

SUPPLIERS CODE OF CONDUCT

This Code of Conduct is agreed to by and between:

1. Ingleby Entity
Address
Postal code + city
Country

And

2. Supplier Company
Address
Postal code + city
Country

INTRODUCTION

Ingleby Farms (“Ingleby”) is committed to acting ethically. Our high ethical standards are partly why we have been successful in the past and will serve as a cornerstone for our future growth. For that reason, we must ensure that everyone we do business with including suppliers, manufacturers, contractors, joint venture partners, agents, distributors and consultants (collectively, “Suppliers”) embrace and demonstrate the same high standards of ethical business behaviour.

We require our Suppliers to comply with the expectations and standards of this Code of Conduct, and for their suppliers and sub-contractors to act in accordance with this Code of Conduct as well. Failure to comply with any of these expectations and standards will require the Supplier to take immediate action to correct the deficiency and may result, in Ingleby’s sole discretion, in the termination of the contract between Ingleby and the Supplier.

LEGAL COMPLIANCE

Suppliers should comply with all applicable laws, rules and regulations. This includes all applicable local, state, provincial and national laws, codes, rules and regulations, as well as all applicable treaties and international standards.

ETHICAL DEALINGS

We expect Suppliers to adhere to a high standard of business ethics, never engaging in unethical business practices. Suppliers should not indulge in any form of dishonest practices, such as bribery, corruption, kickbacks and the provision or acceptance of inappropriate gifts, favours or services.

We expect Suppliers to compete fairly for our business.

EMPLOYMENT PRACTICES

We expect Suppliers to treat their employees with fairness, respect and dignity and to promote a work environment that is free of harassment, forced labour, corporal punishment or other forms of physical coercion.

We expect Suppliers to ensure child labour is not used in any operation. "Child" refers to any non-family member employed under the age of 15.

We expect Suppliers to comply with all applicable laws governing maximum work hours, vacation time, leave periods and holidays, and to provide compensation for overtime hours and mandated benefits in accordance with applicable laws.

We expect Suppliers to respect the right of employees to freely associate, organize and bargain collectively in accordance with applicable laws.

We expect Suppliers to base all conditions of employment on an individual's ability to do the job and not on personal characteristics or beliefs, and to promote a workplace free from discrimination.

We expect Suppliers to only employ workers with the legal authorisation to work and to ensure that authorisation has been validated by the appropriate legal documentation.

We expect Suppliers to ensure they provide a safe and healthy working environment for all their workers.

ENVIRONMENTAL REQUIREMENTS

We expect Suppliers to conduct their operations in a way that reduces their impact on the environment, particularly in the areas of water use, energy use, chemical use, greenhouse gas emissions and waste disposal.

We also expect Suppliers to comply with all applicable environmental laws and regulations.

RECORD KEEPING

We expect Suppliers to comply with legal accounting and auditing standards and maintain all financial books, records and accounts in accordance with applicable regulatory requirements and generally accepted accounting principles.

CONFIDENTIAL INFORMATION

We expect Suppliers to safeguard Ingleby's confidential information by keeping it secure, limiting access to those who have a need to know in order to do their job.

Suppliers should avoid discussion of confidential information in public areas such as planes, elevators, restaurants, mobile phones, and in online social networking sites (Facebook, LinkedIn, Twitter and others) as well as in personal and company blogs.

The obligation to preserve Ingleby's confidential information may be ongoing, even after the business relationship ends.

GIFTS AND ENTERTAINMENT

Ingleby employees are prohibited from accepting any money, non-nominal gifts, favours or excessive entertainment from any company with which Ingleby has current or prospective business dealings.

We expect Suppliers to avoid offering Ingleby employees any gifts, favours or entertainment that would violate this prohibition and to never offer Ingleby employees gifts of cash or cash equivalents, such as gift cards.

Service to Ingleby should never be compromised by personal gain and advantage.

CONFLICTS OF INTEREST

We expect Ingleby employees to act in the best interest of our company and to have no interests or personal relationship with any Supplier that might conflict, or appear to conflict, with that obligation.

We expect Suppliers to disclose to Ingleby any relationship it may have with an Ingleby employee, or an employee's family member or close personal friend, which might represent a conflict of interest.

ASSESSMENT OF COMPLIANCE

We expect Suppliers to cooperate with Ingleby and to allow Ingleby or any authorised third party to conduct audits to verify compliance with these standards or other required certifications. In the event any deficiencies are identified, the Supplier will take the steps necessary within an acceptable timeframe to correct any deficiency to Ingleby's satisfaction.

REPORTING CONCERNS

We expect Suppliers to report on any activities that they are aware of which contravene this Code of Conduct. Also, if an employee of Ingleby, or anyone acting on behalf of Ingleby, has engaged in illegal or otherwise improper conduct, we expect Suppliers to immediately report the matter to Ingleby.

The Supplier can contact Ingleby's CEO Hans Henrik Koefoed at +45 2362 7610 or report a concern via our fully secure, confidential and anonymous whistleblowing system. The system can be found here: <https://inglebyfarms.whistleblownetwork.net>. We also have a link to the whistleblowing system on our webpage on the Contact us page.

With my signature I agree to the above Code of Conduct _____

Name/Date: _____