



Supplier Code of Conduct

Ameropa Australia

Background

Ameropa Australia Pty Limited (ABN 21 009 504 394) (trading as Impact Fertilisers and Brown's Fertilisers) (**Ameropa Australia, our and/or we**) is committed to corporate social responsibility. In support of this commitment, we have a set of ethical standards to guide us in our business dealings which are outlined in this Supplier Code of Conduct (**Code**).

In turn, we expect all our suppliers to share the same ethical standards and to read, understand and ensure they meet these standards. To this end, Ameropa Australia has prepared this Code, setting out minimum standards that we expect of our suppliers.

Application of Supplier Code of Conduct

This Code (as amended from time to time) will apply to any existing and future contractual relationship with Ameropa Australia and/or our related parties. This includes suppliers and their subsidiaries and affiliates, as well as any subcontractors (each a **Supplier**).

This Code is legally binding and aims to protect any person, regardless of nationality or country of origin, who is employed to work for or on behalf of the Supplier (**Worker**).

Human Rights Laws and Ethical Standards

Ameropa Australia believes all Workers deserve a fair and ethical workplace. Ameropa Australia and its Suppliers must ensure that no form of modern slavery exists in their operations or supply chain, including but not limited to, forced labour or debt bondage. Ameropa Australia supports the obligations placed upon entities in the *Modern Slavery Act 2018* (Cth) (**Act**) and expects all Suppliers to be compliant with the provision of this Act and all other applicable laws.

Ameropa Australia also expects Suppliers to support and adhere to the internally-recognised human rights principles of the United Nation Global Compact, the United Nation Universal Declaration of Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work, the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children (also known as the UN TIP Protocol) and the Convention concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (also known as the ILO Convention (No. 182)).

Regarding its Workers, the Supplier agrees as follows:

Child Labour

It will not employ Workers under the legal age of employment in any country or local jurisdiction. Where there is no definition of the minimum age of employment, the Supplier shall only employ Workers who are at least 15 years of age. Workers under 18 years will only perform work in accordance with legal requirements (such as working hours, wages and conditions) and will be subject to education or training requirements.

Forced Labour

The Supplier must ensure that no form of forced, bonded or involuntary labour is used. All labour must be voluntary and no disciplinary action will be taken against workers who refuse to work overtime. The Supplier will allow Workers to maintain control over identification documents including but not limited to passports and work permits.

Fees

Suppliers are, where legally required, responsible for payment of all Workers' fees and expenses associated with recruitment and ongoing management of working (e.g. licenses and levies). Workers shall not be required to pay for any expense regarding obtaining employment during the hiring process and employment period.

Compensation and Working Hours

The Supplier shall comply with all applicable laws, regulations and mandatory industry standards regarding working hours, overtime, wages, leave and benefits and pay Workers in a timely manner and communicate the basis of their payment.

There will be no deduction made from a Worker's wage that is not allowed by applicable laws and/or regulations. Further to this, a Supplier shall not use wage deductions as a disciplinary measure.

Discipline

The Supplier will clearly define and communicate to its Workers its disciplinary policies and procedures, including but not limited to how Workers should and should not treat each other (e.g. mental and/or physical coercion are strictly prohibited). The Supplier shall ensure that Workers have an effective mechanism to report incidences to that facilitates communication between management and its Workers.

Work Health and Safety

The Supplier will comply with all applicable occupational health and safety laws and regulations and provide a work environment that is safe and conducive to good health, to maintain the health of its Workers and safeguard third parties, as well as prevent accidents, injuries and work-related illness.

The Supplier must identify, evaluate, and manage occupational health and safety hazards and/or incidences. It must conduct regular workplace risk assessments and the implementation of adequate hazard control and precautionary measures. The Supplier must establish and implement appropriate training to educate and train Workers on regulatory requirements, industry standards and health and safety issues.

Freedom of Association and Collective Bargaining

The Supplier must freely allow Workers to join (or refrain from joining), organisations of their choice, including (but not limited to) a union or other similar employee representative bodies. The Supplier recognises and respects the right to collectively bargain in accordance with applicable laws and will not interfere, discriminate, or retaliate against the Worker.

Diversity

The Supplier will promote an inclusive work environment that values the diversity of its Workers. The Supplier will not discriminate or tolerate discrimination with respect to gender, race, religion, age, disability, sexual orientation, national origin or any other characteristic protected under applicable laws. The Supplier is committed to identifying, assessing, and minimising discrimination in the workplace and will take appropriate action when required.

Bribery and Corruption

The Supplier shall not engage in corruption, extortion, or bribery to obtain an unfair or improper advantage. The Supplier agrees to comply with all applicable national and international anti-bribery laws and regulations, as well as applicable anti-corruption laws, regulations, and standards.

Conflicts of Interest

Any actual or potential conflict of interest involving Ameropa Australia or otherwise impacting the Supplier's **ability to perform its obligations independently and at arm's length must immediately be** notified to Ameropa Australia.

Fairness in Competition

The Supplier must comply with all applicable competition or anti-trust laws and regulations in conducting its business activities. Suppliers agree to uphold standards of fair business, advertising, and competition.

Financial Records

The Supplier must maintain financial records in accordance with all applicable accounting practices, legal and regulatory requirements.

Money Laundering

The Supplier must not engage in, either directly or indirectly, fraudulent, corrupt, exploitative, or collusive behaviour or activities and must comply with all applicable laws and regulations designed to combat money laundering activities.

Data Protection

The Supplier must comply with relevant data protection and security laws and regulations when collecting, processing, transmitting, using and storing personal data, including but not limited to the personal data in relation to its customers, consumers, employees and shareholders.

The Supplier agrees to have appropriate measures and safeguards in place relating to the use of confidential information and not disclose any information that is not in the public domain.

Trade and Import Regulation

The Supplier must comply with all applicable trade, import, and export laws and regulations, including sanctions, reporting obligations and embargoes that apply to their business activities.

Environment

The Supplier must comply with all applicable environmental laws, regulations and standards and have in place an effective system to identify and eliminate potential environmental hazards arising due to its business activities.

Ameropa Australia expects its Suppliers to operate in a respectful manner towards the environment. Ameropa Australia supports and encourages operating practices that are sustainable and aims to work with Suppliers who have ethical practices in place.

Business Continuity Planning

The Supplier must plan for potential disruptions of its business by having such things as disaster plans in place to protect its business and Workers as far as possible from the effects of possible disasters that arise within the domain of its operations.

Reporting Concerns

If a Supplier is aware of any failure to comply with this Code, then this should be reported to Ameropa Australia as soon as possible. A failure to report will itself be a breach.

Actual or suspected breaches can be reported by Suppliers (including their Workers) to llegrice@ameropa.com.au.

Ameropa Australia prohibits any type of retaliation against Suppliers (and their Workers) who speak up and report actual or suspected breaches.

Compliance with Supplier Code of Conduct

The Supplier must ensure that it complies with this Supplier Code of Conduct.

The Supplier agrees that Ameropa Australia may verify its compliance with this Code and agrees to comply with all reasonable requests of Ameropa Australia in this regard.

Where Ameropa Australia becomes aware of the Supplier's non-compliance with this Code, it reserves the right to communicate with the Supplier and where it deems necessary to demand the breach to be remedied by the Supplier.

A failure to comply with this Code may entitle Ameropa Australia to terminate its arrangements with the Supplier or take other remedial action.