



# **SUPPLIERS ETHICAL CONDUCT CODE**

Field Producers, Contractors,  
Packings, Direct Exporters

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## I. OBJECTIVE

To establish the standards of ethical behavior and business conduct that objectively and transparently regulate each one of the different commercial activities involving all our suppliers. In this sense, the code establishes the minimum requirements of conduct that we expect to transmit and work together with our supply chain, so that they comply with them. Our approach is not only to monitor compliance, but also to collaborate with our suppliers to better understand the challenges, promote improvements and empower them to implement these practices throughout their operations. The minimum standards that are included in this code will be contractually binding and we expect our suppliers to verify their compliance on an ongoing basis, not only within their organization, but also with their respective supply chain.

Hortifrut reserves the right to terminate any contract or commercial agreement with any Supplier that does not comply with this Code.

## II. CHAPTER I: GENERAL GUIDELINES

This chapter covers the ethical and conduct guidelines applicable to all Hortifrut's third party business partners.:

- a) Suppliers, who provide services and/or sell goods to HF.
- b) Field producers.
- c) Direct exporters
- d) Packing Service (fruit cooling and/or packing service).
- e) Contracting companies.

**Whenever the term supplier(s) is mentioned throughout the document, it refers to the actors mentioned above.**

The code is applicable to suppliers of all Hortifrut S.A. companies, hereinafter Hortifrut, including subsidiaries and associates under operational control.

### A. MINIMUM STANDARDS IN TERMS OF HUMAN RIGHTS

Hortifrut rejects any non-compliance with labor legislation and, to this effect, demands from its suppliers, the same compliance with its collaborators, whose observance is considered essential for the maintenance of the commercial and trust relationship established between the Parties.

In accordance with the above, and based on international standards such as the "United Nations Universal Declaration of Human Rights", the "United Nations 'Principles on Business and Human Rights'" and the 'Declaration on Fundamental Principles and Rights at Work of the International Labour Organization', as well as the international ethical standards of Hortifrut's customers, the supplier assumes the following obligations:

#### **a. Strictly comply with labor regulations and collective bargaining agreements:**

Which are applicable to them at any given time. If there is a difference between local laws and international laws, the provision that provides the greatest possible protection should preferably be applied.

**b. To ensure the free choice of employment of its collaborators:**

**b.1.** No collaborator shall be forced or coerced to work and there shall be no involuntary or forced labor or prison labor. The supplier, in its role as employer, commits to develop preventive and corrective actions to ensure that its facilities and those of its suppliers are free of Modern Slavery (forced labor, child labor, human trafficking).

**b.2.** All collaborators shall always have freedom of movement during the hiring process and in the workplace and shall be free to leave their employment with reasonable notice.

**b.3.** No collaborator should pay for a job, as the cost of recruitment should not be borne by the collaborator - all fees and all costs related to the process of recruiting workers should be covered by the entity that ultimately has an employment agreement with the workers and not by the workers. Acceptance of any form of bribery of the collaborators to secure employment should be prohibited.

**b.4.** In the event that there are costs reasonably attributable to the workers, the supplier in its role as employer (or its designated recruitment agents where applicable) should provide applicants with a breakdown of all recruitment-related costs at the recruitment stage and prior to signing the agreement, explaining which of these will be covered by the employer and which by the collaborator.

**b.5.** On recruitment costs to be paid by the employer: The ILO (International Labor Organization) definition of recruitment fees and costs to be paid by the employer or recruitment rates are recruitment, referral and placement service which may involve advertising, dissemination of information, arranging interviews, submission of documents for government clearances, confirmation of credentials and job placement. In accordance with the employer pays principle, these costs must be borne by the employer. Coverage of recruitment costs includes costs for medical checks, insurance costs, skills and qualifications, training and orientation, equipment costs, administrative costs. Passport and transportation costs are also borne by the employer if they are directly related to your company's recruitment process..

**b.6.** Collaborators will not be required to leave in the custody of the employer "deposits" or their identity documentation in any form (including personal identification, credit cards, driver's license, etc.) - all collaborators, including those hired through or by third parties, in jurisdictions where labor outsourcing is not prohibited, must always have their identification and migration documents available.

**b.7.** Each of our suppliers must take all reasonable measures to prevent stowaways or "illegal entrants" in vehicles or containers destined for Hortifrut's premises or facilities, in accordance with applicable laws and regulations. A stowaway or "illegal entrant" is someone who hides in or on a vehicle to avoid going through border control. According to Hortifrut's Corporate Transportation policy, each supplier and transportation company must have a system in place to verify the security of vehicles or containers destined for Hortifrut. When transportation is contracted to a third-party carrier, the supplier must confirm that they have communicated our vehicle and container security requirements to them and have received confirmation that they comply with these requirements.

**c. Respect freedom of association and the right to collective bargaining:**

- c.1.** The collaborators of the supplier, without distinction whatsoever, shall have the right to join or form trade unions of their choice, as well as to bargain collectively.
- c.2.** The supplier in its role as employer shall adopt a tolerant attitude towards the activities of trade unions as well as their organizational activities..
- c.3.** The collaborators' representatives shall not be discriminated against and shall be able to carry out their representative functions in the workplace.
- c.4.** In those cases where the law restricts the right to freedom of association and collective bargaining, the employer shall facilitate and not hinder the development of parallel means to associate and negotiate freely and independently..

**d. Provide safe and hygienic working conditions:**

- d.1.** A safe and hygienic working environment shall be provided, considering the prevailing knowledge of the industry and any specific hazards. Necessary measures shall be taken to prevent accidents and injury to health arising from work, associated with what occurs in the course of work, by reducing, as far as is reasonably practicable, the causes of hazards inherent in the working environment.
- d.2.** Collaborators shall receive regular health and safety training, which shall be repeated for new or reassigned collaborators.
- d.3.** Access to clean toilets and drinking water and, if necessary, sanitary facilities for food storage shall be provided.
- d.4.** Accommodation, where provided, shall be clean and safe and meet the basic needs of the collaborators.
- d.5.** The supplier shall assign responsibility for health and safety to a representative of the company's management.

**e. The supplier shall not employ child labor:**

- e.1.** Child labor shall not be hired. Hortifrut defines a minor as a person under 15 years of age, without prejudice to other limits established in local legislation.
- e.2.** In the event that child labor is discovered in the operations, the supplier shall contribute to policies that support the necessary transition period so that any child in child labor can attend school and receive continuous quality education until he/she is no longer a child.
- e.3.** Children and young people under 18 years of age shall not be employed for night work or in hazardous conditions.

**f. The supplier shall pay a living wage to its collaborators.**

- f.1.** Wages and benefits paid for a standard working week shall at least comply with local legal or industry benchmark standards, whichever set the highest wages and benefits.
- f.2.** All collaborators shall be provided with written and understandable information on their working conditions in relation to wages prior to accepting employment and on the details of their wages during the pay period in question, each time they receive their wages..
- f.3.** Deductions from wages as a disciplinary measure shall not be permitted, nor shall any deductions not provided for by national law be made without the express written consent of the collaborator concerned. All disciplinary measures shall be recorded..
- f.4.** The supplier shall scrupulously comply with labor regulations relating to social security contributions, with the objective of avoiding prejudice to the rights and interests of the collaborators and the tax authorities.

**g. Working hours shall not be excessive.**

- g.1.** Working hours shall comply with local legislation and collective bargaining agreements.
- g.2.** Working hours, excluding overtime, shall be contractually defined.
- g.3.** Overtime shall be voluntary and performed in a responsible manner, considering the following aspects: the scope, frequency and hours worked by each collaborator individually and the workforce. They shall not take the place of regular employment.
- g.4.** The total number of hours worked in a weekly period shall not exceed the maximum legally permitted.
- g.5.** The collaborators shall have the days off established by current regulations.

**h. There shall be no discrimination.**

- h.1.** There shall be no discrimination in hiring, compensation, training, promotion, dismissal, or retirement on the grounds of race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation or union or political affiliation.
- h.2.** The supplier is obliged to respect equality of treatment and opportunities in the workplace and, to this end, must adopt the measures required by local regulations in relation to avoiding any type of labor discrimination between women and men, as well as promote working conditions that avoid sexual harassment and harassment based on sex and establish specific procedures for its prevention and to channel the whistleblowers or complaints that may be made by those who have been subjected to the same.

## **i. Inhumane or harsh treatment shall not be permitted.**

**i.1.** The supplier, in its role as an employer, shall prohibit physical abuse or punishment, the threat of physical abuse or sexual or other harassment, as well as verbal abuse or other forms of intimidation.

The supplier shall ensure that the conditions listed in the above points apply to all its collaborators regardless of race, gender, religious beliefs or legal status, type, or duration of the agreement, including migrant and agency workers.

Hortifrut encourages all its suppliers to maximize the creation of full and permanent employment opportunities.

## **B. ACTING WITH INTEGRITY**

Hortifrut does not tolerate practices that may be considered irregular in the development of its relationships with customers, suppliers, partners, competitors and other third parties or stakeholders. Consequently, the supplier will pay special attention to the prevention of conduct that could be related to money laundering and terrorist financing, expressly undertaking to establish and implement due diligence, information and internal control measures aimed at avoiding this type of action, as well as to provide maximum collaboration to the competent authorities in relation to them.

The supplier shall be obliged to provide Hortifrut, or any third party designated by him, the information and/or documentation necessary to confirm compliance with the commitments made in this document. The supplier shall also authorize as many audits as necessary to be carried out according to the criteria of Hortifrut or its end customers, as well as the immediate implementation of any action in this area that may be required by Hortifrut or its end customers to comply with the required social and environmental obligations, such as SMETA, GRASP, SPRING or LEAF. The cost of such audits, if substantial deficiencies or non-compliances are found, shall be borne by the Supplier.

Supplier shall comply with all applicable laws, policies, and regulations in the country where it operates. In this area, the Supplier undertakes to maintain a legal and ethical behavior and not to incur or develop, through any of its directors, managers, representatives, collaborators, agents or dependents in general, any type of activity or conduct that could affect compliance with such standards.

Hortifrut does not accept in any case, and expressly forbids its Suppliers, to participate directly or indirectly in any conduct that may constitute crimes established in the laws that establish the criminal liability of legal persons in each legislation or similar applicable laws, nor to receive or deliver any kind of undue payment that may be used in the commission of these, even when the result of the crime would be beneficial to the Company. In this sense, the Supplier declares that it has not been convicted for any of the crimes provided in the referred laws and that its legal representatives have not been summoned to testify for the mentioned crimes, committing to maintain such compliance during the entire term of the commercial relationship with Hortifrut, and also committing not to incur or develop through any of its owners, directors, administrators, representatives, agents or dependents in general, any type of activity or conduct that could affect the compliance of such norms.

On inappropriate benefits: Supplier shall not offer directly or through any third party, any agreement of a personal nature or qualified as inappropriate, seeking to obtain or maintain any business agreement or any other type of commercial advantage obtained by a third party. Likewise, Supplier shall not accept any type of commercial advantage for preferential treatment from any third party.

Supplier shall avoid transactions, situations, or personal involvement in which its particular interest effectively conflicts, or has the appearance of conflicting, with the interests of Hortifrut or those of its business counterparts. The Supplier is also expected to always act in accordance with applicable laws and regulations and Hortifrut's policies, procedures, regulations, and directions. Protection of Hortifrut's property, rights, interests, credit, reputation, liabilities and confidential or proprietary information must be ensured. The supplier shall adequately disclose any activity or decision involving an actual or potential conflict of interest to Hortifrut. It is essential that any actual or potential conflict of interest is reported immediately to seek an appropriate solution to the situation.

Hortifrut's gift policy: Hortifrut's collaborators are prohibited from accepting gifts and invitations of more than USD 200. In this regard, the supplier is requested to refrain from giving any type of gift or invitation to any collaborator or representative of Hortifrut and to refrain from giving any gift or invitation of more than USD 200.

## **C. SUPPLIER EVALUATION AND COMPLIANCE**

To be a Hortifrut supplier, the company and its main partners are required to show consistently impeccable ethical and legal behavior. Hortifrut reserves the right to check these standards through audits or internal procedures, to identify potential situations that could expose companies to legal and/or reputational risks.

If Hortifrut detects any non-compliance with this Code of Ethical Conduct, Hortifrut reserves the right to verify and take the applicable actions, depending on the seriousness of the non-compliance.

In case of non-compliance with this code of conduct, which can be corrected, a maximum period of 2 to 6 months will be established for suppliers to make the corresponding changes, otherwise the commercial relationship will be terminated, depending on the seriousness of the non-compliance.

Hortifrut also reserves the right to terminate any contract or commercial agreement with any Supplier that does not comply with this Code.

In addition, internal evaluations will be conducted to identify the socio-environmental performance of our suppliers, which will be applied every two years.

## **D. RESPECT FOR THE ENVIRONMENT**

Hortifrut expects its suppliers to comply with all relevant laws and regulations regarding the protection and preservation of the environment and to ensure that they have all necessary and relevant permits to carry out their activities, including permits for the use of water sources.

It is recommended that they complete an environmental impact assessment of their operations and implement measures to identify potential areas for improvement and efficiency savings.

To achieve this purpose, the supplier should:

- Minimize waste generated by its operations and maximize opportunities for recycling and reuse.
- Ensure that energy use is as efficient as possible and preferably use renewable energy sources.
- Implement measures for the reasonable use of water.
- Handle hazardous substances as required by local laws.
- Where appropriate, suppliers should actively work with Hortifrut to identify product packaging that is recyclable in their country of destination.
- Suppliers shall comply with applicable packaging and packaging waste regulations, arranging for certification where required by local law.
- Field Producers must make responsible use of pesticides in accordance with integrated pest management and legislation applicable to the crop/species both at origin and destination.

Hortifrut S.A.'s Environmental Policy, which establishes the strategic commitments and responsibilities of Hortifrut and its collaborators in this matter, can be consulted at the following link

<https://investor.hortifrut.com/investor-relations/>

search Corporate Governance/ Policies and Procedures.

This policy also includes Hortifrut's expectations for its supply chain.

## **E. WHISTLEBLOWER CHANNEL**

To comply with the principles of ethics and crime prevention at international level, Hortifrut has implemented a Crime Prevention Model, through which it promotes the prevention of the commission of crimes sanctioned in the different countries where it operates and any significant deficiency or weakness regarding the design and operation of internal controls or any transgression to the ethical standards and values of the Company. This model is available to the public on Hortifrut's website.

The Supplier has the obligation to whistleblower to Hortifrut's Crime Prevention Officer any fact that may constitute a breach of the Company's Crime Prevention Model, its Code of Ethical Conduct or a crime under the applicable laws in each country, through the whistleblower channel indicated below:

<http://denuncias.hortifrut.com>

This technological platform, in direct and permanent line (24/7) will receive your anonymous or identified whistleblower, assuring your absolute confidentiality and privacy.

## **F. THIRD PARTY COMMUNICATION CHANNELS WITH YOUR COLLABORATORS**

Hortifrut has internal procedures to address complaints, suggestions, and whistleblowers from the company's collaborators, in order to promote dignified treatment in an environment of respect and fairness. In addition, we seek to raise awareness among our personnel of the importance of addressing and preventing irregular conduct in the treatment of collaborators. Attitudes of responsibility, dedication to service, dignified treatment, and fairness are permanently promoted among all company personnel, so that all collaborators can fully exercise their rights.

In this sense, Hortifrut's suppliers should strive to implement similar procedures to establish an effective communication channel with their collaborators, thus promoting continuous improvement in their organizations.

## **G. SUPPLIER SELECTION CRITERIA**

Our suppliers will be selected according to criteria established by the company (price, quality, conditions, payment terms, etc.). However, all things being equal, preference will be given to those suppliers that have practices that go beyond regulatory requirements and generate a positive social and/or environmental impact on our society.

Certifications obtained from independent entities that demonstrate excellence in social and/or environmental issues will be considered in the selection process. Examples of these certifications include, but are not limited to, B Certification, Organic Certification, Giro Limpio, FSC or PEFC, Great Place to Work, Rainforest Alliance, ISO 45.001, ISO 14.001, ISO 9.001, ISO 37.001, BASC, BRC and HACCP standards, SMETA, LEAF, Global GAP, among others.

Practices that demonstrate high ethical standards will be positively valued. These include the implementation of an Ethics Code, anti-corruption measures, whistleblower channels, ethics committees, and similar.

Suppliers belonging to underrepresented groups, i.e., those who historically have not had equal access to economic opportunities due to systematic discrimination or other social barriers, will be positively evaluated. To determine whether a person belongs to a previously excluded group, criteria such as gender, ethnicity, sexual orientation, age, disability status, immigration background, education level and income level will be considered, while maintaining respect for the right to privacy.

Hortifrut will promote local economic development with the aim of reducing the carbon footprint and environmental impact of its procurement processes. Therefore, given equal economic conditions, quality, payment terms and level of service, preference will be given to local suppliers for the purchase of products, services, supplies, and materials in all the company's facilities, excluding those supplies or materials purchased centrally.

Hortifrut, at its sole discretion, reserves the right to accept or reject any offer or proposal in the event of any non-compliance in the Bidding process or any procurement process, as well as to modify its terms or discard one or more bidders; all this at any time during the Bidding and for any reason, without the need for an expression of cause.

### III. RECEIPT OF THE HORTIFRUT CORPORATE SUPPLIER ETHICAL CONDUCT CODE

I hereby confirm that I have received a copy of the Hortifrut Corporate Supplier Ethical Conduct Code, which establishes the corporate criteria of conduct for all suppliers that establish commercial relations with Hortifrut.

I commit myself to:

- To carefully review and understand the contents of the document.
- Comply and ensure compliance with all its provisions in the development of my activities in relation to Hortifrut.
- Report any inconsistency or conduct that goes against the provisions of this Code.

I also declare that Hortifrut has provided me with the necessary information about the relevance and implications of the rules in this Code, as well as the consequences derived from their possible non-compliance.

**Name:** \_\_\_\_\_

**ID:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## IV. CHAPTER II: THIRD-PARTY FIELD PRODUCERS, THIRD-PARTY PACKING HOUSES AND DIRECT EXPORTERS

This chapter covers specific ethical and behavioral guidelines applicable to Field Producers, Packers and Exporters.

### A: ADDITIONAL CONSIDERATIONS OF MINIMUM HUMAN RIGHTS STANDARDS:

When choosing **temporary collaborators**, Hortifrut encourages its suppliers to:

- Hiring seasonal or temporary collaborators in the **proximity of its fields or packing facilities** to maximize economic benefits for local communities whenever possible.
- Hire **seasonal or temporary workers directly, minimizing third-party intervention to ensure that the employment and contracting conditions under which such collaborators are recruited and hired respect the expectations outlined above.**

Hortifrut expects its suppliers to ensure that all parties involved in the process of recruiting, transporting, and hiring these collaborators respect all the expectations mentioned in the previous points. Due to the vulnerability of these collaborators, special attention will be paid to:

- Ensure that these collaborators have a clear understanding of the work arrangements, role, performance requirements, skills, terms, conditions, pay and benefits before accepting employment.
- Provide these collaborators with written agreements in a language they understand.
- Ensure that these collaborators have a clear understanding of their rights in the country in which they are working, including rights to medical assistance in the event of accidents and health problems and legal assistance.

- Plan to ensure that the health and safety of migrant collaborators are protected during employment, recruitment, transportation, and accommodation managed by the company and/or third parties.
- Inform these collaborators about access to available public services to help them address issues such as health, legal status, and access to integration services (e.g. language, social services, etc.).

Where the use of intermediaries and subcontractors cannot be avoided, in jurisdictions where labor outsourcing is not prohibited, such as Ecuador, the Grupo Hortifrut expects its suppliers to implement additional due diligence controls and provisions to ensure that intermediaries and subcontractors understand and apply the expectations in terms of working conditions highlighted in points 1-9 of this document.

Specifically, suppliers should:

- Work with intermediaries and subcontractors that are legally registered or licensed in accordance with local regulations.
- Have policies and systems in place to ensure that no bribes are accepted from intermediaries or subcontractors to secure procurement or service agreements.
- Enter into a written agreement with intermediaries and subcontractors outlining the type and term of service, the agreed service rates, and a clear requirement that such intermediaries and subcontractors respect the expectations highlighted in this agreement in the above points.
- Exercise the necessary documentary checks and follow-up activities to ensure that intermediaries and subcontractors meet the expectations outlined in the above points and in the accommodations section of this document where applicable. It is recommended that follow-up activities to ensure that intermediaries and contractors meet expectations should include interviewing the collaborators and reviewing the following documents: List of collaborators hired with their ID, country of origin, signed labor agreements, payment of statutory social security in the country, and proof that the collaborators have been paid.

## **B. MINIMUM STANDARDS FOR COLLABORATOR ACCOMMODATIONS**

For those suppliers that provide accommodation to their collaborators, they shall comply with the conditions outlined below. The conditions described in this section are additional to the applicable local legislation, if the local legislation establishes higher requirements, these requirements shall be respected.

### **B.1. General habitability conditions**

**Any type of housing, including prefabricated housing**, may be used for housing collaborators, **if it provides safe and comfortable accommodation**. Tents and buildings located in basements or crawl spaces, unless they are at least 1 meter above ground level, may not be used for housing.

Housing shall be free of charge and gas, or electricity consumption charges may be made to the collaborators, when permitted by local legislation.

The housing must **be far from places where there are substances and products harmful** to health and smelly deposits.

If the distance to the nearest urban center is more than one kilometer, the employer shall provide a means of transport at least once a week so that users can travel to do their procurement.

The accommodations must have **direct light and sufficient ventilation**.

At the beginning of the campaign, the employer should carry out a **review (including plumbing and electrical installation, household appliances and furniture)** of the housing, including an inventory of the household goods and other utensils made available to the collaborators.

When there is a change of residents, beforehand, the company will renew the deteriorated elements and clean the housing, leaving it in suitable conditions to be inhabited.

The collaborator is responsible for the maintenance of the accommodation (tidiness, cleanliness, maintenance of the equipment, etc.) during the period of the agreement. It is advisable to have a valued inventory of the accommodation's belongings signed by both parties. The collaborator who does not comply with the rules and responsibilities may be sanctioned according to the disciplinary regime in force.

## **B.2. Specific habitability conditions**

**Drinking water and sanitation.** In general, drinking water will come from the general water supply network. The water installations must ensure a permanent distribution with sufficient pressure and flow. The hot water accumulators will have the necessary capacity to supply hot water for all the occupants of the accommodation.

When the water is not suitable for human consumption, it must be marked with signs indicating **non potable water**. The drains of the water areas shall have a siphon device and, if there is a public sewage system in their surroundings, they must be connected. Under no circumstances shall they be allowed to reach the outside environment unless they have been previously purified. Must comply with municipal regulations.

**Garbage service.** Frequent collection (at least weekly) must be ensured to allow for adequate sanitation conditions. They must be at least 10 meters away from the houses.

**Electrical installation.** They must have a continuous and safe supply of electricity. In the case of gas (butane-propane), the installation must be checked by authorized gas installers at least every 5 years.

**First Aid Kit.** A first aid kit should be available with the materials established in current legislation.

A sign, preferably placed next to the first aid kit, will provide information on emergency telephone numbers, specifying the exact address of the nearest center.

**Fire prevention and emergencies.** The requirements established in current fire protection regulations must be complied with. In any case, the accommodation must be equipped with fire extinguishers. The number of fire extinguishers available must ensure that the maximum distance from any evacuation source to a fire extinguisher is 15 m.

The accommodation must have an emergency plan known to all collaborators, signposted and displayed for consultation.

In any case, compliance with regulations and the signage required by law regarding health and safety at work shall be guaranteed.

## **C. SPACE STRUCTURE AND EQUIPMENT CONDITIONS**

### **C.1. Common areas**

They are made up of the shared rooms. These areas may include the dining room, living room, activity or occupational room, laundry room or any other space for complementary activities. If the housing occupies several floors, these areas should preferably be located on the first floor or in easily accessible places.

● **Dining room.** The minimum surface area must be 12m<sup>2</sup> and 15m<sup>2</sup> if the dining room incorporates the kitchen..

These areas will be increased by an additional 2m<sup>2</sup> for each person exceeding 6. However, in the case of common dining rooms when the use of the dining room is done in shifts, the total surface area will be determined according to the number of diners and not residents, with the objective of avoiding crowds during its use.

It will have the necessary furniture of tables and chairs, according to the number of people accommodated or diners.

It will have the necessary utensils (flat plates, soup bowls, glasses, cutlery, etc.) in sufficient number, as well as the rest of the necessary service utensils (dishes, pitchers, cruets, saltshakers, etc.).

● **Kitchen.** The minimum surface area should be 5 m<sup>2</sup>. It must allow, at least, the following elements adjusted to the number of people using it: for 8 people it is recommended 1 sink, 1 stove with 4 burners, worktop and large refrigerator with freezer that guarantees the preservation of food. These spaces must meet the minimum health and safety conditions. Appliances will have the CE marking and the gas equipment used in the installations must comply with the requirements established in the current regulations.

● **Laundry room.** In accommodations that have a common laundry room, it must have a minimum size that can accommodate a washing machine for every 12 users, or/and a space for hand washing and space for drying clothes. .

● **Bathroom.** They shall be equipped with at least one washbasin, toilet, bathtub with shower or shower tray, light point, and electrical outlet. The showers will be installed with drainer and the necessary slope to avoid water stagnation; the non-slip pavement and must be compartmentalized. Privacy will be guaranteed with curtains or screens.

Preferably, bathrooms should not communicate directly with living rooms, dining rooms or kitchens, and communications between rooms and bathrooms should be through the interior of the establishment. They shall have hot and cold water with no time restrictions.

If there are collaborators of different sexes, the toilets (considering 1 every 10 people) and showers should be segregated, unless they are for private use (only for one dwelling), where only the privacy of the user needs to be ensured.

Since this is a point of controversy and a source of dirt, the users of the dwellings are obliged to use them responsibly and to maintain optimum conditions of cleanliness. On the other hand, the employer will carry out a maintenance of those facilities or tools that deteriorate due to their ordinary use.

## **C.2. Private areas**

Those for the exclusive use of a group of residents (bedrooms and bathrooms). The windows of the rooms must have any element that ensures privacy. Bathroom requirements have been detailed in section 3.A.

● **Bedrooms.** It is recommended that they have a maximum capacity for 8 people. In any case, the minimum surface area per double-decker bed or bunk bed is 4m<sup>2</sup> or as established by current legislation.

All centers must have a bed, pillow, sheets, and blankets sufficient for each person accommodated.

Bunk beds shall not exceed two levels in height. Single beds shall have a minimum size of 0.90 x 1.80 m (6.5 x 6.5 ft). Double beds may be available for couples who voluntarily wish to occupy them. These will have a minimum size of 1.35 x 1.80 m (4 ft. x 6 ft.).

It is recommended that each bedroom be provided with bedside tables or tables and chairs, as well as a closet or locker of adequate dimensions for the number of persons.

Each bedroom will have at least one electrical outlet.

Whenever a new resident enters, bed linens shall be washed.

The bedrooms shall be located independently and shall not be a forced passage to other rooms that are not for personal use.

### C.3. Social conditions

- **Right of use:** The use of the dwelling is exclusively for the person contracted by the provider, who may limit access to any person outside the same. The free entry and exit of users shall be guaranteed, either by providing them with the necessary keys to access their home, or by guaranteeing the presence of a security guard 24 hours a day to facilitate access to and from the public road, or by other equally effective means.
- **Coexistence framework:** There will be internal rules in the language of the users and posted in visible places, which include their **rights and obligations**, entry and exit times, visiting hours, use of the facilities, operation of equipment and equipment.
- **Communication:** The accommodation must provide wifi coverage or any other means of free telephone communication in case the accommodations are in an area with no telephone coverage.

The main telephone numbers for emergencies (health center, civil guard, police, etc.) and addresses and telephone numbers of the main services offered by the destination town (town hall, cab, bus station, supermarket, post office, associations, etc.) will be provided.
- **Training and information:** The rights and duties of use of the housing will be communicated and explained in a OOR (Organization and Operation Regulations) or equivalent, which will be explained and upon entry. Companies will provide general information on access to the bank and social services together with the union liaison/representative of the collaborators. Training on the specific risks associated with the job, as well as the tasks to be performed on the job, will be mandatory. Training on rights and obligations, schedules, etc.

- **Maintenance and care:** The maintenance of the common and private accommodation (cleaning, tidiness, conservation of tools, etc.) during the period of the employment agreement will be the responsibility of the collaborator. It is required a good use and conservation of the state of the facilities that have been enabled for the rotation of the collaborators of campaigns.
- **Social assistance:** it is recommended that sociocultural activities be promoted or access to such activities be made possible, whether they are specific to the collaborator's culture or those of a regional or national nature.
- **Registration and access to personal data:** A register of users will be kept with their personal data, date of entry, employer and agreement number or social security registration reference and the date of cancellation. This record will be treated as required by local regulations. The user will consent to the processing of this personal data, in accordance with current legislation, including image rights, if photographs are taken during the duration of the user's stay.
- **Presence of a mediator:** For those locations with at least 50 collaborators, there should be a figure of communication of the collaborators, ideally of the same nationality and who has been chosen by the collaborators themselves. It is recommended that this person has some free time per week for the development of these functions. His/her task will be to channel all communications from the rest of the collaborators regarding improvements, suggestions and resolution of conflicts related to coexistence or the work itself. This figure must be known by all.

## V. RECEIPT OF CHAPTER II, ETHICAL CONDUCT CODE FOR FIELD GROWERS, PACKERS AND DIRECT EXPORTERS

I hereby confirm that I have received a copy of Chapter II of the **Ethical Conduct Code for Suppliers, aimed at Third Party Field Producers, Third Party Packers, and Direct Exporters**, which sets out additional considerations.

I undertake to:

- To carefully review and understand the contents of the document
- Comply and ensure compliance with all its provisions in the development of my activities in relation to Hortifrut.
- To report any inconsistency or conduct that goes against the provisions of this Code.

I also declare that Hortifrut has provided me with the necessary information on the relevance and implications of the standards in this Code of Conduct, as well as the consequences of possible non-compliance and the confidential nature of the information that I may provide to Hortifrut regarding these matters, in which case, the company may only use it for the sole and exclusive purpose of confirming compliance with the commitments made in this document and adopt measures necessary for its implementation. This obligation of confidentiality, on the part of Hortifrut, will be maintained without prejudice if there is a request for information from the administrative or judicial authority, or if 2 years have elapsed since the last inspection/audit.

**Name:** \_\_\_\_\_

**ID:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



