

Supplier Code of Conduct



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1. Purpose

The JBS Australia Group* (“the Group”) is committed to conducting business ethically, with integrity and in compliance with all applicable laws and regulations, as well as various international standards including OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, the Core Conventions of the International Labor Organization (ILO), the 10 Principles of the United Nations Global Compact and the UN Sustainable Development Goals. The Group expects Suppliers to demonstrate the same commitment to ethical business conduct and integrity by complying with such laws, regulations and international standards. Additionally, all Suppliers must agree to abide by this Supplier Code of Conduct (the “Code”).

2. Scope

This Code applies to any Supplier of the Group. Australian subsidiaries of the Group include but are not limited to Primo Foods, D.R. Johnston, Knox International, JBS Carriers, Andrews Meat Industries, Seven Point Pork and Swift & Company Trade Group.

3. Compliance with Laws

Suppliers must fully comply with all applicable laws and regulations, including Federal, State, local, and trade laws. The Group expects Supplier business conduct to be consistent with the UN Sustainable Development Goals.

This Code must be read in conjunction with such applicable laws and the contractual arrangement with the Supplier. If compliance with the Code would result in a violation of law or regulations, the Supplier must follow the law or regulation. If the Code conflicts with an agreement with a Supplier, the Supplier should seek advice from your contact within the Group before proceeding.

4. Product, Safety and Quality

The Group commits to providing safe and high quality food products to its customers. Suppliers must comply with all of the Group’s and government standards and requirements for food product safety and quality. Suppliers should use best efforts to meet industry best practices and standards with respect to food product safety and quality.

5. Environment

Suppliers must comply with all applicable environmental laws and regulations in the jurisdiction where the Supplier operates. Suppliers should use best efforts to meet industry best practices and standards and responsibly manage the environmental impact of their operations.

6. Animal Welfare

Suppliers must use humane procedures and sound practices designed to prevent the mistreatment of animals and ensure the proper handling and humane slaughter of animals.

7. Anti-Bribery and Anti-Corruption

The Group has zero tolerance for any form of bribery or corruption. Suppliers must comply with all applicable anti-bribery and corruption laws.

Suppliers may not directly or indirectly offer, promise, authorise, recommend or give Anything of Value to anyone if it is intended—or creates the appearance of intent—to induce or reward improper action or to obtain or retain undue advantages/benefits for the Group or the Supplier, either directly or indirectly.

8. Gifts

Giving or receiving gifts to or from any employee of the Group must be in accordance with the Meals, Entertainment and Gifts Policy. Gifts in cash or equivalents are not allowed. Entertainment and meals may be offered to employees for legitimate business purposes, in accordance with the Meals, Entertainment and Gifts Policy. Further information on these policies is available upon request by sending an email to your contact within the Group.

Suppliers must not offer or accept gifts, entertainment or meals on behalf of the Group without prior written authorisation.

9. Conflict of Interest

Suppliers shall disclose to the Group all actual or potential conflicts of interest arising from either personal or business relationships with employees or others that conduct business with the Group.

10. Political Contributions

Suppliers shall not make political contributions or provide gifts to any candidate for public office, elected official, political party or committee on behalf of or as a representative of the Group. Suppliers shall not express any political views on behalf of the Group.

11. Fair Competition

Suppliers must comply with all laws regarding competition, antitrust and fair dealing in the jurisdictions in which the Supplier conducts business with or on behalf of the Group. Suppliers shall avoid any agreements or actions in restraint of competitive trade, such as bid rigging, mark allocation or price fixing.

12. Labour and Human Rights

Suppliers must comply with all labour laws, wage and hour laws and laws relating to non-discrimination in hiring, employment practices, harassment and retaliation, and modern slavery laws. Additionally, the Group expects Suppliers to be in compliance with the United Nations Principles on Business and Human Rights, the 10 Principles of the United Nations Global Compact and the core conventions of the ILO.

Suppliers must only employ workers who meet applicable minimum age and eligibility requirements in the jurisdiction in which they operate. Suppliers shall not use slave, child or forced labour. The Group expects Suppliers to comply with ILO Forced Labor Convention No. 29, ILO Abolition of Forced Labor No. 105, ILO Minimum Age Convention No. 138 and ILO Worst Forms of Child Labor Convention No. 182.

Suppliers must respect the rights of workers to form or join a union or bargain collectively. The Group values diversity and equal opportunity in the workplace and expects Suppliers to adhere to ILO Discrimination (Employment and Occupation) Convention No. 111 and to embrace equal opportunity and diversity in their business practices.

13. Health and Safety

Suppliers must comply with all safety and health laws, rules and regulations in the jurisdiction where the Supplier conducts business. Suppliers must take reasonable measures to prevent workplace hazards. Suppliers must provide a non-violent and safe work environment, free of threats, intimidation or physical harm.

14. Confidentiality, Inside Information and Data

Suppliers may only use confidential information to perform work on behalf of the Group and shall not disclose the information unless required by law. Confidential information may only be shared with others within the Supplier on a need-to-know basis.

Suppliers may gain access to material, non-public information acquired through the Supplier's relationship with the Group ("Inside Information"). Suppliers are prohibited from buying or selling securities of the Group or its affiliates while in possession of Inside Information or communicating to others Inside Information.

Suppliers must follow all laws and regulations regarding the privacy of individuals, including employees and customers. Personal information should not be disclosed to anyone outside of the Group except as required by legal or regulatory process and as permitted by any applicable agreement.

Suppliers shall not communicate publically about the Group's business or the goods or services without specific authorisation.

15. Protecting Property

Suppliers must safeguard and protect the Group's Property from theft, waste, cyber-attack or other threat of loss. Property may only be used for legitimate business.

To the extent a Supplier has access to a the Group's email system or other form of electronic communication system, anything generated, received by or stored in one of these systems is property of the Group and Suppliers should not expect privacy. Additionally, all Suppliers with any type of electronic access must comply with the Group's applicable information technology policies, including Information Security, Email Usage, Network Access and Internet Usage. Further information on these policies is available upon request by sending an email to your contact within the Group.

16. Books and Records

Suppliers shall maintain accurate books and records relating to the business activities conducted for or on behalf of the Group.

17. Reporting Requirement

Suppliers must notify the Group, as permitted by law, regarding:

- a. The receipt of any subpoena, regulatory request, media inquiry or other Supplier request concerning the Group and
- b. Concerns, allegations, investigations or suspected violations of any law or regulation that relate to the Group's business, or a violation of this Code, online or over the phone through any of the following methods:

Australia Phone:	1800-270-824
New Zealand Phone:	0508-868-976
Online:	JBSAustralia.ethicspoint.com

Nothing in this section or the Code is intended to require reporting in violation of applicable law or regulation.

The Group strictly prohibits retaliation against anyone who makes an honest and good faith report about a known or suspected violation of the Code, law or regulation.

18. Definitions

"Anything of Value" includes cash and kickbacks (e.g., rebating a portion of a contract payment to Suppliers or using consulting agreements to funnel payments to Suppliers), gifts, educational assistance, travel and entertainment expenses, medical care, business opportunities, favourable contracts, options, economic rights or any other mechanism that could be used to transfer value.

"Supplier" means any Supplier of the Group including consultants, agents, lobbyists, law firms, accountants, advisors, resellers, distributors, brokers, marketing agencies, intermediaries, finders, referral partners, contractors, and any other third-party representatives that are engaged by the Group.

"Government Official" includes the following:

1. officers or employees of a government or any department, agency or instrumentality thereof or of a public international organisation, or any person acting in an official capacity for or on behalf of such person;
2. officers, employees or persons acting in an official capacity on behalf of a political party;
3. candidates for political office;
4. officers or employees of a state-owned or state-controlled company;
5. uncompensated honorary officials who have influence in the award of business;
6. any entity acting as an agent for a government agency;

7. officials, whether elected, appointed or under a contract, permanent or temporary, who hold a legislative, administrative or judicial position of any kind in a country or territory;
8. people who perform public functions in any branch of the national, state or local governments of a country or territory or who exercise a public function for any public agency or public enterprise of such country or territory; and
9. spouses and other immediate family members of any of the persons listed above.

"Property" means all of the Group's assets, including JBS funds, credit cards, equipment, electronic devices and information technology systems.

**Being Baybrick Pty Ltd and its subsidiaries excluding listed entities.*

<i>Policy #</i>	<i>Version 1</i>	<i>Policy Owner</i>	<i>Approver</i>	<i>Date Issued</i>
<i>LEG_POL_004</i>	<i>Policy written and issued</i>	<i>Company Secretary</i>	<i>Board of Directors</i>	<i>29 July 2020</i>