

Suppliers' Code of Ethics and Conduct

*Approved by the Board of Directors of Corticeira Amorim, S.G.P.S., S.A.
at the meeting held on 22 February 2023.*



Suppliers' Code of Ethics and Conduct

I. Corticeira Amorim's principles and values

Corticeira Amorim (the set of companies over which Corticeira Amorim has a controlling relationship, regardless of whether their head offices are in Portugal or in another country) is governed by high professional and ethical standards in both internal and external relationships. Those standards include compliance with the law, integrity in business relationships, environmental sustainability, respect for human rights and social responsibility.

This Suppliers' Code of Ethics and Conduct mirrors the Organisation's culture and defines the appropriate behaviour with regard to ethical, social and environmental conduct that Corticeira Amorim expects of its goods and services' suppliers.

A. Compliance with the law, business ethics and integrity

Corticeira Amorim absolutely rejects any and all unethical or dishonest conduct or behaviour, in particular, fraud, corruption, money laundering or financing of criminal or terrorist organisations.

Therefore, and as has always been the case, all its suppliers and business partners must, together with Corticeira Amorim, continue to guide their actions according to the highest principles of integrity, transparency, honesty and good business practice, totally rejecting all conduct, behaviour or practices that are or may appear to be irregular, illegal, unethical or dishonest.

Corticeira Amorim's suppliers and business partners also undertake to adopt all appropriate measures to avoid any situation of conflict of interests over the term of their contracts with Corticeira Amorim. Such conflicts of interest may result from economic interests, family or emotional ties or any other common interests, by virtue of which their impartial and objective performance is or may be compromised. If any situation arises that constitutes, or may be considered, a conflict of interest during the term of the contracts under consideration, the supplier is obliged to immediately inform Corticeira Amorim in writing. The latter is then entitled to terminate the existing contract if it considers that the situation definitively impedes its adequate performance.

All suppliers that are legal entities must implement the appropriate internal procedures and mechanisms aimed at preventing and mitigating, under the terms of the applicable law, the occurrence of criminal and administrative offence risks, also ensuring that this Code is disseminated and properly understood by their employees and managers, as well as their subcontractors.

In particular, legal persons with headquarters in Portugal employing 50 or more workers, as well as branches in Portugal of legal persons with headquarters abroad employing 50 or more workers, must adopt and implement a compliance programme in their organisation that includes at least one plan for the prevention of risks of corruption and related offences, a code of conduct, a training programme and a reporting channel, in order to prevent, detect and penalise acts of corruption and related offences carried out against or through the entity.

B. Zero tolerance for corruption or related offences

Corticeira Amorim has zero tolerance regarding any and all actions that are related to corruption and related offences, or that may in any way induce situations of enticement or permeability. It seeks to promote free competition and loyalty in the market.

Similarly, suppliers must ensure they act in accordance with the principles of transparency and honesty in their relations with Corticeira Amorim, as well as in the contractual relations that they may have with third parties, opposing any practice that may be related to bribery, influence peddling or any form of corruption, both in the public and private sectors.

The suppliers and business partners of Corticeira Amorim and society know, therefore, that all employees and representatives of Corticeira Amorim must abstain from promising, offering, delivering, asking or receiving, directly or indirectly, any gifts, invitations to institutional or cultural events, or similar benefits, gratuities, payments, commissions, trips, accommodation, favours, privileges or any other kind of incentive or advantage, whether financial or non-financial, which may or are likely to influence the impartiality and/or integrity of the performance of their duties. Only if the

respective value is equal to or less than €150 (one hundred and fifty euros) and the offer in question is socially appropriate and in accordance with customary practices, may it be accepted.

All employees and representatives of Corticeira Amorim whose professional duties allow them to participate in the process of contracting or renewing contracts, are prohibited from accepting any offers, invitations or promises of advantages during the negotiations or in the period preceding the renewal of the contract with the supplier, regardless of the circumstances.

Any supplier who becomes aware of any situation that indicates or makes them suspect less ethical or inappropriate conduct, must immediately report it to Corticeira Amorim through the reporting channels available for this purpose (see below).

C. Environmental sustainability

Corticeira Amorim remains strongly committed to the protection of the environment. As such, it urges all its suppliers to also make this commitment, adopting sustainable solutions and stimulating the development of technologies that respect the environment and reduce the environmental impact.

Suppliers must also obtain and maintain environmental licences for the operation of their business, if required. If their operation generates waste, suppliers must monitor it, control it and act as established in applicable legislation.

D. Human Rights

The Organisation's suppliers must sign up to and comply with internationally recognised human rights and they must not permit any violation of those rights within their industrial and/or commercial operations.

Thus, each supplier must treat each of its employees with dignity and respect, rejecting any discriminatory conduct and avoiding any situation of excessive dependence. Under no circumstances will physical or psychological punishment or harassment of any kind or abuse of power be permitted, and employees' basic employment rights will always be respected.

Corticeira Amorim will not contract suppliers who use forms of child labour (i.e., minors under the age of 16), any form of forced or compulsory labour, do not respect all workers' rights established by law or collective regulation, do not guarantee health and safety conditions, or do not respect employees' rights to form associations and join trade unions.

E. Confidentiality of information and data protection

The protection and appropriate management of information and data resulting from the contractual relationship with the Organisation is of fundamental importance. Suppliers may not, in this regard, access, use or disclose confidential information, unless they have been duly and previously authorised to do so, in writing, by the person responsible for the area in question or in the case of compliance with a court order. Suppliers should, in case of doubt, consider all the information to which they may have access in the performance of their work as restricted and confidential.

II – Whistleblowing channel

Corticeira Amorim encourages the reporting of suspicions of any conduct that may constitute corruption or related offences, or which is inappropriate to the principles set out in this Code. Such suspicions may be reported through the Whistleblowing Procedure (published in various languages on the Internet page (website) of Corticeira Amorim). In case of doubt, suppliers should always report it.

Suppliers may report irregularities through the Whistleblowing Procedure, anonymously and confidentially and without fear of reprisals. This is also guaranteed in relation to their employees.

III – Approval

Corticeira Amorim will select suppliers who demonstrate their commitment to the principles promoted by this Code (through their acceptance and declaration of compliance).

Suppliers may ask questions, request clarification and advice using the e-mail address expressly set up for this purpose: legal@amorim.com.

In the event any supplier does not comply with the principles of this Code, Corticeira Amorim will take the appropriate measures to revise the terms of the contract or, if appropriate, terminate it.

Taking into account the above-mentioned zero tolerance regarding anti-corruption conduct, suppliers specifically acknowledge that the practice of any act of corruption or attempted corruption gives Corticeira Amorim the right to immediately terminate the existing contractual relationship and, also, to demand possible compensation for losses and damages pursuant to the law.

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Corticeira Amorim, S.G.P.S, S.A.

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