



JOSÉ DE MELLO

## **SUPPLIER CODE OF CONDUCT**

**José de Mello Capital, S.A.**

23 January 2025

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## **1. Introduction**

José de Mello Capital, S.A (hereinafter “José de Mello”) is a family-controlled Portuguese company, with a stable nationally-based shareholder structure which steers the José de Mello business group, one of the largest Portuguese corporate groups. Its aim is to nurture its legacy of excellence, entrepreneurship and talent to foster prosperity and sustainable development in and beyond Portugal.

The José de Mello Group has always guided its activity by the values of Human Development, Innovation, Competence and Integrity. Also, its key concern has been Sustainability, in its three dimensions, environmental, economic and human, the latter of which with special emphasis on social responsibility.

José de Mello, together with its subsidiaries, intends to continue to grow in a serious and sustainable way, ensuring that all employees and all stakeholders guide their conduct by the Group's values, and by the principles and rules of an ethical and deontological nature provided for in its compliance programme, of which this document is an integral part. The success of the strategy that the Group aims to pursue depends, therefore, on correct and upright individual decisions on a day-to-day basis, which reflect those values and which are an example of excellence and rigour.

In view of the above, José de Mello seeks to ensure that all its suppliers recognize and act with identical values and principles, making sure that they guarantee compliance with their contractual obligations, including compliance with the obligations contained in this Code.

## **2. Scope of Application**

1. José de Mello expects its suppliers to play an active role in the adoption of sustainable practices and procedures necessary to achieve the objectives of the Company and fulfil all its contractual obligations aligned with the relevant national and international requirements and all the aspects mentioned in the Code.

2. To that end, this Code is applicable to all service providers, suppliers and consultants acting on behalf of and/or in the interest of José de Mello within the scope of the relations established with them, regardless of the legal format of contracting, as well as authorised representatives — who permanently or on occasion come to be constituted —, and all other entities that, in whatever capacity, enter into a relationship with José de Mello. This Code also applies to any and all suppliers, be they natural or legal persons.
3. In addition, compliance with this Code must be ensured throughout the value chain, namely by subcontractors, agents, intermediaries, or other suppliers which are not directly related to José de Mello, but which, indirectly, through other suppliers, relate to it.
4. Before establishing any commercial relationship with José de Mello, suppliers must be aware of its Code of Conduct and undertake to act in accordance with the principles and behaviour mentioned herein.

### **3. Environment, Safety and Health**

1. José de Mello is committed to providing a safe and healthy work environment for its employees. Our suppliers are expected to promote a safe and healthy environment and, so far as is reasonably practicable, prevent their activity from having an adverse impact on the environment and the communities in which they operate.
2. José de Mello abides by the applicable environmental legislation and is committed to working towards environmental sustainability in all its activities. Consequently, José de Mello requires from its suppliers a firm commitment and duty of care in this regard. They must comply with all relevant national and international laws and regulations pertaining to environmental management, as well as with the specific requirements established contractually.

3. All José de Mello suppliers undertake to:

- a) comply with all the environmental, health and safety legislation applicable to the
- b) regions where they operate;
- c) ensure the health and safety of their employees and the local community, as well as the general public, implementing all the necessary protective measures to mitigate the risks arising from their processes, products or services;
- d) disclose health and safety information regarding their products and services, ensuring that all risks and emergency contingencies are considered;
- e) ensure that product quality and safety meet the best specifications by implementing effective management systems;
- f) promote the continuous improvement of their processes, products and services, identifying, monitoring and mitigating all environmental risks and impacts related to their activities;
- g) use sustainable, clean and innovative technologies that aim to reduce the use of natural resources, waste and the pollution footprint, and promote climate change mitigation;
- h) efficiently use natural resources, such as water, energy sources and raw materials;
- i) implement best practices in the production, storage, transportation, use and disposal of their products;
- j) promote circular economy solutions for their by-products, waste and effluents;
- k) minimise harmful effects on ecosystems and biodiversity;
- l) work with its stakeholders throughout their supply chains to improve health and safety practices, and minimise environmental impacts.

**4. Human and Labour Rights**

- 1. José de Mello's commitment to respecting human rights is laid out in its Code of Conduct, applicable to all its employees, service providers and the community.
- 2. Equally, José de Mello seeks to ensure that all its employees are treated fairly and

impartially in every aspect of the employment relationship, and that all applicable labour legislation is complied with.

3. Depending on their commitment and the demands it will have on its suppliers, these suppliers shall undertake to:
- a) to abide by and uphold the defence of globally recognised human rights, as well as the fight against child labour and forced labour;
  - b) comply with the principles and rules that make up José de Mello's Code of Conduct;
  - c) treat the communities in which they and José de Mello operate with respect and dignity;
  - d) address all possible human rights violations that may occur;
  - e) pay particular attention to the specific risks of operating in high-risk, weak government or conflict-ridden countries or regions, to ensure that they do not violate human rights or are complicit in such violations;
  - f) foster an open and constructive dialogue with their employees, and respect freedom of association and collective bargaining, in accordance with applicable local legislation;
  - g) treat their employees with dignity, and provide a work environment free from violence, intimidation, cruel and inhuman treatment, psychological or physical aggression, moral or sexual harassment, threats or discrimination of any kind;
  - h) promote equal opportunities and equal treatment for all their employees, condemning all manner of discrimination;
  - i) offer their employees fair working conditions, remuneration and benefits, as well as promote a healthy balance between professional, family and personal life;
  - j) ensure that their value chains are not linked, directly or indirectly, to financing practices that involve human rights violations.

## **5. Ethics and Governance**

1. José de Mello's suppliers must maintain high standards of ethics and integrity when conducting their business activities, in light of the best practices of good governance, including the implementation of and compliance with corruption prevention measures.
2. José de Mello's suppliers undertake to:
  - a) implement management systems to facilitate compliance with all applicable laws, regulations and best practices to promote continuous improvement of these practices;
  - b) acknowledge integrity in business and ethical behaviour as key values to guide their business activities;
  - c) refuse to source products or raw materials from conflict regions, ensuring that they are not financing or benefitting armed groups, directly or indirectly;
  - d) refuse to tolerate any practice of corruption, bribery, extortion, embezzlement, money laundering or any kind of unethical behaviour, thus promoting fair competition in business;
  - e) refuse to offer gifts, or any other type of personal offering, to José de Mello's employees in exchange for any commercial benefit or advantage, or with the expectation of receiving any such benefit or advantage;
  - f) protect the confidentiality of all business information, the privacy of employees and business partners, as well as the intellectual property of their business partners;
  - g) provide their employees and other stakeholders with the appropriate means to report complaints or potentially illegal practices in the workplace, ensuring the necessary confidentiality.

## **6. Management**

In order to ensure that this Code is complied with, José de Mello's suppliers undertake to:

- a) adopt management procedures that allow the monitoring of this Code, being obliged to report to José de Mello any serious non-compliance, and to provide

evidence of its compliance when so requested by José de Mello;

- b) ensure that the employees who work with them, whatever their contractual relationship, comply with this Code and are trained to perform their duties according to the terms herein established.

## **7. Adherence to the Code**

1. As a condition precedent to the signing of any contractual relationship with José de Mello, suppliers are obliged to know, respect and implement this Code.
2. When so requested by José de Mello, suppliers must sign and submit the “Declaration of Adherence to the Supplier Code of Conduct”, annexed to this document and of which it is an integral part, and ensure that every one of their employees, service providers and subcontractors who may be involved in the provision of services to José de Mello, also agrees to carry out their activity in accordance with the provisions of this Code.
2. In exceptional situations, José de Mello may exempt the supplier from adhering to this Code, provided that the Supplier demonstrates that it is subject to and complies with a similar code of its own.

## **8. Violation of the Code**

1. Suppliers are obliged to report to José de Mello any violation of the law, this Code or any other policy of this Company.
2. José de Mello undertakes to keep the information communicated confidential, as long as this does not conflict with any investigation and/or it is required by law to do so.
3. Should this be necessary, the report of a supplier of José de Mello under the terms of the previous paragraph must be sent to [fornecedores@josedemello.pt](mailto:fornecedores@josedemello.pt).



4. In order to evaluate compliance with the contents of this Code, José de Mello reserves the right to audit its suppliers. In the event of non-compliance, violation or non-remedy of any violation of this Code, José de Mello reserves the right to review the terms of the commercial relationship with the supplier, and may, in accordance with the contractual provisions applicable to each specific case, terminate it.

#### **9. Final Provisions**

1. This Code may be updated whenever necessary, and can be expanded, regulated and complemented by other regulatory instruments of José de Mello.
2. In the case provided for in the previous paragraph, José de Mello undertakes to communicate the changes to the suppliers with which it maintains contractual relations at the time.

Lisboa, 23 January 2025

JOSÉ DE MELLO CAPITAL, S.A.

ANNEX

DECLARATION OF ADHERENCE TO THE SUPPLIER CODE OF CONDUCT OF JOSÉ DE  
MELLO CAPITAL

**A. Legal Person**

[insert name of supplier], with headquarters in [city], at [address], with the share capital of € [•], registered at the Commercial Registry Officer under the single registration and legal person number [•], hereby represented by [name], in the capacity of [•], with sufficient powers for the act, fully acknowledges and undertakes to comply with and enforce the principles contained in the “Supplier Code of Conduct of José de Mello Capital” and to ensure that all its employees, directors, agents, service providers, intermediaries, representatives and subcontractors are aware of it and that they respect said principles as long as the contractual relationship with José de Mello remains in force.

[city], [date]

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[name]

In the capacity of [•] of [name of company]

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[name]

In the capacity of [•] of [name of company]

**B. Natural Person**

[insert name of supplier], resident at [address], fiscal number [•], holder of the Citizen Card/Passport/Residence Permit nº [•], issued by [•] and valid until [•], hereby fully acknowledges and undertakes to comply with and enforce the principles contained in the “Supplier Code of Conduct of José de Mello Capital” and to ensure that all its employees, directors, agents, service providers, intermediaries, representatives and subcontractors are aware of it and that they respect said principles as long as the contractual relationship with José de Mello remains in force.

[city], [date]

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[name]