



SUPPLIER CODE OF CONDUCT

U3 AGRINET, Boltangana, UER, Ghana-West Africa. Website: <https://agrinet.net>,

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INTRODUCTION

The U3 AGRINET has operated with high ethical business standards and integrity in the communities where we work and live for some years now. To preserve the trust placed in us, we count on our network of Suppliers and business partners across the globe, to commit to and uphold our high standards of integrity, values, and operating principles.

Our Supplier Code, updated in June 2023, and as may be amended from time to time (the “Supplier Code”), outlines U3 AGRINET’s expectations and guidelines with respect to responsible sourcing including our commitments to human rights, the environment, health and safety, business ethics and the development of a diverse and sustainable supply chain.

The Supplier Code is aligned with the International Bill of Human Rights, The ILO Declaration on Fundamental Principles and Rights at Work, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights (UNGPs) and the Ten Principles of the UN Global Compact.

We require all Suppliers and business partners to comply with this Supplier Code. “Suppliers” refers to any third party that provides goods or services to U3 AGRINET for compensation including, but not limited to, our direct and indirect Suppliers, co-manufacturers and co-packers, labor providers, logistic providers, distributors, and licensees including their parent, subsidiary or affiliate entities. Sub-contractors of Suppliers are also expected to adhere to the Supplier Code.

We expect our Suppliers and business partners to communicate these expectations throughout their supply chain by adopting efficient management systems, policies, procedures and training to uphold the standards and expectations set forth in this Supplier Code within their own business operations.

We require our Suppliers to abide by all applicable national, state, and local laws/regulations in the markets where they operate. However, where local laws or standards differ from this Supplier Code, we expect our Suppliers to comply with the more stringent standards and principles.

In the spirit of continuous improvement, U3 AGRINET is committed to working with and supporting our Suppliers to meet, and when possible, exceed, the requirements in this Supplier Code.

By its acceptance of any purchase order from the U3 AGRINET, the Supplier acknowledges its acceptance of the Supplier Code and intention to comply with its requirements.

A. CHILD LABOR FORCED LABOR AND HUMAN TRAFFICKING FREEDOM OF ASSOCIATION & COLLECTIVE BARGAINING NON-DISCRIMINATION

U3 AGRINET does not tolerate any form of child labor in our supply chain. We are committed to the elimination of the “worst forms of child labor,” as defined by ILO Convention 138 & 182. U3 AGRINET expects our Suppliers to prevent child labor in their operations and encourages our Suppliers to participate in industry efforts aimed at the elimination of such practices wherever they exist in the supply chain. The following must be observed:

- No individuals are hired under 15 years of age, or 14 years of age where local law allows, and such an exception is consistent with ILO Convention No. 138 & 182, or under the legal minimum age for employment in the country, whichever is greatest.
- Any employment of workers under the age of 18 does not interfere with schooling or vocational education or expose children to risks that can harm physical, mental, or emotional development.
- U3 AGRINET does not tolerate any form of abusive or illegal labor in our supply chain such as forced labor or human trafficking.
- U3 AGRINET requires that all labor in its supply chain be voluntary and that workers are allowed freedom of movement. All forms of forced labor and human trafficking are

prohibited including but not limited to any form of prison, slave, bonded or forced indentured labor.

- The recruitment, transportation, transfer, harboring or receipt of persons, by means of threat or use of force, coercion, or other means, for the purpose of exploiting them is prohibited.
- In advance of employment, workers are provided accurate and understandable information about the basic terms of their employment clearly stating their rights and responsibilities as well as information on wages, hours and holidays.
- Workers are free to leave work and terminate their employment upon reasonable notice without penalty and employers must not retain any personal identification, travel documents or wages as conditions of employment.
- Job seekers and current employees are not charged or required to pay fees or deposits to gain or maintain their employment.
- U3 AGRINET respects the rights of employees to freedom of association and collective bargaining across its operations and supply chain.
- Workers have the right to form, join or not join trade unions or other organizations of their choosing and collectively bargain without fear of discrimination, retaliation, harassment, or intimidation.
- In cases where freedom of association is restricted by local law, alternative means of freedom of association will not be obstructed.
- U3 AGRINET does not tolerate any form of discrimination in the workplace. We are committed to diversity and inclusion in the work environment.
- Discrimination in the workplace that is based on the grounds of an individual's race; color; gender; age; national origin; religion; citizenship status; political opinion; marital status; sexual orientation; engaging in, or refraining from engaging in, protected union activity; gender identity; transgender status; physical or mental disability; protected veteran status; genetic information; pregnancy (including childbirth and related medical conditions, including medical conditions related to lactation); or other categories protected by

applicable federal, state or local law goes against U3 AGRINET 's values and is strictly prohibited.

- Hiring and employment decisions, including those relating to compensation, benefits, promotion, training and development, discipline, and termination are based solely on the worker's skill, ability, experience, and performance.

B. HARASSMENT AT WORKING HOURS, WAGES AND BENEFITS WORKER HEALTH & SAFETY

U3 AGRINET does not tolerate any form of disparate treatment in the workplace. The following are the guidance for compliance.

- All workers will be treated with dignity and respect and will not be subject to any form of unethical treatment, threats of violence, or other forms of physical, mental, or sexual harassment. Disciplinary policies and procedures in support of these requirements are clearly defined and communicated to all workers.
- U3 AGRINET is committed to upholding applicable laws and collective bargaining agreements regarding working hours, wages and benefits for individuals employed throughout the supply chain. We encourage our Suppliers to work toward paying a wage that is sufficient for workers to meet their basic needs and provide some discretionary income.
- Wages and benefits are paid on time and at least equal to the applicable legal minimum wage and any associated statutory benefits.
- Working hours reflect applicable legal norms and overtime hours are paid at the legally mandated premium or in line with the guidance provided by ILO Convention 1 (the rate of pay for overtime shall not be less than one-and-one-quarter times the regular rate) if there is no mandated premium.

- Suppliers shall ensure that work schedules and rest periods are consistent with applicable local legal requirements.
- Work hours and schedules should not be excessive and negatively impact employees' health or safety.
- Temporary labor arrangements, including the excessive use of fixed-term contracts, labor only contracting, sub- contracting, home-working or apprenticeship schemes, are not used to avoid obligations to workers under labor or social security laws and regulations.
- U3 AGRINET requires that all workers be provided with a safe and healthy working environment.
- Workers have the right to refuse and report unsafe or unhealthy working conditions regardless of role, title, or responsibility.
- Workers are trained on the appropriate occupational health and safety policies and procedures, including emergency, evacuation procedures, prior to employment and then on a regular basis in the primary language(s) of its workers. Workers are provided appropriate protective equipment and instructed on appropriate use.
- Potable drinking water is provided to all workers as well as adequate and clean sanitation facilities for male and female workers. Unreasonable limitations to workers' access to toilets, rest or lactation breaks are prohibited.
- If applicable, dormitories are clean, well maintained, provide reasonable entry and exit privileges for workers and in compliance with safety regulations.

C. FOOD SAFETY & QUALITY LAND RIGHTS ENVIRONMENT BUSINESS ETHICS

U3 AGRINET provides safe, high-quality farm products (grains and vegetables) and we expect our Suppliers to help us meet this commitment. The following guides apply:

- Products and services delivered must meet or exceed food safety and quality standards required by applicable law and the U3 AGRINET's stringent quality standards.

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- Any concerns about product safety or quality must be reported to U3 AGRINET.
- U3 AGRINET is committed to following the principles of Free, Prior and Informed Consent (FPIC) of Indigenous Peoples for property or land negotiations.
- All forms of land grabbing are prohibited. Adherence to the principles of Free, Prior and Informed Consent of Indigenous Peoples is required in all negotiations for property or land, including the use of and transfers of it.
- Land rights of individuals, indigenous people and local communities affected by sourcing practices, supply chains and operations are respected.
- U3 AGRINET is committed to reducing our environmental impact across our supply chain and to supporting sustainable operational and agricultural production practices.
- We work with our Suppliers who are critical partners in our efforts to source our ingredients responsibly and sustainably, packaging materials and other goods and services in a way that will help reduce our impact on air, land, and water.
- Operations fully comply with all federal and local environmental laws and regulations including those related to waste disposal, hazardous waste, greenhouse gas emissions, wastewater, and toxic substances.
- Air emissions, wastewater and solid waste generated from operations are to be characterized, monitored, controlled, and treated as required prior to discharge or disposal.
- Operations and work across supply chains do not contribute to deforestation or loss of biodiversity. Suppliers are encouraged to implement their own No Deforestation Policy and commitments to protecting High Conservation Value and High Carbon Stock areas.
- All required environmental permits (e.g., discharge and effluent monitoring records) are obtained, maintained, and kept current and any operational, registration and reporting requirements shall be followed.
- Suppliers are encouraged to actively measure, manage, and disclose environmental impacts in areas such as Greenhouse Gas (GHG) emissions, water and waste as well as to set targets

and implement action plans for reducing environmental impacts. Public reporting on annual environmental performance is encouraged.

- U3 AGRINET is committed to conducting business ethically and lawfully in countries where we operate across our supply chain.
- We prefer to do business with Suppliers and business partners who demonstrate a strong commitment to ethical behavior.
- Suppliers conduct their business in accordance with the highest ethical standards and to have controls in place that prohibit and detect the misuse of assets, corruption, bribery, improper gifts, extortion, embezzlement and even the appearance of conflicts of interest.

D. GRIEVANCE MECHANISMS MANAGEMENT SYSTEMS, COMPLIANCE AND AUDITING

The following standards must be observed by suppliers:

- Suppliers' business dealings should be fair, legal, and honest.
- Suppliers shall abide by all applicable anti-corruption laws and regulations of the countries in which they operate, including the Foreign Corrupt Practices Act (FCPA) and applicable international anti-corruption conventions.
- If Suppliers and business partners extend any business courtesies to our employees, they will do so infrequently, and the courtesies must be of no more than moderate value.
- Suppliers and business partners will also accurately reflect their business dealings in their books and records.
- Suppliers and business partners with access to U3 AGRINET's confidential information should not disclose such information to any other person without our advance written consent.

- U3 AGRINET expects Suppliers to provide grievance mechanisms that are transparent, responsive, anonymous, unbiased, and confidential to workers and other parties across the value chain.
- Workers know of and have access to grievance mechanisms which allow for anonymous reporting. Reported concerns and violations are addressed in a timely manner and follow a clearly outlined process.
- Workers who speak up in good faith are protected from retribution, retaliation, and reprisal.
- The U3 AGRINET is notified if any concerns or violations are reported through the grievance mechanism that are in direct violation of this Supplier Code.
- Violations and concerns may also be reported directly to the CEO of U3 AGRINET.
- Suppliers ensure that adequate and effective management systems, policies, procedures, financial documentation, and training are in place to ensure ongoing compliance with the Supplier Code. We reserve the right to request from our Suppliers information about the management of relevant issues outlined in the Supplier Code.

The U3 AGRINET reserves the right to verify compliance with this Supplier Code through internal and external assessment mechanisms, such as self-assessment questionnaires, announced and unannounced on-site independent third-party audits, and worker well-being surveys. Such audits may inspect Suppliers' facilities, operations, books, and records, and supplier-provided housing, and may include confidential worker interviews. If non-compliances are observed, the supplier will be required to take corrective action.

If Suppliers fail to implement the recommended corrective action plans and do not remedy any act of non-compliance in a timely manner, U3 AGRINET may, in its sole discretion and without any further obligation to Suppliers, suspend purchases, refuse to take delivery under any purchase order and return any goods or services from the supplier until the corrective actions have been implemented, or may terminate its business relationship with the supplier in addition to any other rights or remedies.

Concerns can be shared confidentially via phone or web at www.u3agrinet.com Local phone numbers are available by clicking on the “our locations” tab.

We also reserve the right to request that Suppliers disclose information that may pertain to geographical location of facilities that produce any item supplied to U3 AGRINET, origin of raw materials produced within their facilities and environmental performance indicators such as Greenhouse Gas emissions.

Management of our Supplier Code of Conduct is the responsibility of the Finance and Administration Team and is led by our Director of Finance and Administration who reports to the CEO.

Definitions for these purposes:

Corrupt practice means the offering, promising, giving, receiving, or soliciting, directly or indirectly, anything of value or any other advantage to influence improperly the actions of another person or entity.

Fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person or entity to obtain a financial or other benefit or to avoid an obligation.

Coercive practice means any act or attempt to influence improperly the decisions or actions of a person or entity by impairing or harming, or threatening to impair or harm, directly or indirectly, such person or entity or their property.

Collusive practice means an arrangement between two or more persons or entities designed to achieve an improper purpose, including influencing improperly the actions of another person or entity.

Anti-competitive practice means any agreement, decision or practice which has as its object or effect the restriction or distortion of competition in any market.