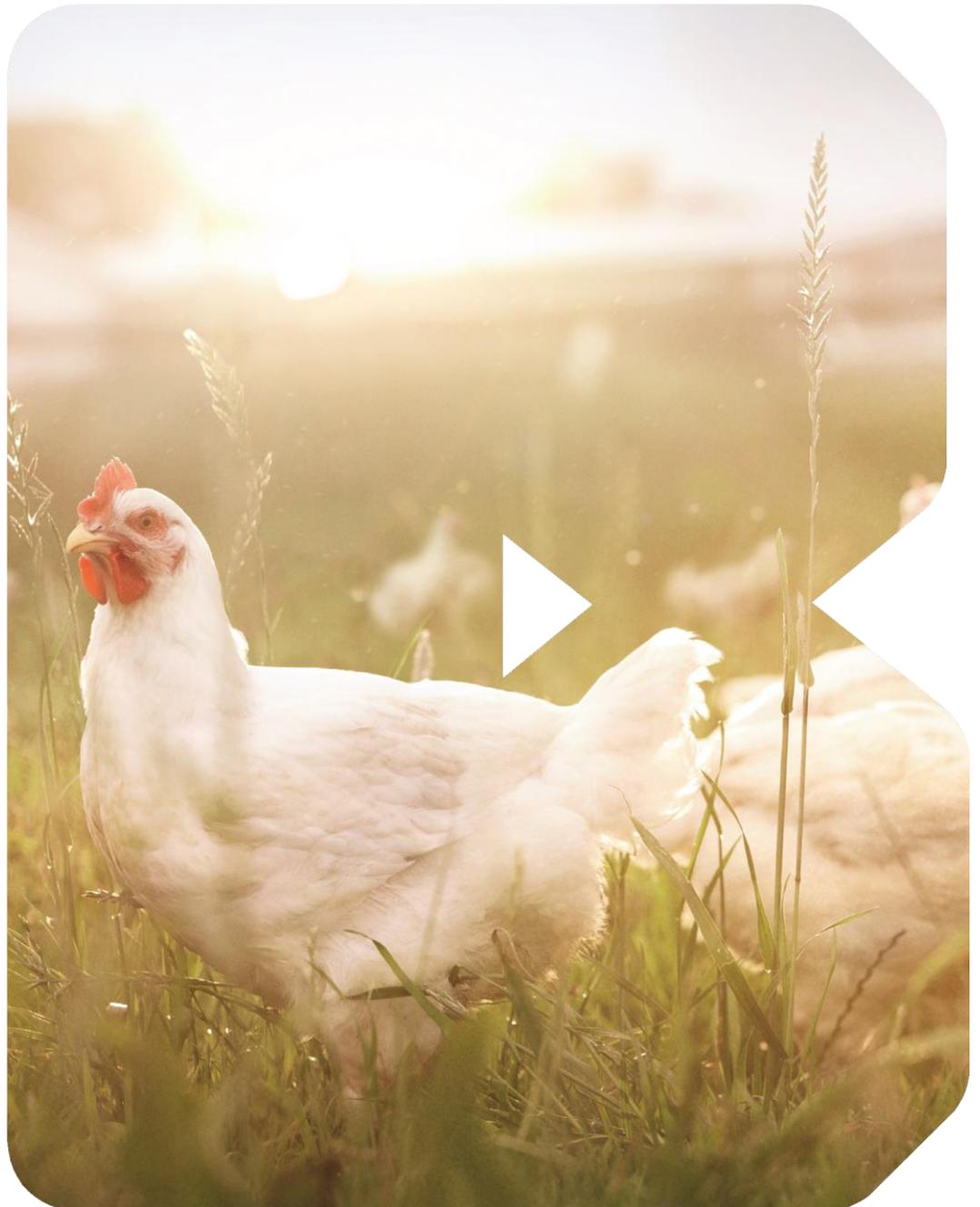




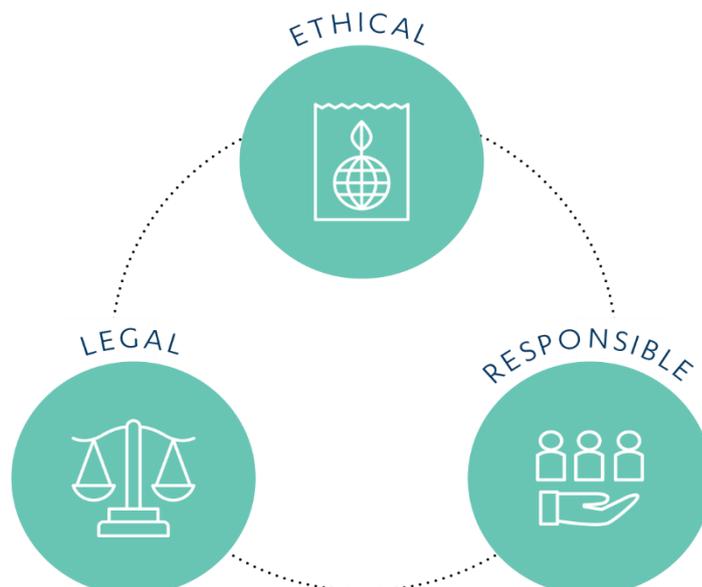
Supplier Code of Conduct



Baiada aims to be Australia’s leading producer of poultry products.

Consistent with those aims, Baiada is committed to sourcing goods and services in an ethical, legal and socially responsible manner.

This Supplier Code of Conduct (Code) sets out our expectations and standards of conduct that apply to third parties in Baiada’s production supply chain.



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1. Code Requirements

- 1.1. We expect all suppliers to abide by the principles in this Code as a condition of doing business with Baiada. No part of this Code may be amended, varied or waived without the written approval of Baiada.
- 1.2. The supplier must complete an annual self-assessment of compliance with this Code. We reserve the right to audit compliance with this Code. If an audit identifies non-compliance with this Code, a supplier is required to act promptly to correct the situation to our satisfaction.
- 1.3. The supplier must promptly report to us any material non-compliance with this Code and take active steps to resolve or remedy any such non-compliance as soon as practicable.
- 1.4. If required, the supplier must purchase membership, and provide information as to the supplier's compliance with the standards in this Code by Sedex (www.sedexglobal.com) or an alternate online platform and database to store and view data.
- 1.5. If we require, the supplier is to operate in accordance with ISO 26000 Social Responsibility or an alternate recognised system approved by Baiada.
- 1.6. If the supplier is unable to demonstrate compliance with the Code, or if we believe continued association with the supplier will be prejudicial or detrimental to our reputation, then we reserve the right to cease doing business with that supplier.



2. Legal Requirements

- 2.1. The supplier must abide by all applicable laws, rules, regulations, mandatory guidelines, orders and codes and any standards in force from time to time, both in Australia and any other country in which the supplier operates.
- 2.2. The provisions of this Code are in addition to the specific provisions of any legal agreement between the supplier and Baiada.



3. Food Safety and Quality

- 3.1. The supplier is required to comply with applicable food safety laws and standards as well as industry best practice which proactively builds consumer trust and confidence in our food production supply chain.
- 3.2. We expect the supplier to have a regime in place for ensuring that quality assurance requirements are met in the food production supply chain from primary production through to processing and distribution (for example: certification to ISO 22000 Food Safety Management; Global Food Safety Initiative (GFSI); Safe Quality Food (SQF) Program or an alternate recognised system).





4. Human Rights & Work Practices

- 4.1. **Workplace laws:** We require all entities and individuals involved in our supply chain to comply with all workplace laws and to achieve standards of conduct that meet Australian community and social expectations, to provide equal, fair and safe work opportunities for all workers.
- 4.2. **Modern slavery:** As an extension of our business, all suppliers are expected to assist us to combat modern slavery. All suppliers must uphold human rights, fair working conditions and responsible labour sourcing. All suppliers must ensure that they never receive forced labour or exploit anyone by forcing them to work by using threats, force, coercion, abduction or exerting any other form of control over them. Suppliers are also expected to ensure the same of supplier's Up-Stream supply partners. Suppliers must comply with the Australian Modern Slavery Act enacted November 2018.
- 4.3. **Child labour:** Suppliers must not use child labour. Child labour is defined as work that deprives children of their childhood, the opportunity to attend school and fulfil their potential, or that is harmful to their physical and mental development.
- 4.4. **Illegal labour:** Suppliers must not use illegal labour, Suppliers must be able to verify the legal entitlement of workers to work in the country of employment. This includes confirming citizenship or permanent resident status, and visa entitlements of any non-citizens.
- 4.5. **Wages and Benefits:** All wages and benefits paid for a standard working week must meet as a minimum national or industry standards, whichever is the higher. All workers must be provided with written and understandable information about their employment conditions in respect to wages, before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid.
- 4.6. **Working Hours:** Overtime must be voluntary and compensated as prescribed by local laws. Record keeping on hours worked must be accurate, complete and transparent at all times.
- 4.7. **Discrimination, Harassment and Bullying:** Suppliers are responsible for ensuring that workplaces are free from discrimination, harassment and bullying and should have policies for the implementation and monitoring of applicable laws prohibiting such unlawful acts and practices.



5. Safe Working Conditions

- 5.1. Suppliers must provide workers with a safe and clean working environment taking into consideration the prevailing knowledge of the industry and of any specific hazards. If we require, a supplier must be certified to ISO 45001 Occupational Health and Safety or an alternate recognised system.
- 5.2. Workers must receive adequate, recorded training and be assessed as to competency to perform their jobs in a safe manner.
- 5.3. Personal protective equipment must be supplied and used where required and workers trained in its use.

- 5.4. Safeguards on machinery must meet or exceed local laws.
- 5.5. Where suppliers provide worker accommodation, it must be clean, safe and free from over-crowding and meet the basic needs of workers.
- 5.6. Workers must have access to clean toilet facilities, clean drinking water and where appropriate, sanitary facilities for food storage and preparation.
- 5.7. The possession, use or sale of alcohol, illegal or recreational drugs is prohibited at all Baiada work sites. Suppliers must ensure their personnel do not perform any work under the influence of alcohol or illegal or recreational drugs.



6. Heavy Vehicles - Chain of Responsibility

- 6.1. Suppliers must be committed to a safe and efficient transport function in the Baiada supply chain and be able to demonstrate compliance with Heavy Vehicle National Laws.
- 6.2. Suppliers should maintain best road transport industry practices at all times including without limitation in relation to queuing and scheduling, loading and unloading, vehicle safety, vehicle mass and dimension, speeding, driver behaviour and safety, driver fitness, driving hours and fatigue management and security.
- 6.3. Suppliers are responsible for implementing suitable processes, training, policies and procedures for ensuring legal compliance and safety in their operations and dealings with third parties involved in the carriage of freight in each State and Territory. Suppliers must not make or impose any demands or requirements on any supply chain participant that would cause any person to breach applicable road transport laws.



7. Subcontracting and Supply Chain

- 7.1. There must be no subcontracting unless it is documented and available for review by us or an independent auditor, including but not limited to records of subcontractors' names and locations. We consider subcontracting to be where a supplier engages another party to perform or provide all or part of the work, service or goods that we have engaged the supplier to perform or provide.
- 7.2. All suppliers must have adequate policies and processes in place for properly managing subcontracting, to ensure that subcontractors operate in accordance with applicable laws, regulations and this Code.
- 7.3. All suppliers must promptly report to us any events that will or may interrupt the supply of goods or services to us and take active steps to prevent and thereafter resolve or remedy any such event.



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8. Environment and Sustainability

- 8.1. Suppliers must comply with local and national environmental laws and regulations.
- 8.2. If we require suppliers must be certified to ISO 14001 Environmental Management Systems or an alternate recognised standard on environmental protection.
- 8.3. Suppliers are expected to implement industry best practices in relation to sustainability in the food production chain and must comply with our sustainability requirements which may be notified by us from time to time, including in relation to sourcing, manufacturing, packaging, transport and disposal of products. If we require you must be certified to ISO 50001 Energy Management Systems or an alternate recognised standard to manage and reduce energy use and costs.
- 8.4. Suppliers should also aim to achieve and demonstrate continuous improvements in their sustainability performance.



9. Animal Welfare

- 9.1. All suppliers must comply with all applicable requirements relating to animal welfare and humane treatment of animals including in the farming, transport and processing of any poultry.



10. Privacy

- 10.1. Suppliers must abide by privacy laws and regulations when handling personal information and data and must comply with Baiada's privacy policies when handling personal information collected for and on behalf of us (refer to our website www.baiada.com.au).
- 10.2. Suppliers must immediately report to us any actual or suspected privacy breach including, without limitation, any unauthorised access to or disclosure of personal information and data relating to Baiada's employees, personnel or customers.

11. Fair Competition

- 11.1. All suppliers must comply with applicable laws relating to fair competition. To this end, suppliers are expected to:
 - i) conduct business dealings with honesty, transparency, propriety and good faith;
 - ii) promote efficiency and quality in the supply of goods and services;
 - iii) not abuse a supplier's position in the market; and
 - iv) not engage in any form of agreement or understanding with competitors to fix prices, rig bids, allocate customers and/or restrict supply.





12. Conflicts of Interest

12.1. All suppliers must promptly disclose to us any apparent or actual conflict of interest so that we can determine how to appropriately address the situation. A “conflict of interest” arises when personal interests or activities influence, could influence, or appear to influence, the person’s performance of duties and responsibilities or judgment with respect to transactions affecting Baiada.

Some situations that could give rise to a conflict of interest include:

- i) having a personal or significant financial investment or interest in any company that competes, does business, or seeks to do business with us;**
- ii) doing or omitting to do something which has the effect of giving undue advantage to a third party in its dealings with us;**
- iii) when family members, domestic partners, or personal friends work for us, another Baiada supplier, Baiada customer or Baiada competitor;**
- iv) providing gifts, entertainment, meals or other things of value to an employee of Baiada.**

13. Business Integrity

13.1. Suppliers must engage in professional business ethics in all dealings and provide transparent documentation and records on request.

13.2. Bribes, favours, benefits or other similar unethical, unlawful or improper payments, in cash or in kind, are prohibited, whether given to obtain business or otherwise.

14. Confidential Information

14.1. Confidential information of Baiada includes, without limitation, information relating to our business, products, customers, suppliers, pricing, costs, intellectual property and other proprietary rights, know-how, trade secrets and strategies.

14.2. If required, suppliers must:

- i) execute a confidentiality and non-disclosure agreement with us in advance of any disclosure of confidential information; and**
- ii) procure written confidentiality undertakings from any personnel who require access to such confidential information.**

14.3. Access to any confidential information of Baiada is strictly limited for the purposes of fulfilling contractual obligations and responsibilities. Suppliers must not disclose the confidential information of Baiada to any person other than on a ‘needs to know’ basis to personnel who have signed a confidentiality undertaking (where required) or with the express consent of Baiada.

14.4. Suppliers must immediately report to us any unauthorised access to or disclosure of Baiada’s confidential information and must take all reasonable steps to mitigate the consequences of such access/disclosure as required by us.







15. IT Security

15.1. Suppliers must take all reasonable steps to protect the security and integrity of a supplier's computer systems, networks, databases and storage devices and to minimise risk of a cyber-attack and/or data breach affecting our business.



16. Physical Security

16.1. Suppliers are primarily responsible for the physical security of the supplier's personnel and the goods in a supplier's care.

16.2. Suppliers should ensure that appropriate physical and electronic security measures are in place for monitoring and responding to any security risks and incidents as and when they arise. This includes complying with Baiada's security policies and procedures as notified from time to time.



17. Publications and Announcements

17.1. Suppliers must seek our prior written approval before using or permitting any use of Baiada's name, logo and other trade marks (including Lilydale and Steggles), images, information and materials in any external publications and public announcements - including press releases, testimonials, quotations, case studies, promotions and marketing activities - on any media platforms including social media. Our approval may be granted or withheld in our absolute discretion and on such terms as we consider appropriate. Any approval will only be effective for the specific purpose for which it was provided.



18. Social Media

18.1. Suppliers are expected to ensure appropriate and ethically responsible behaviour when using any social media platforms (for example Twitter, Facebook, LinkedIn, Pinterest, Google+, Tumblr and Instagram). This includes ensuring transparency, accuracy and professionalism at all times, and that fairness and respect is maintained towards both individuals and the Baiada, Lilydale and the Steggles brands.

18.2. Suppliers should actively monitor their own social media activities and ensure any inappropriate content is dealt with in an appropriate manner. This includes having a crisis management plan to mitigate potential risks of negative publicity and consequent damage to brand reputation.

18.3. Suppliers must not cite, post or reference Baiada, Lilydale, Steggles or Baiada products without our prior written approval. Any social media content inconsistent with the values and commitments set out in this Code should be promptly reported to us.



19. Record Keeping

19.1. Suppliers must ensure their financial books and records conform to generally accepted accounting principles and that any paper and electronic records are maintained in accordance with applicable record keeping requirements, including requirements relating to the retention and destruction of documents and information. Without limiting the foregoing, all records should be accurate, complete and up to date in all material respects and should be legible, transparent, and reflect actual transactions and payments. Suppliers are also responsible for ensuring that all transactions with Baiada are properly authorised and reported as required.



20. Up-Stream Suppliers

20.1. All Suppliers should be aware that careful selection of Up-Stream third party suppliers of goods/services in the Baiada supply chain (Up-Stream Suppliers) is important for effective supply chain management. Suppliers are expected to ensure their Up- Stream Suppliers' conduct is consistent with this Code. Suppliers should actively screen any proposed Up-stream Suppliers before entering into new arrangements and should continue to monitor their Up-Stream Suppliers on an ongoing basis to ensure any compliance issues are promptly addressed and notified to us.



21. Whistleblower

21.1. Baiada has a Whistleblower Policy (refer to our website www.baiada.com.au). If a supplier believes that an employee of Baiada, or anyone acting on behalf of Baiada, has engaged in illegal or otherwise improper conduct, a supplier should report the matter via our external reporting service called 'Stoptline' (baiada@stoptline.com.au). Disclosures may be made anonymously.



22. Risk Management Systems

- 22.1. All suppliers must have management systems that reasonably ensure compliance, identify and eliminate operational and other risks, drive continuous improvement and plan for business continuity so that there is no interruption of supply of goods and services to us. If required, a supplier must have a Risk Management System based on ISO 31000 to manage risk.**
- 22.2. Appropriate policies and standard are developed to ensure effective management of supply chain issues. Suppliers need to have a process to correct any deficiencies or contraventions identified by an internal or external audit, assessment, inspection, investigation or review.**
- 22.3. Suppliers must conduct periodic evaluations of their own operations and those of their subcontractors and Up-Stream supply partners that supply goods and services to us. Supply partners will allow us to evaluate the audits and/or the supplier's facilities and operations and those of its subcontractors and Up-Stream supply partners periodically.**
- 22.4. Appropriate information and training of personnel is in place to ensure effective supply chain management practices and compliance with this Code.**



Baiada