



SUPPLIERS CODE OF CONDUCT

1. INTRODUCTION

NWF Group plc and its subsidiaries (**NWF, us, our** or **we**) are committed to conducting our business sustainably, responsibly, and to the highest professional and ethical standards. We value our relationships with our suppliers (**Supplier(s), you** or **your**) and strive to work with, and support, our Suppliers to achieve mutual objectives.

NWF expects high legal, ethical, environmental and employee-related standards both within our, and our Suppliers', businesses. These minimum standards are set out in this Suppliers Code of Conduct (**the Code**) and must be met by any entity that supplies products or services to NWF.

We keep the Code under ongoing review and reserve the right to update or amend it and will provide you with reasonable notice of any substantive changes.

2. COMPLIANCE WITH THE CODE

The purpose of the Code is to safeguard the relationship between us and our Suppliers. We therefore require our Suppliers and their workers and representatives (e.g. your suppliers, agents and subcontractors) to agree and comply with the Code and be able to demonstrate compliance.

As well as requiring all Suppliers to comply with the Code, NWF will carry out appropriate risk assessments and a Supplier Due Diligence Questionnaire will need to be completed where any high-risk products or Suppliers are identified. Such Suppliers may be subject to further queries to assess, identify and control any quality and supply chain risks.

We will carry out routine reviews of our supply chains and retain a right to audit our Suppliers to verify Suppliers compliance with the Code. NWF has no obligation to conduct such audits.

SUPPLIERS' COMMITMENT

By continuing to supply products or services to NWF, you agree that:

- You will comply with the requirements in the Code.
- You have appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- Any breach of the Code will allow NWF to terminate its relationship with you with immediate effect.



3. COMPLIANCE WITH LAWS AND REGULATIONS AND PRIORITY OF STANDARDS

In carrying out its agreement(s) with NWF, Suppliers must, in addition to complying with the standards set out in the Code, understand and comply with all applicable laws and regulations, including but not limited to the laws and regulations relating to business integrity, employment, health and safety and environment protection.

Competing standards shall be addressed as follows:

- If there is a conflict between any applicable laws or regulations, the provisions of an agreement with NWF and the provisions of the Code, Suppliers shall meet the most stringent standard.
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4. WORKING PRACTICES AND WELLBEING

NWF is committed to the health, safety and wellbeing of those involved in our operations and supply chains. Our working practices respect and uphold human rights and labour rights for our partners, employees, contractors and all those that work with or for NWF.

Modern Slavery

- We are opposed to any form of forced or bonded labour, including modern slavery or human trafficking and commit ourselves to conduct our business ethically and responsibly. We are committed to ensuring NWF is not supplied by anyone who engages in human trafficking or modern slavery.
- All Suppliers working with NWF must be compliant with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.

Equality & Diversity

- NWF is an equal opportunities employer and service provider, striving to ensure that our workplace, within the framework of the relevant laws, is free from unlawful discrimination, victimisation or harassment.
- We are committed to eliminating unlawful discrimination and to promoting equality and diversity in our professional dealings with suppliers and other third parties, including but not limited to recruitment agencies.



- All Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

Health & Safety

- We regard all legislation relating to health & safety to be a minimum standard and continually measure and monitor our health & safety standards to ensure that they are adequately maintained.
- Our Suppliers shall provide a safe, healthy, and sanitary working environment and must comply with all relevant health & safety laws and regulations, to ensure their employees, and anyone they work with, benefit from a safe and healthy workplace.
- We expect our Suppliers to demonstrate that they have a health and safety management system in place and that training is provided to all their workers.

Working Environment

- No person(s) directly or indirectly employed, and within any associated third parties/contractors, should be subject to bullying, harassment (written, verbal or non-verbal), discrimination or victimisation.
- NWF take a proactive approach to dealing with such behaviour, which should not be encouraged, tolerated or taken lightly. We encourage our Suppliers, and its supply chain, to adopt the same approach to ensure a professional working environment that embraces diversity and provides equality of opportunity.

Wages, Benefits and Working Hours

- All Suppliers shall adhere to all applicable laws regarding working hours, wages, social security payments, overtime payments, paid annual leave and other leave (i.e. sickness).
- All employees of Suppliers must be provided with written and understandable information regarding their employment conditions in respect of wages, benefits and working hours prior to commencing employment.
- As a minimum, any employees of our Suppliers must be paid the minimum wage and benefits established by applicable law.
- All overtime must be voluntary and workers must be given the necessary time off, paid annual leave and holidays as required by local laws.

Whistleblowing Procedure



- We expect our Suppliers to establish a whistleblowing procedure which can be used by employees, workers and representatives to raise confidentially any issues of potentially illegal, unethical or unsafe business practices without fear of reprisal.
- Suppliers should also adhere to our Whistleblowing Policy (available from www.nwf.co.uk) and contact us if you have any concerns.

5. ETHICS & INTEGRITY

NWF is committed to acting ethically, fairly and with integrity in all our business dealings and relationships.

Conflicts of Interest

- The Supplier must bring to NWF's attention if anyone within the Supplier's business has an actual or potential conflict of interest with someone who is part of NWF, as soon as the potential for a conflict arises.
- A conflict of interest could be, but is not limited to, an interest or economic tie between the parties.

Anti-Bribery & Corruption

- NWF has a zero tolerance approach to bribery and corruption. Suppliers must ensure that your employees and associated persons act in accordance with all applicable laws, statutes and regulations relating to the prevention of bribery and corruption that is applicable to your business globally (including but not limited to the UK Bribery Act 2010).
- Any form of bribery or corruption is strictly prohibited and could result in the termination of our relationship with you and subsequent legal action. Care should be taken when giving or receiving gifts or hospitality related to NWF's activities.
- All parties must adhere to NWF's Anti-Corruption and Bribery Policy (available from www.nwf.co.uk) or demonstrate that they apply at least equivalent standards within their business.

Unfair Business Practices

- Suppliers shall comply with all applicable competition laws, including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

6. LEGAL COMPLIANCE

All Suppliers are expected to comply with all applicable laws and regulations in the jurisdictions in which their business operates. Any necessary permits to operate should be obtained.



Financial Crime

- NWF conducts its business in full compliance with current financial crime legislation (for example, anti-money laundering, terrorist financing, anti-facilitation of tax evasion legislation) and is active in avoiding engagement with suspicious or fraudulent transactions.
- You must ensure that your organisation has policies and procedures in place to address ways to identify and manage/mitigate financial crime risks.
- All parties must adhere to NWF's Anti-Facilitation of Tax Evasion Policy (available from www.nwf.co.uk) to ensure compliance with the Criminal Finances Act 2017.

Data Protection

- NWF is committed to complying with current data protection obligations, and to being concise, clear and transparent about how we collect and use personal information, and how (and when) this information is confidentially destroyed once it is no longer required.
- You must not use, or disclose, any information which belongs to NWF, our existing and prospective customers, other suppliers, employees or other third parties, without prior authorisation from NWF.
- All Suppliers are expected to comply with all applicable data protection laws and requirements (including the UK GDPR) and support NWF in its own compliance with data protection laws and principles, wherever possible.

Information Security

- Suppliers are required to implement appropriate technological and security measures in order to safeguard the confidentiality and integrity of any NWF data they hold.
- Suppliers must ensure that there is no unauthorised access of the information by third parties.

Export Controls & Sanctions

- Suppliers must comply with all relevant export controls and sanctions when providing goods or services to NWF. We expect all authorisations and permits to be obtained to ensure the delivery of products or services.

7. ENVIRONMENTAL AND CORPORATE SOCIAL RESPONSIBILITY

Corporate Social Responsibility

- We take responsibility for our actions and encourage a positive contribution towards improving standards for all those we work with, minimising our impact on the environment and improving the quality of the local community.



Environmental Responsibility

- All Suppliers shall ensure that its operations and the goods (and raw materials used) it manufactures comply with all applicable environmental laws and international treaties relating but not limited to waste disposal, emissions, discharges, and the handling of hazardous and toxic materials. Suppliers shall ensure that it will only use packaging materials that comply with all applicable environmental laws and treaties.
- We take responsibility for encouraging Suppliers to consider the use of organic fertilizers, considerations for land deforestation, reducing waste and emissions and taking steps to improve environmental performance.
- In considering the environment, we encourage Suppliers to take environmental responsibility and include environmental considerations in the purchasing and procurement processes in line with our Sustainability Policy (available from www.nwf.co.uk).

Plastic Packaging Tax (PPT)

- PPT applies to all businesses that import plastic packaging or products contained in plastic packaging into the UK or manufactures plastic packaging in the UK. It is your responsibility to carry out an investigation to determine whether and how the PPT will impact your business.
- All Suppliers shall ensure that it has taken all necessary steps to be compliant with the PPT and that all PPT liabilities will be paid on any goods and packaging provided to NWF.

Animal welfare

- Alternatives to animal testing are preferred. Equally Suppliers shall be committed to conducting animal testing using the most humane scientifically valid protocol, meeting regulatory requirements, and shall conduct tests only in accordance with all applicable laws.

8. PRODUCT QUALITY

Products provided by Suppliers need to be safe and compliant with applicable legal and regulatory standards.

- Products sold to NWF in the EU are covered by EU product quality and environmental standards and must contain the CE mark or contain other relevant certifications appropriate to relevant jurisdictions.
- We expect our Suppliers to implement quality control management systems to ensure the integrity of the products sold to NWF.

9. TRAINING



NWF expects our Suppliers to clearly state their commitment to these standards to their employees and workers and to train them to understand and comply with the Code and applicable legislation.

10. NON-COMPLIANCE WITH THE CODE

NWF will seek collaboration with its Suppliers to assist with the implementation of the Code.

- Suppliers should monitor compliance with the Code and report any breaches as soon as possible to NWF. Where NWF becomes aware of a breach of the Code by the Supplier, NWF may either:
 - immediately terminate its business relationship with the Supplier (including any contracts) if it is a material breach; or
 - require the Supplier to remediate the breach to ensure compliance with the Code within an agreed timeframe. If the Supplier fails to take action within an agreed timeframe or fails to remedy the situation at all, NWF may immediately terminate its business relationship with the Supplier (including any contracts).
- Any non-compliance or misconduct can be reported by NWF employees and Suppliers via Safecall on 0800 915 1571 or www.safecall.co.uk/report as stated in NWF’s Whistleblowing Policy (available from www.nwf.co.uk).
- No Supplier should retaliate or take disciplinary action against any employee or worker who has reported a breach of the Code or other wrongdoing in good faith.

11. VERSION CONTROL

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1.0	November 2022