KILIMANJARO PLANTATION LIMITED

SUPPLIER/SERVICE PROVIDER CODE OF CONDUCT

Kilimanjaro Plantation Limited "**KPL**" is committed to conducting its business in an ethical, legal, environmentally and socially responsible manner. KPL continuously works to improve the sustainability of its operations. While our policies ensure that we comply with applicable laws, our actions demonstrate our commitment to invest in the wellbeing of our employees, the protection of the environment, while enhancing traceability and expanding the development of sustainable production programmes. We expect our Suppliers/Service providers to share our commitment to doing business in a responsible, sustainable and ethical manner and set out below our Supplier Code of Conduct (the "**Code**") with which our Suppliers/Service providers must act in accordance.

LEGAL & ETHICAL COMPLIANCE:

KPL conducts its business in compliance with all applicable laws, rules and regulations including antitrust laws, applicable sanction regimes and is not engaged in bribery, corruption, money laundering or other fraudulent practices. We expect the same from our Suppliers/Service providers and a Supplier/Service provider must have in place policies and procedures to ensure such compliance.

HUMAN RIGHTS & LABOUR:

Respect for employment contracts: Suppliers/Service providers must ensure that all employment contracts are fair, clear and understood by workers. **Child labour and modern slavery:** We are committed to acting ethically and with integrity in all our business relationships and to implementing and enforcing effective systems and controls to ensure slavery and human trafficking are not taking place anywhere in our supply chains or in any part of our business. We adhere to (i) the United Nations Universal Declaration of Human Rights, (ii) the International Labour Organization core labour conventions 29 and 105 (Forced Labour), 182 (Worst Forms of Child Labour) and 138 (Minimum Age), and (iii) applicable Tanzanian laws governing child labour, forced or compulsory labour and human trafficking. We comply with local laws regarding minimum employment age and do not employ children who are under the local minimum school leaving age. We expect the same commitments from our Suppliers/Service providers. Suppliers/Service providers must not engage in or support the use of forced, bonded or involuntary prison labour. Workers should be free to leave their employment after reasonable notice. **Indigenous Peoples & Communities:** We strive to follow the principles of Free, Prior and Informed Consent (FPIC) when operating on Indigenous Peoples' lands or where their interests are concerned. We expect our Suppliers/Service providers to follow these same principles. **Abuse:** We do not permit the use of violence or any form of harassment, abuse or intimidation in any of our operations, and we strive to ensure our employees are treated with dignity and respect. Our Suppliers/Service providers should also operate in this way and disciplinary practices should be fair and in line with internationally recognized human rights standards. **Discrimination:** It is our policy that no job applicant or employee receives less favorable treatment on the grounds of sex, gender, gender identity, sexual orientation, age, race, color, nationality, ethnic origin, religion, belief, disability, marital status, pregnancy status, caregiving responsibilities or by conditions which cannot be shown to be justifiable. In addition, we are committed to granting all workers Freedom of Association so that any employee who is associated with any collective bargaining or trade union does not receive less favorable treatment as provided for in ILO Conventions 87 (Freedom of Association) and 98 (Right to Organize and Collective Bargaining). Our Suppliers/Service providers should respect the right of workers to form and join trade unions and bargain collectively. No worker should be subject to discrimination. **Diversity and inclusion:** We are committed to ILO Conventions 100 (Equal Remuneration) and 111 (Discrimination) and expect the same from our Suppliers. Our Suppliers/Service providers are expected to value the dignity of each employee as a unique person with individual skills and perspectives. Suppliers/Service providers are expected to categorically reject individuals and ideologies that seek to sow hate, discord, and division based upon an individual's personal characteristics. **Reasonable hours & compensation:** Our employees have regular, reasonable working hours and we expect our Suppliers/Service providers to pay their employees reasonable compensation and benefits that, at a minimum, comply with all applicable laws and regulations, including in relation to overtime pay. Wages should be paid regularly, in full, and without delay.

HEALTH AND SAFETY:

Our policy is to comply with ILO Conventions 155 and 187 (Occupational Health and Safety) and applicable laws by taking all reasonably practical steps to safeguard the health and safety at work of all our people, and the safety of our customers, Suppliers/Service providers and all others who are affected by our activities. Our Suppliers/Service providers are responsible for providing a safe and healthy workplace in accordance with applicable laws and international standards and work towards safeguarding the health and safety of their employees. Workers should receive adequate safety training and have access to necessary protective equipment

SUPPLY CHAIN RESPONSIBILITY:

Traceability: By investing in supply chain intelligence, we are continuing our on-going commitment to our customers to provide fully traceable and sustainable commodities. We expect our Suppliers/Service providers to have enhanced levels of control and transparency to assist us in our commitment to provide traceability throughout the supply chain. KPL reserves the right to ask for a full supply chain map to facilitate risk assessments and gauge legal, ethical and environmental compliance in the upstream supply chain. Our Suppliers/Service providers will be transparent about all known farms/coops/buying stations used to source goods for us and provide such information upon request. **Sustainability:** We are committed to improving the quality of our farmers' yields, quality of product and, in turn, their income. Every local market is different, but where possible this will include: (i) engaging with farmers directly and through farmer organizations;

(ii) training to improve agricultural, social and ethical

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practices; (iii) certification or verification programs to enable trade in higher value markets; (iv) access to farmer services including but not limited to inputs, credit, better plant genetics and technologies. We expect our Suppliers/Service providers to engage in and be supportive of such sustainability practices. **Continuous improvement:** We recognize that achieving the requirements of this Code is a dynamic process and we encourage continuous improvement within a Supplier's operations. In cases where improvement is required, we will support our Suppliers/Service providers to establish clear milestones and processes to support their achievement. **Grievance reporting:** We provide a platform through which all KPL employees, contractors, sub-contractors, agents, customers, Suppliers/Service providers and other stakeholders may report to KPL any concerns, complaints or potentially unlawful activities in the workplace or relating to KPL operations, with the option to do so anonymously, without threat of reprisal, intimidation or harassment (see below for more information). We encourage and expect our Suppliers/Service providers to encourage and provide means for their employees, contractors and Suppliers/Service providers to likewise be able to make any such reports, and to be able to do so anonymously, without threat of reprisal, intimidation, or harassment. Any report must be treated confidently. Suppliers/Service providers must investigate such reports and take corrective action if needed and notify KPL of legal actions, administrative investigations, or prosecutions that may affect their performance of any contractual obligations to KPL, or where such legal actions could adversely affect a Supplier's or KPL's reputation.

ENVIRONMENT:

We are committed to improving the environment in which we operate; as a minimum, we expect our Suppliers/Service providers to comply with environmental laws, hold required permits, strive to improve environmental practices and minimize the environmental impact of their operations. **Greenhouse gas emissions:** Our Suppliers/Service providers will take appropriate steps to minimize greenhouse gas (GHG) emissions and its impact on climate change and air quality. Suppliers/Service providers should collect GHG data, assess and reduce their emissions and provide documentary evidence of this to KPL if requested. **Energy efficiency:** Our Suppliers/Service providers will take appropriate steps to minimize the consumption of energy as well as put in place energy saving strategies (i.e., use of renewable sources and fuels, fuel-efficient logistics operations). **Water management & conservation:** Our Suppliers/Service providers will take appropriate steps to minimize their impact on water by: (i) reducing their water consumption; (ii) ensuring groundwater quality is maintained;
(iii) ensuring discharged wastewater qualities comply with local regulations and are (where possible) improved; and (iv) by supporting water conservation. **No deforestation:** Our Suppliers/Service providers will take appropriate steps to ensure their operations do not contribute to deforestation, forest degradation and biodiversity loss. When establishing new operations or expanding existing ones, our Suppliers/Service providers shall obtain all legal approvals and permissions. Our Suppliers/Service providers will be transparent about land use history and maintain supporting documentary evidence, including any geolocation data. Our Suppliers/Service providers shall provide such information, along with any declarations required by applicable regulations, upon request by KPL.

AUDIT:

At any time during our business relationship with you, we reserve the right to audit you, your Suppliers/Service providers and subcontractors, for compliance to this Code, and you shall accommodate our audit as required. As part of any audit, we or any of our representatives or agents may require access to your facilities and all relevant records associated with the products and services you provide to us. We shall agree with you a mutually agreeable date and time for access. However, risks to our business may require immediate access to the products, services, and associated records, and you shall accommodate our reasonable access as needed. You shall contractually require your Suppliers/Service providers and/or subcontractors to conform to standards equivalent to the provisions of this Code. You shall also ensure that your personnel comply with this Code when providing goods or services to KPL.

BREACH AND CORRECTIVE ACTION PLAN:

If, during our business relationship, we find that you are not in compliance with the obligations or spirit of this Code, we reserve the right to negotiate a 'Corrective Action Plan' with you, or in case of serious or persistent violations, to terminate the business relationship. Where possible, we will agree the Corrective Action Plan with you, so that we can work together, at your cost, to mitigate any consequences of non-compliance and to remediate the non-compliance itself. Where possible, we will provide guidance and resources to help improve your due diligence and risk mitigation processes. We reserve the right to terminate our business relationship if you do not take reasonable steps to implement the Corrective Action Plan to our satisfaction.

EUDR COMPLIANCE STATEMENT:

Kilimanjaro Plantation Limited and its suppliers commit to complying with **Regulation (EU) 2023/1115,** ensuring that all commodities and products are **deforestation-free and legally produced** in accordance with **applicable national laws**. We **maintain traceability and transparency** through **geolocation data and supply chain documentation** to verify compliance with Article 3 obligations. All suppliers are expected to cooperate in due diligence, continuous improvement, and corrective actions to uphold these commitments.

To report any concerns relating to this Code or our business relationship, you can reach out to your KPL contact or, if you prefer, via email at hr@kilimanjaro-plantation.com.
By supplying goods or services to KPL, you agree to follow its principles, which promote legal, social, and environmental responsibility. The Code is reviewed regularly, and updates are published on KPL's website.