



LDC.

Louis Dreyfus Company

Supplier Code of Conduct

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1. Purpose

As one of the world's leading merchandizers and processors of agricultural commodities, Louis Dreyfus Company (LDC) upholds the highest standards of integrity, business ethics and sustainability in our operations.

We are guided by international standards such as the Core Conventions of the International Labour Organization, Universal Declaration on Human Rights, UN Declaration on the Rights of Indigenous Peoples, the OECD Guidelines for Multinational Enterprises, the ten Principles of the United Nations Global Compact and the United Nations Guiding Principles on Business and Human Rights, among others (collectively, "International Standards").

Meanwhile, we strive to build a global supply chain where the same standards are implemented. This Supplier Code of Conduct ("Code") sets out general principles applicable to all organizations, companies or other entities providing goods and services to LDC, hereinafter referred to as "Supplier(s)", in order to work toward responsible and sustainable value chains and support our Suppliers along the way.

Reading and acknowledging this Code is an imperative step for entering into supplying contracts with LDC. This Code is designed in a spirit of continuous improvement and collaboration with our Suppliers. The principles in this Code will be periodically reviewed and updated to reflect changes in the standards, laws, regulations and LDC's responsible sourcing expectations.

2. Scope

The General Principles stipulated in this Code apply to all LDC's Suppliers, while Additional Principles are applicable to suppliers of agricultural commodities due to specific sustainability challenges in agricultural production and supply chains. We expect our Suppliers to communicate this Code to their employees, parent, affiliate and subsidiary entities, as well as to their subcontractors. We also encourage our Suppliers to cascade this Code's principles within their supply chains.

Furthermore, commodity-specific codes and sourcing policies¹ are developed by LDC to complement this Code and provide additional implementation guidance, in order to support Suppliers' continuous improvement toward sustainable agricultural production and sourcing. In case of conflict between this Code and any commodity-specific code or sourcing policy developed by LDC, the most stringent rule shall prevail.

Freight suppliers (shipowners, ship managers, ship operators, as well as the crewing managers they employ, that provide maritime transportation services to LDC) are subject to commonly accepted industry standards such as the [Maritime Labour Convention of the International Labour Organization](#), the [ITF Supply Chain Human Rights Principles](#) and the [ITF Human Rights Due Diligence Guidance](#), which are aligned with the International Standards and therefore with the major aspects of this Code. In case of conflict between such commonly accepted industry standards and this Code, the industry standards above mentioned shall apply.

¹ Please consult our [website](#) for the latest version of LDC's commodity-specific codes and policies for Coffee, Palm and Soy. Additional commodity policies may be developed over time.

3. General Principles for all Suppliers

3.1 Compliance and Business Integrity

3.1.1 Legal compliance

Commit to the highest standards of business ethics and integrity, and comply with all applicable local, national and international laws and regulations in the various domains covered by this Code. If this Code establishes a higher standard than required by applicable laws and regulations, align with the principles contained in this Code².

3.1.2 Anti-corruption, bribery and money laundering

The Supplier must at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the regulations of the jurisdictions in which it operates, is registered or licensed.

Under no circumstances offer, promise, authorize, make or receive, directly or indirectly, any type of bribe, illegal payment, rebate, kickback or any other inappropriate pecuniary or other benefit, to or from any person, government authority, civil servant, or any other public or private third party. The Supplier shall not engage in any conduct that results in it, or another party, to obtain 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.

3.1.3 Conflict of interest

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.

3.1.4 Confidentiality and intellectual property

Safeguard the workers' and business partners', including LDC's, confidential or proprietary information and use it in a legal and transparent manner. The Supplier shall not attempt to infringe or take improper advantage of its business partners', including LDC's, intellectual property rights.

3.2 Environmental Protection

3.2.1 Environmental management system

Establish and implement processes to identify, measure and mitigate environmental risks and impacts of its operations, working toward continuous improvement in relations to environmental performance and complying with all applicable regulations. Where applicable, such processes and management systems should be based on or be certified according to recognized international standards.

3.2.2 Resource efficiency

Progressively optimize its use of energy, raw materials and natural resources (water, land, etc.) throughout its operations.

² For freight suppliers, please see provision under item 2 (Scope).

Wherever possible, opt for renewable and non-fossil fuel energy on reasonable endeavors basis, as well as climate-friendly products and technologies, contributing to the reduction of greenhouse gas (GHG) emissions.

We encourage Suppliers to measure the GHG emissions of their operations and supply chains (including scope 1, 2 and 3). If available, Suppliers shall provide GHG data to LDC upon request.

3.2.3 Pollution and waste management

Take measures to prevent pollution and minimize generation of solid waste, wastewater and air emissions.

Re-use, compost and recycle waste where possible, and ensure treatment and disposal of waste and wastewater in a responsible way.

3.3 Labor and Human Rights

3.3.1 No child labor

Respect the minimum age for employment and reject child labor. This term applies to all persons under the age of 15 years or under the age of completion of compulsory schooling, whichever is higher. If the Supplier operates in certain countries where the economy and educational facilities are insufficiently developed, a minimum age of 14 years might apply, in accordance with applicable local laws and regulations.

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.

3.3.2 No forced labor

Under no circumstance use or in any way benefit from forced or compulsory labor, including but not limited to human trafficking and other forms of modern-slavery, done involuntarily and/or under the threat of any penalty, such as mental or physical punishment, confinement or restrictions on workers' freedom of movement, withholding of wages or identity documents and personal loans to workers where repayment terms could be defined as debt bondage, threats of denunciation to immigration authorities, threats of violence or other forms of abuse that undermine human rights and individual dignity.

3.3.3 Equality and no discrimination

Provide equal hiring and employment opportunities, as well as remuneration for work of equal value, and forbid any kind of harassment and discrimination with respect to any personal characteristics. These could include gender, sexual identity and orientation, race, ethnicity, age, religion, social background, marital status, disability, health status, nationality and political opinion.

Promote diversity and gender equality, not tolerate gender-based violence, and safeguard women's reproductive health rights, especially those applicable to health and safety in the work environment.

3.3.4 Collective bargaining and freedom of association

Uphold workers' right to freedom of association and collective bargaining.

Not hinder and adopt an open attitude toward the activities of trade unions and other workers organizations, as well as the participation or engagement in representative activities in the workplace.

3.3.5 Good labor practices

Provide to jobseekers, in a language they understand, accurate details of working conditions in the host location, including worker's legal rights, nature of work, wages and benefits, charges or deductions for room and board and duration of contract at the time of recruitment. The details of working conditions described at the point of recruitment shall be consistent with the details of the employment contract at time of hiring or, if changes occur, are communicated prior to starting and in no way violate applicable laws.

In situations where illiteracy prevents this, have a neutral party witness the verbal contract – where such contracts are permissible by law.

Not charge fees or costs nor request deposits for job placement services, from jobseekers, his/her employers, agents, nor subagents. Should it become evident that recruitment fees have been paid, the Supplier shall have to establish a plan to reimburse the worker of any fees, costs or deposits paid.

Ensure that the workers' working hours are in compliance with local and/or international laws, as applicable, as well as regulations and collective agreements.

If inexistent, working hours shall be consistent with local accepted industry conventions.

Overtime is voluntary and should be paid in accordance with local and national laws or industry agreements. Overtime in excess of 12 hours per week is only allowed if it happens in extraordinary, limited periods where there are time constraints or risks of economic loss, in compliance with local laws, regulations and collective agreements.

Compensate the workers in accordance with applicable labor laws, regulations and collective agreements, including minimum salary, overtime, work-related illness or injury coverage and other indirect compensation and benefits. Wages should be paid regularly and no less than monthly.

3.3.6 Community rights

Maintain an active and transparent dialogue with local communities regarding the Supplier's activity impact on these communities and take their interests into consideration, to ensure that its activities benefit rather than hinder the local communities' development.

3.4 Occupational Health and Safety

3.4.1 Health and safety management system

Establish and maintain an occupational health and safety (OHS) management system to identify and mitigate OHS risks, working toward continuous improvement of OHS performance. Where possible, the management system should be based on or be certified according to recognized international standards.

3.4.2 Work environment

Provide a safe and healthy working environment to workers, including permanent, temporary, seasonal and migrant workers. As a minimum standard, workers shall have easy access to potable drinking water and adequate lighting, temperature, ventilation and sanitation.

Provide workers with essential and free of charge personal protective equipment, emergency healthcare, fire safety and machine safeguarding, as well as adequate training.

In the instances when worker housing is provided by the Supplier, ensure adequate living facilities and conditions, including a clean and safe environment, reasonable personal space, adequate heating and ventilation equipment, furniture, sanitation facilities such as bathrooms and showers, as well as the freedom to enter or leave the housing facility at any hour.

4. Additional Principles for Agricultural Commodity Suppliers

4.1 Trade Sanctions

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.

4.2 Good Agricultural Practices

4.2.1 Soil conservation

Encourage best agricultural practices that enhance or improve soil health and prevent erosion and encourage regenerative production models.

4.2.2 Agricultural inputs

Encourage fertilizer and nutrient management practices that optimize and ideally reduce chemical fertilizer use over time.

Encourage integrated pest management practices, taking careful consideration of all available pest control techniques to minimize the use of pesticides. In particular, the Supplier shall exclude the use of hazardous pesticides (classes 1A & 1B under World Health Organization guidelines, as well as those under the Stockholm and Rotterdam conventions).

Provide regular training on safe use and handling of agrochemicals (pesticides, fertilizers or other chemicals) and other agricultural inputs, and store agrochemicals in a safe and adequate manner.

4.2.3 Ecosystems and biodiversity conservation

Safeguard and ensure its activities cause no harm to natural ecosystems, protected areas and critical habitats leading to a loss of biodiversity, including wild forest life and rare, threatened and endangered species.

Ensure no forests, native vegetation of high conservation value or peat land are cleared or converted for agricultural production. If such conversion has taken place since January 2020 the latest, ensure adequate compensation measures (e.g. replanting of native vegetation) are taken.

4.3 Land Rights

Respect the rights of local communities and indigenous peoples where they operate, including land tenure and their 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.

4.4 Origin and Traceability

Ensure traceability by tracking and recording the origin of agricultural commodities and their related products delivered to LDC. Non-producer Suppliers are expected to establish a traceability system to ensure quality of traceability information which shall, in any case, be provided to LDC upon request; for countries of origin with high deforestation or human rights risks, traceability up to the site of production is required.

4.5 Smallholder Inclusion

Wherever possible, support smallholders to ensure compliance with this Code, by providing tools, access to information, capacity-building and incentives to work toward more sustainable agricultural production.

5. Non-Compliance and Grievances

Commit to the best standards and to act in good faith to resolve complaints, conflicts, disputes and grievances in a timely and appropriate manner, ensuring the protection of complainants, communicating with transparency and honesty.

Uphold the principle of no retaliation with whistle-blowers, including human rights defenders and environmental conservationists.

This Code is available to all Suppliers through [LDC's website](#) and supports Suppliers' continuous improvement. LDC reserves the right to verify Suppliers' conformance to the requirements of this Code, either directly or via the engagement of third parties.

LDC offers public channels for stakeholders to report potential non-compliance with this Code, such as [LDC EthicsPoint](#) hosted by a third-party service provider. All reported concerns will be treated confidentially and anonymously if the complainant should choose, following existing grievance resolution procedures. LDC does not tolerate retaliation against anyone who, in good faith, raises a concern or participates in a non-compliance investigation.