

SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct sets out the principles and expectations that suppliers, contractors and their sub-tier suppliers, subcontractors, and third-party manufacturers including ingredient manufacturers (i.e., “Suppliers”) are expected to adhere to when conducting business with **Northeast Nutrition Scotland Limited (NNS)**.

This document is in line with Cooke’s Supplier Code of Conduct ([Cooke Seafood Supplier Code of Conduct](#)).

Introduction

Suppliers must:

- adhere to all applicable laws and regulations in their countries of operation; and
- be in possession of all required legal licences and permits; and
- strive to meet international and industry best practice.

NNS expects all Suppliers to:

- protect the environment and its natural resources;
- ensure animal welfare;
- respect human rights;
- prohibit the practice of forced labour, bonded labour, slavery and human trafficking;
- prohibit the practice of child labour in contravention of international conventions;
- ensure reasonable working hours and wages;
- allow workers the right to freedom of association and collective bargaining;
- provide safe and healthy working conditions;
- operate with appropriate management systems, including grievance and remedy procedures;
- conduct business lawfully and with integrity.

Business Integrity

Conduct Business Lawfully and with Integrity and Transparency

Suppliers will conduct their business ethically in a legal, honest and transparent manner without any fraudulent practices, bribery, corruption or coercion. The provision of false, altered or intentionally misleading records as well as audit fraud will not be tolerated.

Management Systems

Suppliers are required to adopt and maintain appropriate management systems that continuously and effectively promote internal controls, accountability and governance models that ensure accurate reporting and encourage financial stability.

Conflicts of Interest

When dealing with NNS's employees, suppliers must not try to gain an improper advantage or preferred treatment with NNS or improperly impact a NNS employee's ability to make sound, impartial and objective decisions on behalf of NNS. Suppliers must disclose any situation that appears to conflict, or could conflict in any way, with the interests of NNS and should have in place a reasonable policy for handling conflicts of interest.

Responsible Treatment of Individuals

Respect Human Rights

Suppliers must respect all human rights, including rights associated with labour and promotion of equal opportunity, diversity and anti-discrimination throughout their business activities.

In meeting this requirement suppliers will:

- prevent discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, origin (including national, racial, ethnic, social or geographical), religion, age, disability, gender, marital status, sexual orientation or identity, union membership, political affiliation, social background, and any other personal characteristic or condition that could give rise to discrimination.
- ensure all individuals are treated with dignity and respect and provide a workplace free from all forms of bullying and harassment.

- strictly prohibit physical, verbal and mental abuse or discipline, the threat of the foregoing and any other form of intimidation; and
- provide, wherever possible, an employment relationship that does not cause insecurity and social or economic vulnerability to the workers, particularly where any labour-hire or subcontracting is used.

Child Labour

Suppliers must not directly or indirectly employ underage individuals as defined by applicable child labour laws, including 'International Labour Organization Convention 138 – Minimum Age Convention'.

Modern Slavery or Forced Labour

Suppliers must ensure that their operations are free of slavery, or practices similar to slavery or servitude and will not otherwise engage involuntary labour whereby work is procured or performed by the means of the threat or use of force or other forms of coercion, abduction, fraud, deception or inducement.

Suppliers shall respect the freedom of movement of its workers and not restrict their movement by controlling identity papers, holding money deposits or taking any other action to prevent workers from terminating their employment. If workers enter into employment agreements with suppliers, they should do so voluntarily.

Working Hours and Compensation

Working hours must comply with national laws and/or collective agreements, including applicable minimum wage, overtime and maximum hour regulations.

Freedom of Association

Suppliers will grant their employees the right to freedom of association and collective bargaining in accordance with all applicable laws and regulations.

Safe and Healthy Working Conditions

A safe and healthy working environment will be provided for employees, temporary or agency workers and contractors at all supplier workplaces. Hazards and risks in workplaces will be identified and managed with prompt action taken to minimize risks to health and safety.

Environmental Stewardship

Protect the Environment

Suppliers must meet all applicable environmental rules, regulations and laws in the jurisdictions where they conduct business. Suppliers must pursue continuous improvement in the management of their environmental impact by adapting plans that sustainably manage the supplier's environmental footprint.

Ensure Animal Welfare

Suppliers will ensure animal welfare and will not tolerate the cruel treatment of animals in any operations dealing with the husbandry of livestock.

Data Security

Data Security Systems

Suppliers must establish and maintain an information security program that includes appropriate information security policies and procedures for the size of operations and the sensitivity of information handled on behalf of NNS.

The information security program of suppliers must include appropriate organisational and technical measures aligned with industry standards of best practice to protect information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and nature of the information to be protected.

Breach Reporting

Upon discovering a security incident impacting the confidentiality, integrity or availability of NNS confidential information, Suppliers must (i) after becoming aware of an incident being detected, promptly report the security incident to NNS, (ii) fully cooperate with NNS by providing all information relevant to the security incident in a timely manner, and (iii) fully cooperate with NNS to identify a root cause, remediate the security incident and make any notifications required by applicable law.

Business Resumption

Suppliers shall develop, maintain and test business continuity and disaster recovery plans.

Compliance and Verification

As a minimum, every supplier must adhere to the requirements defined in this 'Supplier Code of Conduct' (CoC). In case of any non-compliance with this 'CoC', NNS will require corrective and preventative actions to be taken and reserves the right to terminate any agreement and collaboration if 'non-compliances' are not addressed and closed off.

All suppliers must declare compliance with NNS CoC. NNS must be informed immediately if any violations of 'regulations, laws and/or this 'SCoC', and suppliers must communicate an equivalent set of requirements to their suppliers.

NNS requires suppliers to communicate an equivalent set of requirements with the same intention to their suppliers.

NNS may verify compliance with this CoC through internal or external assessment mechanisms which may include third-party reviews and, NNS expects suppliers to be fully transparent and co-operative.

Acknowledgment

I understand that it is my responsibility to read, to understand, and to keep up to date the contents of the 'NNS Supplier Code of Conduct' and to seek clarification or further information, if needed, and to comply with the contents outlined in this 'CoC'.

I, the undersigned, hereby acknowledge receipt of copy of the 'NNS Supplier Code of Conduct'. By signing, I understand our company's legal obligation to comply with the 'NNS Supplier Code of Conduct' as part of our terms and conditions of trade with NNS.

Company: _____

Name: _____

Position: _____

Signature: _____

Date: _____