

JULIUS MEINL'S

SUPPLIER CODE OF CONDUCT

WHAT THIS CODE COVERS

I. PURPOSE

II. SCOPE OF APPLICATION

III. RESPECTING HUMAN AND LABOUR RIGHTS

1. Employment is Freely Chosen
2. Child Labour is Not Accepted
3. No Discrimination, Abuse or Harassment is Allowed
4. Freedom of Association and Right to Collective Bargaining
5. Decent Wages and Remuneration are Provided
6. Working Hours, Overtime and Leave are Regulated
7. A Safe and Healthy Working Environment is Ensured
8. Personal Data is Protected
9. Rights of Local Communities are Respected

IV. PROTECTING THE ENVIRONMENT

1. Reducing Greenhouse Gas Emissions
2. Conserving Biodiversity and Natural Resources
3. Managing Waste and Promoting Circular Economy Practices

V. ENSURING LEGAL COMPLIANCE AND BUSINESS INTEGRITY

1. Complying with Laws and Regulations
2. Preventing Corruption, Bribery and Illicit Conduct

VI. GRIEVANCE MECHANISMS AND REPORTING CHANNELS

ANNEX: SELECTED KEY LAWS, STANDARDS AND AGREEMENTS



First published: February 2020
Last updated: November 2025

SUPPLIER CODE OF CONDUCT



I. PURPOSE

Julius Meinl 1862 GmbH and its subsidiaries (collectively and each individually, “Julius Meinl” or “we”), a leading international coffee roaster, is committed to conducting business in an ethical, legal, socially responsible and environmental-friendly manner.

We expect similar conduct and commitment from our suppliers (“Suppliers”), also with respect to their subcontractors and suppliers. We also continuously improve the sustainability of our operations and products and encourage our Suppliers to likewise strengthen their respective sustainable practices. We engage in cooperative partnerships and active dialogue with our Suppliers to promote and enhance social and environmental standards.

II. SCOPE OF APPLICATION

This Supplier Code of Conduct (the “Code”) applies to all Suppliers with active business relationships with us. By entering and performing contracts with us, our Suppliers agree to the Code and commit to act in accordance with it. Further, by delivering products or rendering services, each Supplier confirms that its respective deliverables comply with and are rendered in line with the Code.

This Code sets out the respective requirements for our Suppliers, in particular regarding compliance, business integrity, human and labour rights and environmental protection. It is in particular based on and reflective of the key international standards listed in Annex.1 hereto (the “International Standards”), such as the Core Conventions of the International Labour Organisation, the Universal

Declaration on Human Rights, the UN Declaration on the Rights of Indigenous Peoples, the OECD Guidelines for Multinational Enterprises, the Ten Principles of the United Nations Global Compact and the United Nations Guiding Principles on Business and Human Rights. It further requires our Suppliers to ensure compliance with applicable laws and regulations (“Applicable Law”), including, but not limited to areas such as labour law, environmental law, international trade, export controls, food safety, data privacy and IT security, intellectual property, competition law and transparency and other reporting obligations.

Our Suppliers must ensure that also their suppliers and subcontractors comply with Applicable Law, International Standards and all other requirements of the Code as if they were a party thereto, in particular in connection with all products and services to be provided (directly or indirectly) to us. Suppliers must effectively communicate the content of this Code to their workers, group entities, as well as their suppliers and subcontractors in a language they understand and undertake actions necessary and appropriate to assure its implementation.

In case of overlap between Applicable Law, International Standards or other requirements under this Code and/or the relevant contract between us and our Suppliers, the respective requirements shall apply cumulatively, and, in case of discrepancy, the stricter requirement shall prevail.

We may verify compliance with this Code at any time, also after the end of the respective business relationship. We may perform such verifications in particular through questionnaires, requesting documents and samples, on-site audits (during normal business hours and subject to reasonable advance notice) or other customary and adequate

verification mechanisms, also through appropriate third parties mandated by us.

Upon request, Suppliers shall at any time issue confirmations regarding their and their Subcontractors’ compliance with the Code in writing, including respective adequate supporting documentation.

If a Supplier becomes aware of a violation of this Code (also by its Subcontractors), it shall without undue delay inform us in writing, adopt adequate corrective and preventive measures and keep us informed of the status and implementation thereof.

Upon request Julius Meinl shall be provided with detailed information on the respective violation and corresponding corrective and preventive measures taken. In cases of material non-compliance with the Code, or if corrective measures taken prove inefficient, we may suspend or terminate existing contracts with the respective Supplier.

In the following, the Code highlights selected key minimum elements, principles and requirements which we expect Suppliers to comply with.



SUPPLIER CODE OF CONDUCT



III. RESPECTING HUMAN AND LABOUR RIGHTS

Employment is Freely Chosen

Employment must be freely chosen, and under no circumstances will forced, bonded, or involuntary prison labour be tolerated.

All workers, both permanent and temporary, must receive written employment documents that are agreed on freely and which respect their legal and contractual rights. These documents must clearly outline the terms of employment, including job responsibilities, wages, working hours, and benefits, in a language the worker can understand. Employers must not require workers to lodge deposits or surrender identity documents, and all workers must have the freedom to leave their employment with reasonable notice, without penalty or coercion.

Any work performed must be based on a clear and legal employment relationship. Employers must not avoid their responsibilities regarding workers under labour or social security laws. In particular they shall not dodge fair employment rights and social protections by unjustifiedly applying practices such as labour-only contracting, subcontracting, homeworking, apprenticeships or fixed-term contracts.

Child Labour is Not Accepted

Suppliers shall not, under any circumstances, use any form of child labour. In particular, children of compulsory school age and those under 15 years old (or under 14, where allowed by national law in line with ILO Convention 138) must not be employed.

In small-scale, family-run agricultural settings, children may assist on their family's farm only if the work does not jeopardise their health, safety and schooling and the work is in line with Applicable Law and in particular also the ILO Conventions 138 and 182.

Young workers between the ages of 15 and 18 must have the opportunity to attend education or training programmes, and must not work at night or be exposed to tasks that could endanger their health, safety, or moral development.

Suppliers are encouraged to develop, participate in and contribute to policies and programmes supporting the effective abolition of any form of child labour not in line with this Code. If nevertheless evidence of child labour is detected, adequate corrective measures must be taken.

No Discrimination, Abuse or Harassment is Allowed

No worker should be subject to any physical, sexual, psychological or verbal harassment, abuse or other form of intimidation. All workers should be granted access to a formal mechanism or procedure to report confidentially any improper conduct without fear of retaliation.

Suppliers shall not discriminate – whether in hiring and compensation, access to training, promotion, termination, retirement or otherwise – based on gender, race, ethnicity, national origin, religion, age, physical ability, marital status, sexual orientation, union membership or political affiliation, and shall pay special attention to the rights of workers most vulnerable to discrimination such as migrant workers, disabled people, women, LGBTQIA+ and indigenous peoples.



SUPPLIER CODE OF CONDUCT



Suppliers shall always treat their workers with fairness, respect and dignity, guaranteeing equal opportunities to all.

We encourage our Suppliers to promote a work environment that values the diversity, talent and contribution of each individual within the organisation.

Freedom of Association and Right to Collective Bargaining

All workers of our Suppliers shall – within the framework of Applicable Law – have the right to form work councils or join trade unions of their own choosing and to bargain collectively. Suppliers shall respect the formation of work councils or trade unions, the trade union and their organisational activities, may not discriminate workers' representatives and let them carry out their representative functions in the workplace.

Where the right to freedom of association and collective bargaining is not (or only partially) provided for under Applicable Law, our Suppliers do not hinder the development of independent and free association and bargaining.

Decent Wages and Remuneration are Provided

All workers are provided with a compensation package (including wages, overtime pay, benefits and paid leave) meeting or exceeding the higher of the applicable legal minimum and the appropriate prevailing industry standard. Similarly, the terms of applicable binding collective bargaining agreement must be followed.

All workers shall be provided with written and easy-to-understand 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. Wage payments must be made regularly and in a timely manner. Wage deductions as disciplinary measure are not allowed, and any other deductions not legally required must have the affected worker's clear permission.

In addition, Suppliers must provide all legally mandated benefits, including but not limited to social security, paid leave, and severance where applicable.

Working Hours, Overtime, and Leave are Regulated

Working hours shall comply with Applicable Law and International Standards, whichever affords greater protection for the workers.

Workers are not required to work more than the regular and overtime hours allowed by Applicable Law. If Applicable Law does not provide for working time restrictions, overtime shall not exceed 12 hours per week. All overtime work must take place on a voluntary basis and workers shall be permitted to refuse overtime work without any risk or threat of penalty, punishment or dismissal. Overtime shall not be demanded on a regular basis and shall be compensated at a premium rate. All workers shall have at least one day off during each consecutive seven days period.

Suppliers shall respect and ensure their workers' right to sick or parental leave, holidays and any other paid or unpaid leave under Applicable Law.

SUPPLIER CODE OF CONDUCT



A Safe and Healthy Working Environment is Ensured

Suppliers must comply with Applicable Law, International Standards and all other applicable standards and regulations in particular also on working conditions, occupational health and safety and with social protection systems in case of work accidents and occupational illnesses. To prevent accidents and injuries, the workplace must be equipped appropriately and, where needed, workers are to be provided with personal protective equipment at no cost. Effective programmes and systems to ensure the safety of workers must be implemented, including adequate maintenance of the buildings and equipment. Suppliers are required to deliver regular, documented occupational health and safety training to workers, with additional training provided to new or reassigned staff.

All factories and buildings must have serviced and fully functional firefighting equipment, as well as clearly marked fire exits. The exit doors need to open to the outwards and shall not be blocked and freely accessible at all times.

Suppliers must provide a safe and sanitary work environment, including but not limited to clean toilet facilities, safe drinking water, and, where applicable, hygienic accommodation and food storage facilities.

Rights of Local Communities are Respected

Suppliers are expected to respect the cultural, religious, economic and social rights of local communities, minorities, indigenous peoples and other vulnerable groups. To this end, Suppliers are also encouraged to maintain an active and transparent dialogue with local communities regarding their

activities' impact, to ensure that these benefit rather than hinder the local communities' development.

Suppliers are further expected to respect legitimate property rights, ownership, and rights of use, including those related to natural resources such as forests and water bodies. This includes recognising formal and informal rights, whether public, private, communal or customary, as well as the rights of indigenous peoples and local communities. Farmers, indigenous people and local communities must not be subjected to land or water grabbing, displacement, or the

loss of land traditionally used for farming or otherwise. Respective International Standards must be met and in particular fair, prompt, and effective compensation must be provided, even where Applicable Law may allow otherwise. If indigenous peoples or communities are involved, land and water acquisitions must be assessed through independent due diligence, and all negotiations must be based on the principles of free, prior, and informed consent, in such respects as also more generally in line with the UN Declaration on the Rights of Indigenous Peoples and ILO Convention 169.



SUPPLIER CODE OF CONDUCT



IV. PROTECTING THE ENVIRONMENT

Environmental responsibility is integral to our products and services and key to sustainable and ethical business conduct. We expect our Suppliers to be mindful of their respective effects on the environment and willing to work collaboratively toward an efficient use of resources and the prevention and mitigation of any adverse effects thereon from their corresponding business operations, also beyond International Standards and Applicable Law.

Suppliers shall aim to identify all relevant environmental impacts of such business operations, including resource consumption, emissions generation, chemicals use and waste generation. We encourage our Suppliers to implement

effective and certified environmental management systems such as ISO 14001, Eco-Management and Audit Scheme (EMAS), or equivalent. Suppliers shall strive to prevent, reduce and mitigate any form of environmental impacts, and to restore any damage therefrom, also beyond International Standards and Applicable Law.

Reducing Greenhouse Gas Emissions

We encourage our Suppliers to adapt business models and strategies to be compatible with the transition to a sustainable economy and the limiting of global warming, including emission-reduction objectives. Suppliers shall continuously improve energy efficiency in their business operations and

increase the use of energy from renewable sources, define greenhouse gas reduction objectives based on scientific methodology and aim at a progressive decarbonisation (Scope 1, 2 and 3).

Conserving Biodiversity and Natural Resources

Suppliers shall continuously optimise and reduce the use of natural resources with a particular focus on water and energy conservation.

Suppliers shall actively contribute to the protection of natural ecosystems, biodiversity and ecosystem services, to the prevention the overexploitation of natural resources, the promotion of the restoration of ecosystems and the abolishment of deforestation, degradation and conversion of forests. Suppliers operating in sites with critical biodiversity levels shall in particular adopt the mitigation hierarchy model (avoid, minimise, restore and compensate) to protect and improve biodiversity.

Suppliers must be aware of their direct and indirect impact on deforestation and actively work not to contribute to it. Where mandated by applicable law (like EU Regulation 2023/1115 on Deforestation - EUDR), Suppliers must ensure that their products are deforestation free, also by means of traceability systems.

Suppliers shall further preserve and responsibly manage water resources, set goals to reduce their exploitation and return water with adequate quality to the ecosystems concerned, with particular attention to those located in areas subject to water stress or with a high environmental and biodiversity value, also beyond the Applicable Law and International Standards.



SUPPLIER CODE OF CONDUCT



Managing Waste and Promoting Circular Economy Practices

Suppliers shall prevent and reduce waste where reasonably possible, in particular by applying an adequate waste management system. Waste produced shall be managed responsibly, with particular attention to hazardous waste.

Suppliers are encouraged to support the use and development of renewable or recycled raw materials (secondary raw materials). Processes, products and services shall furthermore be optimised in terms of resource use, progressively replacing non-renewable resources with renewable or recycled ones, and to be recyclable and recoverable as well as to prevent the production of waste, reduce its danger and maximise the amount of waste used for recycling of materials or otherwise subjected to recovery operations, all in line with the circular economy model.

V. ENSURING LEGAL COMPLIANCE AND BUSINESS INTEGRITY

Complying with Laws and Regulations

Our Suppliers shall comply with Applicable Law and International Standards, in particular including the laws, rules, regulations and administrative practices as well as applicable permits and public approvals in the jurisdictions in which they operate, whether in relation to international trade, sanctions, export controls, reporting obligations, food safety, data protection, confidentiality and privacy, intellectual property and antitrust and competition laws or otherwise.

Personal and Business Data is Protected

Suppliers shall comply with Applicable Law in particular also on personal data protection and processing, always respecting and protecting all natural persons' privacy and rights regarding their personal data.

Suppliers shall further ensure the security and confidentiality of all non-public business information in line with Applicable Law, in particular having in place adequate technical and organisational measures at all times.

Preventing Corruption, Bribery, and Illicit Conduct

Suppliers shall refrain from engaging in and tolerating any form of fraud, embezzlement, extortion, money laundering, deception, insolvency offence, illegal payment or other action. Suppliers shall reject and prevent any form of active or passive, direct or indirect corruption, also where such activity may be accepted, tolerated or otherwise not pursued in practice. Suppliers shall have adequate procedures in place to prevent bribery in all commercial dealings.

VI. GRIEVANCE MECHANISMS AND REPORTING CHANNELS

Suppliers, their workers, as well as third parties, are encouraged to report any legitimate concern regarding potential or actual violations of the Code and/or applicable laws in our and our Suppliers' operations and supply chains.

All workers shall have access to anonymous and effective grievance mechanisms. Therefore, Suppliers shall maintain suitable anonymous operational-level grievance mechanisms and ensure all workers are aware thereof. Workers must be able to lodge complaints without fear of discrimination,

reprisal, intimidation, or harassment. Any reported grievances shall be documented and recorded by the Supplier for a period of seven years. We must be informed regularly, and in case of breaches of human rights and environmental standards, also immediately, about the nature and status of such grievances.

We also operate and process reports through our own whistleblowing platform juliusmeinl.integrityline.app in line with our public Integrity Alert Procedure, confidentially and in accordance with applicable policies, laws and regulations.



SUPPLIER CODE OF CONDUCT



ANNEX: SELECTED KEY LAWS, STANDARDS AND AGREEMENTS

This Code is based on and incorporates the principles expressed in internationally recognised standards, declarations and regulations, including but not limited to:

Overarching Global Frameworks

- 2030 Agenda for Sustainable Development (available [here](#), for example)
- UN Global Compact Ten Principles (available [here](#), for example)

Human Rights and Fundamental Freedoms Conventions

- The Universal Declaration of Human Rights (available [here](#), for example)
- OECD Guidelines for Multinational Enterprises on Responsible Business Conduct (available [here](#), for example)
- UN Guiding Principles on Business and Human Rights (available [here](#), for example)
- Women's Empowerment Principles (available [here](#), for example)
- Children's Rights and Business Principles (available [here](#), for example)
- United Nations Convention Against Corruption (available [here](#), for example)

- International Covenants on Civil and Political and Economic, Social and Cultural Rights (available [here](#), for example)
- Privacy Regulation (EU) 2016/679 (available [here](#), for example)
- The International Covenant on Civil and Political Rights (available [here](#), for example)
- The International Covenant on Economic, Social and Cultural Rights (available [here](#), for example)
- The Convention on the Prevention and Punishment of the Crime of Genocide (available [here](#), for example)
- The Convention against Torture and other Cruel, Inhuman or Degrading Treatment or Punishment (available [here](#), for example)
- The International Convention on the Elimination of All Forms of Racial Discrimination (available [here](#), for example)
- The Convention on the Elimination of All Forms of Discrimination Against Women (available [here](#), for example)
- The Convention on the Rights of the Child, 1989 (available [here](#), for example)
- The Convention on the Rights of Persons with Disabilities, 2006 (available [here](#), for example)



SUPPLIER CODE OF CONDUCT



- The United Nations Declaration on the Rights of Indigenous Peoples, 2007
(available [here](#), for example)
- The Declaration on the Rights of Persons Belonging to National or Ethnic, Religious and Linguistic Minorities, 1992
(available [here](#), for example)
- United Nations Convention against Transnational Organised Crime and the Palermo Protocol to Prevent, Suppress and Punish Trafficking in Persons Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, 2000
(available [here](#), for example)
- ILO Declaration on Fundamental Principles and Rights at Work
(available [here](#), for example)
- ILO Tripartite declaration of principles concerning multinational enterprises and social policy (ILO MNE Declaration)
(available [here](#), for example)
- ILO International Labour Standards on Occupational Safety and Health
(available [here](#), for example)
- ILO Centenary Declaration for the Future of Work
(available [here](#), for example)

The International Labour Organization's fundamental conventions

- Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)
(available [here](#), for example)
- Right to Organise and Collective Bargaining Convention, 1949 (No. 98)
(available [here](#), for example)
- Forced Labour Convention, 1930 (No. 29) and its 2014 Protocol;
(available [here](#) and [here](#), for example)
- Abolition of Forced Labour Convention, 1957 (No. 105)
(available [here](#), for example)
- Minimum Age Convention, 1973 (No. 138)
(available [here](#), for example)
- Worst Forms of Child Labour Convention, 1999 (No. 182)
(available [here](#), for example)
- Equal Remuneration Convention, 1951 (No. 100)
(available [here](#), for example)
- Discrimination (Employment and Occupation) Convention, 1958 (No. 111)
(available [here](#), for example)

Environmental Conventions

- Rio Declaration on Environment and Development
(available [here](#), for example)
- The Convention on Biological Diversity of 12 October 2014
(available [here](#), for example)
- The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) of 3 March 1973
(available [here](#), for example)
- The Minamata Convention
(available [here](#), for example)
- The Stockholm Convention on Persistent Organic Pollutants of 22 May 2001
(available [here](#), for example)
- The Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO), adopted on 10 September 1998
(available [here](#), for example)
- The Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer
(available [here](#), for example)
- The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 (Basel Convention)
(available [here](#), for example)