



LDC.
Louis Dreyfus Company

Global Code of Conduct for Coffee Suppliers

Version 4: October 1, 2025

Sourcing responsibly grown coffee is at the core of the Louis Dreyfus Company (LDC) coffee sustainability mission. We believe that we have a role to play in setting an example through our sustainability efforts.

This 4th version of our Global Code of Conduct for Coffee Suppliers, updated in 2025, is complementary to and aligned with LDC's [Human and Labor Rights Policy](#) and LDC's [Supplier Code of Conduct](#). It underpins our commitment to high ethical international standards, such as the Core Conventions of the International Labour Organization, the OECD Guidelines for Multinational Enterprises, the 10 Principles of the United Nations Global Compact and the United Nations Guiding Principles on Business and Human Rights, as well as sector-specific standards such as the Global Coffee Platform Coffee Sustainability Reference Code. The provisions of this Code of Conduct are also intended to support compliance with new regulatory requirements such as the EU Deforestation Regulation (EUDR) and the Corporate Sustainability Due Diligence Directive (CS3D).

This Code of Conduct sets out to serve as a common base for our coffee suppliers and is intended to provide them with an understanding of our expectations for responsible practices. Through this Code of Conduct, we commit together with our suppliers to a continuous improvement process, to combine efforts toward establishing a more sustainable coffee value chain, and to support our suppliers along the way.

All LDC coffee suppliers are expected to commit to the principles and behaviors set forth in this Code of Conduct and to implement them in a transparent manner. Compliance with the applicable national laws and regulations within the geographies in which they operate is a precondition encompassed in this Code of Conduct.

This Code of Conduct applies to all organizations, cooperatives, companies, farms or other entities supplying coffee directly or indirectly to LDC, hereinafter referred to as Supplier(s). LDC acknowledges that its supplier base is diverse and that the way in which compliance with specific provisions of the Code is ensured may need to be slightly adapted to reflect Suppliers' specific origin and applicable laws, size, structure and capacity.

We expect our Suppliers to communicate the provisions of this Code of Conduct to their employees, parent, affiliates and subsidiary entities, as well as to their subcontractors. We also entrust our Suppliers to cascade this Code of Conduct's principles within their supply chain and to promote them in their daily professional conduct.

Where a Supplier breaches the provisions of this Code of Conduct, LDC expects that the Supplier will take necessary action to remedy such breach, in consultation with LDC.

Reading and acknowledging this Code of Conduct is an imperative step for all our Suppliers and a pre-condition for all the suppliers being part of LDC's Responsible Sourcing Program.

This version of the Code of Conduct has been issued on **October 1, 2025**.

1. Human and Labor Rights

The Supplier shall ensure fair working conditions and that its activities are not at the origin of, nor contribute to, human or labor rights violations. It shall map its stakeholders and abide by all applicable national and international laws and regulations in the area of social legislation and obtain and maintain all required registrations, licenses and permits in the country it operates.

A. Minimum Age and Child Labor

The Supplier shall:

1. subject to applicable local laws and regulations, not employ anyone under 15 years of age or under the age of completion of compulsory schooling, whichever is higher. If the Supplier operates in a developing country where the economy and educational facilities are insufficiently developed, a minimum age of 14 might apply, as permitted by local laws and regulations;
2. respect the minimum age of 18 for hazardous work (activities that by their nature or circumstances are likely to harm the health, safety or morals of children, such as work with dangerous machinery, equipment and tools; work that involves manual handling or transport of heavy loads, work that exposes the person to hazardous substances, work for long hours during the night, among others);
3. not allow any form of work that is mentally, physically, socially or morally dangerous and harmful to children (people under 18) and/or interferes with their schooling (deprives them of the opportunity to attend school, obliges them to leave school prematurely or requires them to attempt to combine school attendance with excessively long and heavy work);
4. not tolerate the worst forms of child labor, such as slavery or practices similar to slavery (trafficking of children, debt bondage, serfdom);
5. proactively assess and address any risk of child labor;
6. develop a child labor policy and assign responsibility for the issue to dedicated staff, who shall be trained regularly;
7. actively engage with its business partners to resolve the issues that have led to non-conformance with the aforementioned requirements. Where such engagement is not possible or has proved inefficient, discontinue business relationships with such business partners in cases of proven violations (e.g. company on a government child labor list).

B. Forced Labor

The Supplier shall:

1. allow workers to accept and leave employment freely;
2. under no circumstances use or benefit in any way from forced or compulsory labor, including human trafficking and other forms of modern-slavery, done involuntarily under the threat of any penalty, such as mental or physical intimidation, confinement or restrictions on workers' freedom of movement, physical punishment, sexual abuse or other forms of violence, withholding of wages, debt bondage and threats of denunciation to immigration authorities;
3. not retain any identity documents or other personal original documentation of any worker, nor charge any recruitment fees or deposits as a condition of employment;
4. if salary advances or loans are made, the terms shall be fair, transparent and mutually agreed, and repayment shall not be used to impede workers to leave;

5. proactively assess and address any risk of forced labor;
6. develop a forced labor policy and assign responsibility for the issue to dedicated staff, who shall be trained regularly;
7. actively engage with its business partners to resolve the issues that have led to non-conformance with the aforementioned requirements. Where such engagement is not possible or have proved inefficient, discontinue business relationships with such business partners in cases of proven violations (e.g. company on a government forced labor list).

C. Equality and Discrimination

The Supplier shall:

1. provide equal hiring and employment opportunities and forbid any kind of discrimination with respect to any personal characteristic, such as gender, sexual identity, race, ethnicity, age, religion, social background, marital status, disability, health status, nationality or political opinion;
2. prohibit any kind of physical violence, threats of violence, psychological, sexual or verbal abuse, intimidation and harassment, including gender-based violence;
3. protect women workers against threats of dismissal or any other employment decision that negatively affects their employment status in order to prevent them from getting married or becoming pregnant;
4. foster a fair work environment, and establish and maintain an anti-discrimination policy. The document shall be drafted with and communicated to all workers in order to promote understanding and compliance;

D. Collective Bargaining and Freedom of Association

The Supplier shall:

1. grant employees and workers the right to freedom of association and collective bargaining;
2. facilitate the activities of trade unions and other worker organizations, as well as the participation or engagement in representative activities in the workplace, providing protection to worker representatives against discrimination and intimidation.

E. Regular Employment

The Supplier shall:

1. ensure regular working hours do not exceed 48 hours per week, or less if provided by local laws and regulations, collective agreements or local industry conventions, with exceptions for specific jobs, if allowed by national law. Overtime is permitted, if it doesn't exceed the maximum amount of time and is paid according to national laws, and only on a voluntary basis, except in extraordinary conditions if agreed to in a collective bargaining agreement;
2. provide adequate periods for rest and recuperation, including weekly rest and paid annual leave, as per local laws, regulations and collective bargaining agreements. Workers should enjoy at least 1 day of rest per week;
3. ensure all social benefits comply with mandatory benefits as per local laws and regulations. Workers shall be covered by an insurance or social security scheme against fatal and non-fatal occupational injuries and diseases, as well as against invalidity and other work-related health risks. Women workers shall be entitled to maternity protection (leave and benefits, as well as protection against discrimination) in accordance with the requirements of national laws and regulations;

4. compensate permanent and temporary workers in accordance with local laws and regulations and collective agreements, including indirect compensation or non-monetary benefits (e.g. education benefits). Remuneration shall respect the nationally or regionally established minimum wage. If inexistent, remuneration shall be established based on the local industry standard wage;
5. pay workers in full, on time, regularly and no less than monthly;
6. specify all conditions of employment (worker's legal rights, nature of work, duration, working hours, pay, leave and deductions) in a written and enforceable employment contract between the Supplier and the worker, in a language they understand. Verbal contracts may be entered into on an exceptional basis, such as in cases of illiteracy or temporary work on small-scale farms, provided such verbal contracts are enforceable and witnessed by a neutral party. All terms shall be agreed upon at the time of hiring and shall be consistent with the conditions described at recruiting or, if changes occur, are communicated prior to starting and complying with applicable laws.

F. Coffee Farm Workers, Coffee Farmers and Local Communities

The Supplier shall:

1. map all the stakeholders concerned by its activities;
2. ensure equal access to opportunities for all farmers and workers, while empowering women and youth in farming and management fields;
3. maintain an active and transparent dialogue with the local communities and take their interests into consideration when making business decisions, ensuring that its activities benefit rather than hinder the local communities' development;
4. ensure it has legitimate and legal rights to use the land where production takes place;
5. respect the rights of indigenous and local communities, including land rights and access to resources, as well as the right to give or withhold free, prior and informed consent (FPIC) to acquisition and development of land on which they hold legal, communal or customary rights. In case of adverse impacts of its activities on indigenous and local communities, the supplier shall implement remediation and provide compensation to the affected parties;
6. where relevant, support smallholders to ensure compliance with this Code of Conduct, by providing tools, access to information, capacity-building and incentives to work toward more sustainable agricultural production.
7. foster and support initiatives that contribute to improving farmer income and reducing the living income gap, including the assessment of the farmer income gap, yield and quality improvement, crop and income diversification, and improve cost efficiencies;
8. foster and support initiatives aimed at reducing the gap between existing wages of workers and living wage references over time. A living wage is the minimum income necessary for a worker to meet their basic needs, which include adequate housing, food, clothing, education, healthcare and other life necessities.

2. Health and Safety

The Supplier shall ensure safety and health at work, as well as to others who may be affected by its activities. It shall abide by all applicable national and international laws and regulations in the area of occupational health and safety, and obtain and maintain all required registrations, licenses and permits in the country it operates.

A. Work Environment

The Supplier shall:

1. provide a safe and healthy work environment for all workers (seasonal, temporary, permanent and migrant), in accordance with applicable legal standards, with particular attention to the most vulnerable workers (pregnant and breastfeeding women, older people, people with disabilities, etc.), which includes safeguarding women's reproductive health rights. In order to prevent accidents and injuries, the workplace shall be appropriately equipped and personal protective equipment provided free of charge;
2. establish and maintain emergency prevention, preparedness and response arrangements, and ensure access to emergency healthcare for workers;
3. offer all workers easy access to potable drinking water;
4. provide all workers with adequate lighting, temperature, ventilation and sanitation, including welfare facilities (e.g. toilets, changing rooms) at no cost to the workers;
5. ensure that adequate equipment and personal protective equipment are used in all operations. They shall be regularly checked, maintained and replaced, in accordance with applicable legal standards;
6. train all workers on Health & Safety, including initial training for new workers and regular refresher training courses for all workers;
7. provide accommodation for workers who are required by the nature of their work to live temporarily or permanently at the workplace. If employee housing structures exist, they shall consist of facilities for food preparation and storage, bathrooms and showers, adequate heating and ventilation equipment, appropriate furniture and clean and safe dormitories. Workers shall be granted reasonable personal space and be free to leave the dormitory facilities at any hour.

B. Occupational Health & Safety Management System

The Supplier shall:

1. establish an occupational health & safety ("OHS") management system for continual improvement of the working environment and of preventive and protective measures, if required by national laws. Where possible, the management system should be based on, or be certified according to, recognized international standards.

3. Environmental Protection

The Supplier shall ensure the protection of the environment, abide by all applicable national and international environmental laws and regulations in the country where it operates, and obtain and maintain all required registrations, licenses and permits.

A. Environmental Management and Climate

The Supplier shall:

1. identify the ways in which its processes interact with the environment and their potential impacts on the environment and climate. These environmental and climate aspects can be related to land use changes, use of energy, chemical inputs, raw materials and natural resources (e.g. water, soil), releases to land and to water, greenhouse gas (GHG) emissions and waste, among others;

2. identify climate change risks for coffee production and potential impacts for its activities and local communities in the short, medium and long term (e.g. loss of suitable area for coffee production, lower yields, water stress, occurrence of climate disasters, increased incidence of pests and diseases, etc.);
3. adopt procedures and technologies that maximize the positive effects and minimize the negative effects of its operations on the environment and climate in compliance with applicable regulations. These should include measures to foster climate change adaptation and mitigation through regenerative agriculture and climate-friendly practices (reforestation, shade management, water saving and recycling, more efficient use of energy, replacement of fossil fuels by renewable energy sources, etc.);
4. assign responsibility for environmental management to dedicated staff, who shall be trained regularly;
5. where possible, measure the GHG emissions of their operations and supply chains (including scopes 1, 2 and 3). If available, Suppliers shall provide GHG data to LDC upon request.

B. Natural Resources and Biodiversity

The Supplier shall:

1. minimize and optimize the use of water in its operations and ensure the protection of water bodies from contamination. Water withdrawal and use shall be in accordance with the applicable legal requirements and standards;
2. safeguard and ensure its activities cause no harm to natural ecosystems, critical habitats, protected and high conservation value areas and their biological biodiversity, including wildlife and rare, threatened and endangered species. Negative impacts on ecosystems shall be mitigated;
3. ensure that no forest areas are converted to coffee production after December 31, 2020, in line with the EU Deforestation Regulation (EUDR) and with [LDC's commitment](#) to eliminate deforestation and conversion of native vegetation of high conservation value for agricultural purposes. For farmers participating in LDC's Responsible Sourcing Program Advanced, no conversion of forest must have taken place since January 1, 2014;
4. if forest areas have been cleared or converted into coffee plantations, ensure that compensation measures (e.g. replanting of native trees) are taken.

C. Pollution and Waste

The Supplier shall:

1. ensure treatment and disposal of waste (wastewater, solid waste, chemical waste or any other kind of waste) in accordance with all applicable legal requirements and standards;
2. not release substances in the environment without appropriate treatment, particularly of hazardous waste;
3. identify contamination risks and implement measures to prevent and minimize pollution and waste;
4. reuse, compost, recover and recycle water and materials wherever possible.

D. Agricultural Practices

The Supplier shall:

1. adopt regenerative agriculture, soil conservation and sustainable agricultural practices enabling climate adaptation, soil health and fertility, and carbon sequestration (e.g. use of

nitrogen-fixing species, enrichment of coffee plantations with timber and native tree species and other agroforestry practices);

- E. maintain records for fertilizers and soil additives detailing the products used, source or supplier, quantity applied, date and method of application;
2. adopt fertilizer and nutrient management practices and optimize chemical fertilizer use, and establish a chemical fertilizer optimization plan with specific goals and actions;
3. adopt integrated pest management practices, taking careful consideration of all available pest control techniques (e.g. biological control by using beneficial insects or microorganisms, resistant coffee varieties, pruning) to minimize the use of pesticides;
4. maintain records for pesticides detailing the products used (commercial name and active ingredient), supplier of the product, reason for application, dosage, method and date of application;
5. implement measures to avoid pesticide drift on adjacent crops and other areas bordering the coffee plantations during application;
6. establish a reduction plan for the use of pesticides, with specific, time-bound goals or targets;
7. provide regular training on safe use and handling of agrochemicals (pesticides, fertilizers or other chemicals used) and other agricultural inputs, and store agrochemicals in a safe and adequate manner, in accordance with all applicable legal requirements and standards;
8. use only pesticides approved by national authorities, and ban the use of extremely and highly hazardous pesticides included in the [Global Coffee Platform's Prohibited List](#)¹;
9. substitute the use of the pesticides included in the [Global Coffee Platform's Phase-out list](#)² for less toxic alternatives, and only use these while wearing the highest level of personal protective equipment, with specific mitigation practices if registered less toxic alternatives are not available;
10. ensure that no genetically modified (transgenic) organisms and varieties are used in coffee production.

4. Business Integrity and Fairness

The Supplier shall conduct business in an ethical manner and commit to the highest standards of integrity. It shall have policies and procedures in place to ensure compliance with all applicable local trade laws and regulations, including but not limited to applicable "Anti-Corruption and Bribery" laws in the countries where coffee is sourced by LDC.

A. Corruption and Bribery

The Supplier shall:

1. under no circumstances benefit directly or indirectly from any bribe, illegal payment, rebate, kickback or other unlawful incentives. Authorizing, promising, offering or receiving

¹ This includes pesticides listed by the Stockholm Convention, the Rotterdam Convention and the Montreal Protocol; pesticides that meet the classes Ia (extremely hazardous) or Ib (highly hazardous) criteria of the WHO Recommended Classification of Pesticides by Hazard; pesticides that meet the carcinogenicity categories 1A and 1B criteria of the Globally Harmonized System on Classification and Labelling of Chemicals (GHS); as well as pesticides categorized as fatal if inhaled (H330) by the GHS.

² This includes pesticides that meet the mutagenicity categories 1A and 1B and reproductive toxicity categories 1A and 1B criteria of the GHS, as well as pesticides with proven environmental toxicity (very toxic to aquatic organisms and pollinators, very persistent, very bio-accumulative).

anything of value, including favors, gifts, entertainment – to or from any person or government authority, civil servant or any other third party – public or private – could be seen as an attempt to influence a person’s professional actions or decisions, and therefore as a bribe;

2. avoid gifts and entertainment as a means of strengthening business relationships. If unavoidable, the supplier might receive or offer gifts or entertainment only if they are of modest value and aligned with local business practice and laws;
3. establish and maintain an anti-corruption policy and clear procedures, promoting awareness and compliance by workers and business partners, including through training programs;
4. not engage in any conduct that results in it, or in another party, obtaining a competitive advantage for any party, or to receive favorable treatment in obtaining or retaining business and becoming concerned in facilitating the acquisition, use or control of criminal property or terrorist funds.

B. Conflict of Interest

The Supplier shall:

1. report to LDC any situation that may appear as a conflict of interest and disclose to LDC if any LDC employee or contractor may have an interest of any kind in the Supplier’s business or any kind of economic ties or exercising significant influence with the Supplier.

C. Time and Reliable Payment

The Supplier shall:

1. as much as possible, establish written contracts with its suppliers and, where this is not feasible, provide suppliers with documents that specify the purchasing terms and conditions;
2. pay its suppliers according to the agreed contract, respecting the applicable payment terms;
3. dialogue regularly and annually with its suppliers and promote a transparent negotiation on volumes and prices. Where possible, the supplier should establish contracts with guaranteed price and volume, as well as envisage long-term cooperation.

D. Origin and Traceability

The Supplier shall:

1. know the origin of the coffee and its related products delivered to LDC to enable traceability. The Supplier shall be able to track each individual lot or batch supplied to LDC at least back to its direct supplier and country of origin;
2. establish and ensure a working traceability system, with clear procedures to handle coffee from certification programs, adequate documentation of purchases and sales and records of input and output volumes. Suppliers shall maintain the traceability data for six years and provide the information to LDC upon request;
3. keep certified coffee physically separate from non-certified coffee, ensuring the physical segregation of products. The mixing of certified coffee from two or more different certified sources can occur if the volumes are certified under the same certification scheme. It shall be documented accordingly and include origin information, for every batch of certified coffee.

E. Privacy and Intellectual Property

The Supplier shall:

1. safeguard the workers' and business partners, including LDC's confidential information and data, and use it in a legal and transparent manner;
2. protect and not infringe or take improper advantage of its business partners' intellectual property rights.

F. Trade Sanctions

The Supplier shall:

1. comply with the requirements of applicable trade sanctions laws and regulations imposed by the UN, US, Switzerland and EU, including the regulations of the jurisdictions in which it operates, is registered or licensed. Compliance would imply refraining from engaging in any transaction with a designated person, or using another party to carry out activities that could not be lawfully performed directly due to trade sanctions prohibitions.

5. Compliance and Governance

The Supplier shall establish a governance structure and management system that facilitates compliance with all applicable laws and regulations encompassing the areas covered by this Code of Conduct. It shall commit to continuous improvement with regard to the requirements set down by this Code of Conduct.

A. Legal Requirements and Standards

The Supplier shall:

1. identify and comply with all applicable legal requirements and standards in the country in which it operates and in the various domains covered by this Code of Conduct;
2. if this Code of Conduct establishes a higher standard than required by applicable laws and regulations, the Supplier shall align with the principles contained in this Code of Conduct.

B. System and Documentation

The Supplier shall:

1. establish and maintain adapted policies, processes and procedures to manage and monitor conformance to this Code of Conduct;
2. keep the necessary documentation and records to demonstrate conformance to the requirements set forth in this Code of Conduct.

C. Communication and Confidential Reporting

The Supplier shall:

1. ensure that its employees and business partners concerned by this Code of Conduct are fully aware and knowledgeable of its provisions;
2. inform and communicate the policies, processes and procedures to its employees and business partners to ensure their understanding and conformance with the provisions of this Code of Conduct;

3. provide confidential channels through which its employees, business partners and rights holders can report potential concerns or violations to laws, regulations and/or the provisions of this Code of Conduct.
4. address grievances in an effective, timely, transparent and equitable manner;
5. uphold the principle of no retaliation against whistleblowers, including human rights defenders and environmental conservationists.

D. Conformance, Transparency and Verification

The Supplier shall:

1. agree that LDC, or a contracted third-party, verifies conformance to the requirements of this Code of Conduct through questionnaires, on-site audits or other verification mechanisms. The Supplier shall allow complete access to its facilities, records as well as confidential interviews with employees;
2. when a non-conformance with this Code of Conduct is identified, describe the proposed corrective measures in writing, and agree with LDC on its implementation timeline;
3. voluntarily report to LDC any violation to laws, regulations and to this Code of Conduct to the LDC contact person or confidentially via the externally-managed [EthicsPoint platform](#).

Agreement With LDC's Code of Conduct for Coffee Suppliers

As a Supplier to Louis Dreyfus Company (LDC), we engage to work together with LDC on continuous improvement of sustainability systems covering the areas encompassed by this Code of Conduct. We will support the Code of Conduct by committing to meeting the principles and expectations for responsible practices set forth in this Code of Conduct. We hereby acknowledge the LDC Code of Conduct for Coffee Suppliers.

Date and place

Supplier

Supplier signature

Authorized signatory name

Stamp