

**CODE OF CONDUCT FOR PARTNERS  
TO THE MASTERPACK GROUP OR AFFILIATES**



**Masterpack Group B.V.**

Company No.: 6021301

**Partner code of conduct under the direction of the  
Lead Sustainability and Operations Team.**

## Introduction

Masterpack Group is dedicated to operating and developing business in a sustainable and responsible manner, while at the same time adding value to people's lives. We strive to source all our products with this aim in mind, and we ensure safe products of high quality throughout our global supply chain.

We understand that our partners play a crucial role in helping us achieve our mission. Therefore, we collaborate closely with our partners in the creation of our products and sustainability practices.

This Code of Conduct outlines the fundamental principles and expectations we have for our partners. It serves as a guide for conducting business with Masterpack Group and is based on internationally recognised standards and best practices. It covers a wide range of key areas, including labour and human rights, environmental aspects, business ethics, and responsible sourcing. In addition to these topics, we also set out expectations in relation to quality and food safety.

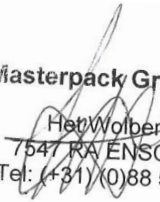
We firmly believe that by working together with our partners to uphold these principles, we can grow together while simultaneously contribute to a better future for all stakeholders involved.

Masterpack Group requires any partner to acknowledge, accept, sign, and adhere to this Code of Conduct for Partners, as set out below. By signing this Code of Conduct, the partner affirms their commitment to applying the principles outlined in this document to all current and forthcoming agreements and business associations with Masterpack Group.

The signee is dedicated to acquiring a SEDEX membership and conducting SMETA audits as needed.

We value your partnership and your commitment to these values as we collaborate to excel in our products and services, and simultaneously make a positive contribution to the world.

**Tim de Winter**  
Managing Director

A handwritten signature in black ink, appearing to read 'Tim de Winter', is written over the printed text.

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## Labour and human rights

Masterpack Group expects her partners to respect international agreements on human rights such as the United Nations Declaration on Human Rights (UDHR), and to provide an example of good human rights practices in its operations.

### Child labour and young workers

Engagement in or tolerating child labour is prohibited. Child labour is defined as employing young people under the age of completion of compulsory schooling or younger than 15 years (14 years where this is allowed according to ILO convention 138). If local legislation or local regulations stipulate a higher age limit, this has to be taken into consideration.

The rights of children to develop and to receive an education are to be respected. Our partner can employ young workers aged between 15 and 18. However, if these young workers are subject to compulsory education laws, they are not to work during school hours. These young workers are prohibited from working during night hours and may not, under any circumstances, be exposed to situations that are a risk to their physical and/or mental health.

### Forced labour

Our partner must abstain from all forms forced labour of any kind as defined by the International Labour Organisation (ILO). Forced labour encompasses work carried out against one's will and in the shadow of potential penalties. This encompasses, but is not restricted to, forced, bonded, or indentured labour, involuntary prison labour, modern slavery and the trafficking of people.



### **Equal opportunities and treatment**

Masterpack Group maintains a strict stance against discrimination and harassment. Our partners are required to offer equal opportunities for her employees and may not discriminate based on race, gender, age, religion, marital status, sexual orientation and union membership, or any other characteristics recognized under national law.

Furthermore, our partner is expected to have a zero-tolerance policy regarding any instances of psychological, physical, sexual or verbal abuse, intimidation, threats or harassment.

### **Trade unions, working hours and wages**

Our partner must, at a minimum, adhere to the requirements of applicable laws, regulations, rules, and industry standards concerning working hours and minimum wage standards. This commitment extends to safeguarding the rights of workers to engage in freedom of association and to exercise their collective bargaining rights.

The compensation for a regular workweek should be adequate to support a respectable standard of living for both the employee and their family. Aspects of this standard of living encompass, but are not restricted to, provisions for food, clean water, housing, education, healthcare, and clothing. In addition to meeting the minimum legal wage stipulations, our partner will actively work towards providing a living wage.

In addition, our partner must ensure that weekly working hours adhere to the maximum limits specified by local regulations, with a strict cap of 60 hours per week. Employees must be granted a minimum of one day off within each seven-day period.

All overtime work will be compensated in accordance with local laws and regulations. The partner must maintain accurate records of working hours, including overtime, to ensure that employees are compensated fairly and in compliance with legal requirements. Additionally, the partner will provide employees with clear information about their compensation, including details on how wages are calculated, any deductions, and the basis for any bonuses or incentives.

## Health and safety

Masterpack Group complies with all local, national and international laws and regulations governing workplace safety and health and shall keep abreast of best practices and industry standards to continually improve the conditions.

### Work environment

The provision of a safe and healthy work environment throughout all facilities, encompassing offices, manufacturing plants, transportation hubs, and any other relevant locations is to be ensured.

Our partner shall implement measures to prevent accidents and injuries, including the proper maintenance of equipment and machinery, the installation of safety devices, and the regular assessment of workplace conditions to identify and mitigate potential hazards. The emergency preparedness should be covered by having well-defined procedures for responding to emergencies such as fires, accidents, and other incidents that may threaten the safety and health of employees.

In addition to physical safety, our partner should promote good health practices among employees and maintain a hygienic workplace. This includes, but is not limited to, providing access to clean drinking water, sanitation facilities, and appropriate measures to prevent the spread of diseases.

Furthermore, our partner will provide appropriate training to employees to ensure that they are aware of and capable of safely performing their duties.

Our partner is required to exemplify sound labour practices and demonstrate an ongoing commitment to improving the working environment within its business. This commitment should be realized through initiatives such as conducting internal audits and risk assessments.

### Product quality, safety and lifecycle management

The partner is committed to consistently delivering high quality products that align with the quality and (food) safety standards mandated by both relevant regulations and the quality criteria established by Masterpack Group. In the event of any apprehensions regarding product safety or quality, it is imperative that the partner promptly notifies the concerned parties.



## **Environmental**

Our partner is expected to take full responsibility for their environmental impact and to actively work on improving their environmental and business performance to protect the environment. This entails the establishment of an environmental policy and complying with existing legislation and regulations pertaining to environmental protection.

### **Energy and greenhouse gas emissions**

Our partners are expected to join us in the collective effort to enhance energy efficiency to reduce our carbon footprint. The partner must adhere to local energy and greenhouse gas regulations, monitor her consumption and report on this. Furthermore, the partner is responsible for exploring opportunities for incorporating renewable energy sources whenever feasible.

### **Air quality**

Our partners must comply with air quality regulations and pollution prevention. This includes, but is not limited to, reduction of the PM and NOx.

### **Water and waste management**

Our partner must, at a minimum, adhere to the requirements of applicable laws and regulations regarding waste management.

In dealing with hazardous materials, the partner must guarantee the proper identification and safe management. This includes secure handling, transportation, storage, recycling, reuse, and disposal.

Additionally, our partner is mandated to appropriately characterize, monitor, control and treat all emissions, including aerosols, corrosives, particulates, ozone-depleting chemicals, volatile organic chemicals, and any other potentially harmful air emissions prior to their release or disposal.

Furthermore, our partner is responsible for the monitoring, control, and treatment of any wastewater and solid waste generated during its operations before discharge or disposal.

### **Biodiversity**

The partner is required to adhere to local biodiversity regulations and implement measures to minimize harm to biodiversity resulting from the production process, such as minimizing noise pollution and avoiding harm to local endangered species.

## **Ethics**

Masterpack Group requires her partners to adhere to the laws and regulations on ethics.

### **Anti-corruption measures**

Masterpack Group maintains a strict stance against any form of fraud and bribery. Employees of Masterpack Group are prohibited from accepting, and our Partner is prohibited from offering or providing, either directly or indirectly, any gifts, favours, or other incentives that could potentially influence decisions regarding the relationship between Masterpack Group and our partner, or that may be construed as a bribe.

Our partner shall not, under any circumstances, directly or indirectly offer or promise rewards to any employee agents, or subcontractor of Masterpack Group for engaging in a contract or requesting the supply of goods or services. Upon request, our partner is obligated to promptly grant Masterpack Group access to its relevant records to verify compliance with this commitment.

Additionally, our partner is obligated to adhere to all applicable laws and regulations concerning anti-bribery and anti-corruption. Our partner must also establish and enforce policies and procedures that are sufficient to ensure compliance with these legal requirements.

### **Information management**

The partner will adhere to relevant laws and regulations governing information management. Compliance with organizational policies and procedures is also mandatory.

To report security incidents, breaches or violations the data breach procedure utilised. Accountability for breaches or violations will be enforced in accordance with organizational policies and applicable laws.

### **Competitive practices**

Partners will not engage in anti-competitive as described in the competitor guidelines. Examples of such behaviour are price-fixing, market allocation, or collusion with competitors.

The partner will adhere to all local and international competition laws and regulations.

### **Sustainable supply chain management**

The partner is dedicated to sourcing products and materials from suppliers who share our commitment to ethical and sustainable business practices. These suppliers adhere to environmentally responsible, socially equitable, and economically viable practices.

### **Whistle blower procedure**

The partner is required to establish a whistle-blower procedure that enables employees or stakeholders to report any misconduct. The partner is obligated to report any violations of this Code of Conduct.



## General

### Compliance with this Code of Conduct

The partner is obligated to consistently adhere to and, whenever possible, surpass the obligations outlined in this Code of Conduct. Compliance with this Code of Conduct, including that of partners' agents and subcontractors, is the responsibility of our partners.

The partner is expected to maintain transparency and engage in cooperative efforts with Masterpack Group regarding the matters specified in this Code of Conduct, as well as other Corporate Social Responsibility concerns that may extend beyond its purview.

Upon Masterpack Group's request, the partner must furnish evidence of its compliance with all the stipulations delineated in this Code of Conduct. A SEDEX membership and SMETA audits may also be required as part of Masterpack Group's partner relationship management and evaluation procedure.

If partners are unable to adhere to the Masterpack Group Code of Conduct or encounter unexpected obstacles that hinder their compliance, it is their responsibility to promptly inform Masterpack Group. The partner should provide a detailed report of the non-compliance issue, along with proposed corrective measures and a timeline for their implementation. Masterpack Group is committed to supporting its partners in resolving these issues.

Masterpack Group reserves the right to demand corrective measures if she becomes aware of non-compliance without prior notification. She also retains the right to disengage from partners who do not meet the requirements of this Code of Conduct or partners who cannot commit to an improvement plan.





### **Breach of Partner's obligations**

In the event of a substantial and/or recurrent breach of any of our partner's obligations as outlined in this Code of Conduct, Masterpack Group reserves the right to fully or partially terminate its collaboration with the partner, without incurring any liability towards the partner.

Products produced by or for the partner in violation of its responsibilities under this Code of Conduct shall be considered non-compliant. Masterpack Group retains the right to decline acceptance of such products, without waiving any other remedies available to Masterpack Group under any purchase contract or applicable law.

### **Legal requirements, sanctions- and watch lists**

The partner commits to perpetual adherence to, or even surpassing, the stipulations of all pertinent laws, regulations, and rules in the countries where it conducts business.

The partner pledges to prevent any entity within its corporate group, its leadership, or its proprietors, whether they are corporate entities or individuals, as well as subcontractors, from being listed on any Watch or Sanctions lists issued by entities such as the United Nations (UN), the United Kingdom (UK), the European Union (EU), or the United States (US), which collectively comprise Sanctions and Watch lists. Furthermore, in cases where the partner becomes aware of any of its group companies, leadership, owners, corporate entities, individuals or business associates being listed on such Sanctions and Watch lists, it is obligated to promptly notify Masterpack Group.

### **Contractual Arrangements**

The obligations under this Code of Conduct for Partners are additional to the partner's other obligations pursuant to any purchase contract between Masterpack and the Partner.

The obligations under this Code of Conduct for Partners shall continue in force in respect of any deliveries from the Partner to Masterpack, regardless of the termination or expiry of any purchase contract between the parties.

**Declaration of Compliance**

The undersigned hereby declares and accepts:

I have read and understand the Partner Code of Conduct. I am fully familiar with its contents, and I agree to observe and follow the provisions of the Partner Code of Conduct at all times as a condition of my retainer.

I understand that breaching any term of the Partner Code of may be grounds to terminate any contract between the Partner and Masterpack.

I confirm that I am authorized to sign on behalf of the Partner.

Company name

Date

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Name

Job title

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Company stamp

Signature

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