sign up to one of its preferred supply chain due diligence platforms. Baker & Baker primarily uses SEDEX to undertake its supply chain due diligence, although suppliers may also choose to use EcoVadis as an alternative.

3 QUALITY, HEALTH & SAFETY

3.1 Product Quality & Safety

Suppliers must provide Baker & Baker with high-quality products, ingredients, packaging, and services that meet all applicable obligations to provide quality, safe, authentic and legal products. Where

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appropriate, suppliers must demonstrate that they have robust food safety and quality management systems in place that follow Hazard Assessment and Critical Control Points (HACCP) principles. Suppliers must immediately report to Baker & Baker any concerns or alterations regarding product safety, legal, authenticity and quality throughout the supply chain.

3.2 Health and Safety Practices

Suppliers must apply safe work practices (including regulatory and contract specific requirements) to all activities and exercise good judgment in work decisions. Suppliers performing work on Baker & Baker property or on behalf of Baker & Baker must instil safety in every aspect of their work processes and in the attitude and behaviour of all their workers. When working or performing services at the offices, plants, warehouses and other properties or facilities of Baker & Baker, Suppliers and contractors must adhere to the safe work practices and policies of Baker & Baker with respect to those locations.

3.3 Occupational Safety

Suppliers must also establish procedures and systems to manage, track, and report occupational injury and illness. Such procedures and systems should encourage worker reporting, and suppliers should classify, record injury and illness cases, investigate cases and implement corrective actions to eliminate their causes, provide necessary medical treatment, and facilitate the workers' return to work.

3.4 Work Environment

Workers shall be provided access to clean toilet facilities and to potable water and where appropriate, hygienic facilities for food storage. Accommodation, where provided, shall be clean, safe and meet the basic needs of the Workers.

3.5 Emergency Prevention, Preparedness, and Response

Suppliers must anticipate, identify, and assess emergency situations and events in a crisis procedure, and minimise their impact by implementing contingency plans and response procedures, including emergency reporting, worker notification and evacuation procedures, worker training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, adequate exit facilities, and recovery plans.

3.6 No Alcohol or Drug Use

Suppliers must ensure that workers do not report to work or engage in any work for or on behalf of Baker & Baker, or in any fashion represent, or make any representations on behalf of Baker & Baker, while under the influence of illegal drugs or alcohol. In addition, workers may not possess illegal drugs or controlled substances while on Baker & Baker premises or while conducting business with or for Baker & Baker. This prohibition does not include legally obtained medications used as directed by a

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licensed medical practitioner that do not create a safety risk (e.g., impairment while operating machinery).

4 ENVIRONMENTAL PRACTICES & LAND RIGHTS

4.1 Environmental Practices

All local laws and regulations must be met, and operations conducted in a manner that conserves resources. All waste materials and production by-products should be disposed of properly and in an environmentally responsible manner. Breach of the foregoing may result in cancellation by Baker & Baker of any purchase orders or supply agreements without any liability to Baker & Baker.

Suppliers must also familiarise themselves with the environmental policies included in Baker & Baker's company sustainability statement.

4.2 Hazardous Substance Management

To ensure safe handling, movement, storage, recycling, reuse, and disposal, suppliers must identify and manage substances that pose a hazard if released into the environment and comply with applicable labelling laws and regulations for recycling and disposal. Suppliers must post Material Safety Data Sheets in the primary language of its workers for any hazardous or toxic substances used in the workplace and train workers who will come into contact with such substances in the workplace.

4.3 Wastewater and Solid Waste Emissions

Wastewater and solid waste generated from operations, industrial processes, and sanitation facilities must be monitored, controlled, and treated as required by applicable laws and regulations before discharge or disposal.

4.4 Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals, and combustion by-products generated from operations must be characterised, monitored, controlled, and treated as required by applicable laws and regulations before discharge.

4.5 Pollution Prevention and Resource Reduction

Suppliers must endeavour to reduce or eliminate waste of all types, including water and energy, by implementing appropriate conservation measures in its facilities, in its maintenance and production processes, and by recycling, re-using, or substituting materials.

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4.6 Permits and Reporting

Suppliers must obtain, maintain, and keep current all required environmental permits (e.g. discharge monitoring) and registrations and follow the operational and reporting requirements of such permits.

4.7 Land Rights

Suppliers must respect the land rights of women and communities affected by their operations and sourcing practices and must ensure transparent reporting and disclosure of concession agreements and/or operating permits to affected communities. Suppliers must ensure fair negotiation on land transfers and must refrain from cooperating with any host government's illegitimate use of eminent domain to acquire land that will be used to provide products and services to Baker & Baker, adhering to the principle of Free, Prior and Informed Consent. Suppliers must identify small-scale producers to ensure they have access to fair market value for their crops, goods or services.

4.8 Emissions Reduction

Suppliers must have a carbon emissions reduction policy in place to demonstrate their commitment to reducing their emissions throughout the value chain. In addition, suppliers must be able to share their emission reduction plans and net zero targets with Baker & Baker on request. If available, suppliers should share Product Carbon Footprint (PCF) data at an SKU level with Baker & Baker on request.

4.9 Deforestation

Suppliers must comply with Baker & Baker's deforestation policy, including ensuring only deforestation-free materials for certain commodities (paper, palm, cocoa, soy) are supplied by the end of 2025, and compliance with the European Union's Deforestation legislation (EUDR 2023/1115) by 30 December 2025. Suppliers must be able to share all relevant information including DDS numbers or geolocation data with Baker & Baker on request to demonstrate their compliance with EUDR.

4.10 Biodiversity

Suppliers must protect and enhance biodiversity as part of their sourcing approach, take all reasonable steps to minimise negative biodiversity consequences within their business operations, and demonstrate compliance with Baker & Baker biodiversity policy on request.

4.11 Animal Welfare

As a general policy, Baker & Baker expects the following from its suppliers regarding its animal welfare commitments:

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- Adhere to all relevant national and international laws and regulations concerning animal welfare covering raw materials sourced for Baker & Baker.
- Provide details of your animal welfare policies and commitments upon request.
- Share information about the current state of animal welfare within your value chain upon request.
- Include animal welfare criteria within sourcing / buying decision making.
- Ensure that animal health monitoring is in place throughout your value chain.
- Proof of additional continuous improvement frameworks to supplement these efforts.

5 COMPLIANCE

Baker & Baker reserves the right to terminate its business relationship with any supplier who breaches this Supplier Code of Conduct or whose suppliers or subcontractors breach this Supplier Code of Conduct. Baker & Baker reserves the right to terminate its business relationship with suppliers who fail to provide written confirmation to Baker & Baker that they have a programme in place to monitor their suppliers and subcontractors for compliance with this Supplier Code of Conduct.

5.1 Transparency

Suppliers should adopt a transparent approach to working with Baker & Baker, including the disclosure of relevant policies and procedures. If requested, the supplier must disclose the geographical location of facilities producing raw materials for Baker & Baker, as well as the origin of raw materials within the suppliers' own direct supply chain. The Supplier will take responsibility to implement the requirements of this Code of Conduct and associated due diligence processes with those in its own direct supply chain.

5.2 Management Accountability

Suppliers must manifest their commitment to implement the principles of this Supplier Code of Conduct by having or establishing an appropriate management system to address compliance with these principles and detection and correction of any non-compliance. An appropriate management system should contain the following elements:

- Management Accountability: Executive responsibility for ensuring implementation and periodic review of the status of the management systems.
- Legal and Customer Requirements: Identification, monitoring and understanding of applicable laws, regulations and customer requirements, and procedures for reviewing compliance and correcting any deficiencies.
- Communication: Process for communicating clear and accurate information about a supplier's performance, practices and expectations to workers, suppliers, and customers.

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5.3 Audits and Inspections

Each supplier should conduct audits and inspections to ensure their compliance with this Supplier Code of Conduct and applicable legal and contractual standards. In addition to any contractual rights of Baker & Baker, the supplier's failure to observe the Supplier Code of Conduct may subject them to disciplinary action, which could include termination of the supplier relationship.

Failure to comply with this Supplier Code of Conduct will be sufficient cause for Baker & Baker to exercise its right to revoke the supplier's approved status. Baker & Baker reserves the right, as a condition of continuation of approval, to conduct (or have its designee conduct) periodic, unannounced inspections of suppliers and their facilities and business practices to verify compliance with these standards.

6 REFERENCES

6.1 Workplace Standards and Practices

- International Labour Organization (ILO) Guidelines: The main aims of the ILO are to promote rights at work, encourage decent employment opportunities, enhance social protection and strengthen dialogue on work-related issues. http://www.ilo.org/global/standards/lang--en/index.htm

- Ethical Trading Initiative (ETI) Code: The ETI Code is founded on the conventions of the ILO and is an internationally recognised code of labour practice. http://www.ethicaltrade.org/eti-base-code

- SEDEX Members Ethical Trade Audit (SMETA): SEDEX members developed an audit protocol based on best practices, which is designed to reduce duplication in ethical trade auditing. It is not a code of conduct or a methodology, rather it is an audit format composed of industry leading practices. https://www.sedex.com/solutions/smeta-audit/

6.2 Environmental Practices & Land Rights

- Roundtable on Sustainable Palm Oil (RSPO): RSPO is the leading certification body for sustainable palm oil. Additional information about sustainable palm oil practices, certification processes and membership requirements can be found at: http://www.rspo.org/

- Free, Prior and Informed Consent: Indigenous peoples have the right to give, or withhold, their free, prior and informed consent to actions that affect their lands, territories, and natural resources in order to control their own future. https://www.culturalsurvival.org/sites/default/files/guidetofreepriorinformedconsent_0.pdf

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6.3 Quality, Health & Safety

- Hazard Assessment and Critical Control Point (HACCP) Principles: HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product. http://www.fda.gov/Food/GuidanceRegulation/HACCP/
- One of the Food Safety Systems recognised by GFSI to ensure supplier has an appropriated Food Safety and Quality System in place, which is certified by a third party and recognised by GFSI (Home - MyGFSI).
- EU Framework of European Agency for Health and Safety at Work (European Agency for Safety & Health at Work - Information, statistics, legislation and risk assessment tools) and compliance of Health and Safety legislation of the countries where suppliers operate.

This Supplier Code of Conduct reflects our unwavering commitment to integrity, sustainability, and responsible business practices. I fully endorse its principles and expect all our partners to uphold them.

Approved by:

Matthew Acheson
Chief Executive Officer
Baker & Baker

Signature: Signed by: 001418B543AD4B3...

Date: 01-07-2025

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Appendix: Declaration of Receipt and Acknowledgement

Please complete and return this document to indicate that you received a copy of B&Bs 'Supplier Code of Conduct – July 2025 Edition' and that you acknowledge and accept the conditions within.

Supplier Name:	
Supplier Address:	
Your Name:	
Position:	
Contact Email:	
Contact Number:	
Signature:	
Date:	