

## CODE OF CONDUCT

### 1. Our vision of ourselves

When master butcher Carl Müller founded his country butcher's in the Pomeranian town of Rügenwalde in 1834, he laid the foundations for our company. He passed on his skills, knowledge and passion for quality to subsequent generations. To this day, as a family business, we place great emphasis on the quality of our products and on care and safety during production. We are also committed to acting responsibly towards our employees, our business partners, society, the environment and future generations. This Code of Conduct explains what we mean by this in concrete terms. The Code is binding on us and our subsidiaries and forms an integral part of our expectations of suppliers and business partners. Contractors therefore commit in writing to meet the requirements of the Code of Conduct.

### 2. Basic principles

Rügenwalder Mühle's Code of Conduct is based on international standards and guidelines. These include:

- The United Nations Universal Declaration of Human Rights.
- The United Nations Convention on the Rights of the Child.
- The conventions of the ILO (International Labour Organization) of the United Nations, in particular the ILO's Core Labor Standards.

For this Code of Conduct, we have taken into account the Base Code of the Ethical Trading Initiative (ETI), the principles of the Code of Conduct of the Amfori Business Social Compliance Initiative (amfori BSCI) and aspects of animal welfare, environmental protection and climate change. We are also guided by sustainability goals such as the UN Sustainable Development Goals.

### 3. Compliance with the law

For us, compliance with the law is an essential part of responsible and ethical behaviour. For this reason, Rügenwalder Mühle employees have Compliance Guidelines that explain the principles, values and obligations to which everyone must adhere. We also expect our business partners to fully comply with all relevant national and local laws and regulations that affect their business activities.

### 4. Product safety and quality

Rügenwalder Mühle attaches great importance to the safety and quality of its products. We expect the same from our suppliers. We therefore demand compliance with all laws and regulations relating to product safety. A certified quality management system must be in place. The minimum requirements also include written documented procedures that define responsibilities for the following aspects:

- Compliance with all legislation and requirements for product safety risk assessment (HACCP)
- Traceability in accordance with Regulation (EC) No 178/2002 and Regulation (EC) No 1935/2004
- Quality assurance
- Hygiene measures
- Crisis management

### 5. Human rights, labour requirements and working conditions (social responsibility)

#### 5.1 No forced labour

There shall be no forced, bonded or similar compulsory labour. All work shall be voluntary. Debt bondage or involuntary prison labour is not permitted. Employees should be able to leave the workplace at any time after completing their work and should be able to terminate the employment relationship after giving notice. In particular, reference is made to compliance with ILO Conventions Nos. 29 and 105 as well as Section 2(2) Nos. 3, 4 and 11 of the German Supply Chain Act (LkSG).

#### 5.2 Ban on child labour

No organised child labour, particularly exploitative and hazardous child labour shall be used at any stage of production. Business partners shall comply with the ILO Minimum Age Conventions for the employment of children (not less than 15 years). Children's schooling should not be interfered with. Young employees between the ages of 15 and 18 shall be

afforded special protection, particularly with respect to working conditions that may endanger their health or safety. In particular, reference is made to compliance with ILO Conventions Nos. 79, 138, 142 and 182 and Section 2(1) and (2) LkSG.

### **5.3 Fair remuneration**

The business partner shall pay employees a fair wage that is at least the legal minimum wage or the industry standard in the country concerned. Wages shall be paid on time, regularly and in full. In particular, reference is made to compliance with ILO Conventions Nos. 26 and 131 and Section 2(2) No. 8 LkSG.

### **5.4 Fair working hours**

Working hours shall be at least in accordance with the legal requirements of the country in question or industry standards. The standard working week, excluding overtime, should not exceed 48 hours\*. Overtime is voluntary and remunerated with an overtime premium. In particular, reference is made to compliance with ILO Conventions Nos. 1 and 14.

\*The 48-hour upper limit for a regular working week is in line with both SA 8000 and, for example, the German Working Time Act (ArbZG).. This is based on the assumption that an eight-hour working day with six working days (=48 hours) and at least one day off per week is the regular upper limit.

### **5.5 Freedom of association and complaints mechanisms**

Employees have the right to organise trade unions, assemble or join associations of their choice. . The right to collective bargaining will be respected. Where trade union activity is not permitted in the country concerned, the business partner shall facilitate the appointment of workers' representatives to raise labour issues with the company without fear of retaliation. Individuals and communities should have the right and opportunity to make complaints. In particular, reference is made to compliance with ILO Conventions Nos. 87, 98, 135 and 154 and Section 2(2) No. 6 LkSG.

### **5.6 Discrimination**

Discrimination or marginalisation of employees is not permitted. This applies in particular to discrimination based on gender, age, religion, skin colour, social background, mental or physical disability, ethnic or national origin, sexual orientation, religious or political beliefs, marital status, pregnancy, family situation or other personal characteristics. The right to equality of opportunity and equal treatment shall be upheld. The personal dignity, privacy and personal rights of each individual shall be respected. In particular, reference is made to compliance with ILO Conventions Nos. 110, 111 and 159 and Section 2(2) No. 7 LkSG.

### **5.7 Abuse**

Physical abuse, punishment, coercion and psychological, mental, sexual and physical harassment are not permitted. The threat of physical punishment and verbal abuse are also not permitted. All forms of intimidation are prohibited.

### **5.8 Working conditions (health and safety)**

The business partner shall provide its employees with a safe and hygienic working environment that is not hazardous to health and that complies with applicable national occupational health and safety regulations. Where these are inadequate or poorly implemented, international standards apply to ensure a high level of safety and protection for employees. Vulnerable employees such as young employees, young mothers and pregnant women, and people with disabilities shall be given special protection. Occupational safety systems are designed to identify potential risks to the health and safety of employees so that appropriate precautions can be taken to prevent accidents and damage to health. Employees shall be regularly informed and trained on health and safety regulations. Access to drinking water and clean sanitary facilities shall be provided. Where accommodation is provided for workers, it shall be safe, clean and healthy and meet the basic needs of employees . In particular, reference is made to compliance with ILO Conventions Nos. 155 and 164 and Section 2(2) No. 5 LkSG.

### **5.9 Employment relationship**

Employment relationships are regulated and comply with national legislation and international labour standards. Precarious employment is not permitted. \* Employees shall receive clear and comprehensive information about their rights, obligations, working conditions, working hours and remuneration before joining the company. Employment relationships designed to circumvent or evade regular employment relationships, such as training programmes that do not lead to qualifications, and seasonal work designed to undermine employee protection are not permitted. Social security will be provided in accordance with the legal requirements or industry standards.

\*An employment relationship is considered precarious if the wage is too low for the employee to live on.

### **5.10 Preserving the natural resources**

Neither Rügenwalder Mühle nor business partners nor suppliers may use land, forests or water, the use of which provides people with a livelihood, in a way that violates people's legitimate rights. Harmful changes to the soil, water and air pollution, noise emissions and excessive water consumption must be avoided if they harm people's health, significantly impair the natural basis for food production or prevent people from having access to clean drinking water or sanitary facilities. In particular, reference is made to Section 2(2) Nos. 9 and 10 LkSG.

### **5.11 Complaints mechanisms**

Business partners and suppliers must pass on to their employees, in an appropriate manner, information received from Rügenwalder Mühle regarding contactability, responsibilities and the implementation of a complaints procedure. The complaints procedure must be accessible to employees while maintaining confidentiality of identity and effective protection against

discrimination. Unless notified, business partners and suppliers are themselves responsible for establishing an effective grievance redress mechanism at company level for individuals and communities that may be affected by adverse impacts.

## **6. Protection of the environment, resources and climate (ecological responsibility)**

Rügenwalder Mühle's business partners shall comply with the applicable statutory environmental protection regulations. These include:

- The treatment and discharge of industrial wastewater
- Handling air emissions
- Handling waste and hazardous substances
- Reducing the consumption of raw materials and natural resources
- Handling energy consumption/efficiency
- Soil contamination.

We expect our business partners to avoid or reduce, as far as possible, the environmental impact and negative ecological effects of their activities, products and services in accordance with the precautionary principle. Environmental responsibility also includes minimising the use of raw materials and consumables and the economical use of packaging and logistics materials. The use of natural resources is to be minimised, energy efficiency is to be continuously improved and electricity requirements are to be met by renewable energies wherever possible. We encourage our suppliers to make an active contribution to climate protection and to significantly reduce their emissions.

## **7. Animal welfare**

We expect our suppliers to at least meet, and where possible exceed, legal animal welfare standards.. We work with our raw meat suppliers to improve animal welfare.

## **8. Ethical business conduct**

### **8.1 Integrity/bribery, taking undue advantages and corruption**

All forms of corruption, extortion, bribery, embezzlement or the giving of undue financial or other inducements are prohibited. This applies in particular to relationships with business partners, representatives of politics, the media and the public or government institutions. Procedures are in place to monitor compliance with this policy.. We expect a high level of integrity from our business partners.

### **8.2 Fair competition**

The business partner undertakes to refrain from any activities that impair fair competition or fair business practices. The applicable antitrust laws must be applied; in particular, agreements and other activities that may influence prices or conditions are prohibited.

### **8.3 Confidentiality and data protection**

The collection of personal data from clients, business partners, suppliers, customers, employees and consumers shall be carried out in accordance with the reasonable expectations of these reference groups. The collection, storage, processing and transmission of personal data shall be in compliance with applicable data protection and information security legislation.

### **8.4 Intellectual property**

Intellectual property rights must be respected. Intellectual property rights and customer information shall be protected during the transfer of technology and know-how.

## **9. Scope and implementation of requirements**

The Code of Conduct applies to all workplaces and all employees of our business partners, even if they are employed without a contract, on a temporary or part-time basis. We expect our business partners to implement appropriate risk management within their own supply chains. It should be possible to identify risks associated with this Code of Conduct so that action can be taken to address them if necessary. We reserve the right to take appropriate action to verify the implementation of this Code of Conduct. If the Code of Conduct is not adhered to or if the business partner informs Rügenwalder Mühle of deviations from the Code of Conduct, we will provide the opportunity to start and implement the elimination of the deficiencies within the framework of an action plan. If no improvements are achieved or if the business partner disregards the fundamental values set out in this Code of Conduct, we reserve the right to suspend or terminate the business relationship as a last resort.

Rügenwalder Mühle and the business partner will endeavour to ensure that their sub-suppliers and sub-contractors are also informed of the contents of the Code of Conduct and comply with its requirements.. This reflects our desire to ensure that there is a common basic understanding of social and environmental responsibility, ethical principles and sustainable business practices throughout the supply chain. This can only be achieved through close dialogue and collaboration with suppliers and business partners.

## **10. Complaints office**

Rügenwalder Mühle requests the active support of all parties in complying with the values and guidelines set out in the Code of Conduct. Employees, as well as all other persons and parties concerned, can report violations via our reporting centre, which is maintained 24/7 by an independent service provider and provides the opportunity to report violations anonymously in writing or verbally. The reporting centre also allows for anonymous and untraceable communication and interaction with the whistleblower.

## **11. Acknowledgement and consent**

The Code of Conduct shall become effective upon signature. The business partner agrees to act responsibly in accordance with the Code of Conduct and to comply with its requirements.

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Place, date, signature and company stamp