



## **Supplier Code of Conduct**

### **1. Introduction**

NR Instant Produce Public Company Limited, and its subsidiaries (the “Company”) are committed to operating its business sustainably, with emphasis on all production and related processes. The Company promotes good practices in sustainable supply chain management and has established this Supplier Code of Conduct (**SCOC**) to provide guidelines for all business partners. This SCOC ensures compliance with laws, the Company’s Code of Conduct, and international standards, encouraging suppliers to operate ethically, respect human rights, assume social and environmental responsibility, and comply with occupational health, safety, and environmental standards, with the goal of fostering sustainability throughout the supply chain, enhancing competitiveness, and supporting long-term sustainable growth.

#### **1.1. Scope of Policy Enforcement**

This SCOC applies to all vendors, suppliers, consultants, contractors, service providers, contract partners, sales agents, brokers, joint ventures, subsidiaries, subcontractors, and other business partners of the Company, including their employees, officers, and representatives (collectively “Suppliers”). Suppliers shall ensure that the requirements of this SCOC are clearly communicated, cascaded, and effectively implemented within their own operations and throughout their entire value chain.

All suppliers shall sign to acknowledge and strictly comply with this SCOC at all times during their business relationship with the Company.

#### **1.2. Purpose and Objectives**

This SCOC sets forth the standards and requirements that all suppliers shall comply with. The Company aims to mitigate business risks in the supply chain, strengthen partnerships, and ensure long-term stability and resilience of the supply chain, to ensure that suppliers conduct business honestly, transparently, and responsibly, in line with good corporate governance principles.

The Company emphasizes that transparency is fundamental to business success. Suppliers who become aware of, or suspect, any violation of this SCOC or applicable laws and regulations must report such concerns through the Company’s designated whistleblowing channels.



## **2. Compliance with Laws**

Suppliers shall comply with all applicable laws and regulations throughout their business engagement with the Company. This includes, but is not limited to, laws, rules, and regulations relating to corporate governance, competition, product safety, product responsibility, occupational health and safety, labor, environmental protection, intellectual property, personal data protection, and workplace equality. Where the provisions of this SCOC conflict with applicable laws or mandatory standards, suppliers shall adhere to whichever requirement is stricter or better upholds the highest ethical standards.

## **3. Standards and Requirements**

### **3.1. Business Ethics**

#### **a. Anti-Corruption and Bribery**

Suppliers shall not engage in, or permit, any form of corruption, bribery, coercion, extortion, or money laundering under any circumstances. Suppliers must not offer, promise, give, or authorize the giving of gifts, money, compensation, or any other benefit to government officials, customers, Company employees, or related parties for the purpose of obtaining business advantages or improperly influencing their actions or decisions. Suppliers shall comply with all applicable anti-corruption and anti-bribery laws and establish preventive practices and measures to ensure integrity in business conduct.

#### **b. Conflict of Interest**

Suppliers shall avoid situations or relationships that may give rise to, or appear to give rise to, a conflict of interest with the Company. Suppliers must not offer or provide gifts, entertainment, or hospitality that may be perceived as an attempt to improperly influence business decisions, including cash or items of a similar nature with a value exceeding THB 3,000. If Company employees or their family members hold any business interests in entities conducting business with the Company, such information must be disclosed to the Company promptly.

#### **c. Relationships between Company Employees and Suppliers**

Suppliers must disclose to the Company any close personal relationships with Company employees (e.g., family ties, prior employment, or business interests such as a shareholding of 10% or more, or holding control rights). Such relationships, particularly where employees are engaged in procurement activities, may influence the Company's business decisions.



#### **d. Use of Insider Information**

Suppliers shall not use the Company's non-public information for personal benefit, nor disclose such information to any third party under any circumstances.

#### **e. Intellectual Property**

Suppliers shall use the Company's trade secrets, copyrights, patents, and trademarks only as authorized under contractual agreements with the Company and as permitted by law. Suppliers must respect and shall not misuse or infringe upon the trade secrets, trademarks, copyrights, or patents of others for personal gain or disclose such information to third parties without authorization. If suppliers become aware of or suspect any misappropriation of trade secrets or infringement of the Company's intellectual property rights, they agree to promptly notify the Company so that appropriate measures can be taken to protect the shared interests.

#### **f. Confidentiality**

Suppliers shall safeguard and protect all confidential information provided by the Company, ensuring it is kept secure and not disclosed to any third party. Such information shall be used solely for conducting business with the Company. If suppliers are required by regulators, applicable laws or regulations, courts, or tribunals to disclose any confidential information, they must promptly notify the Company to discuss and cooperate in contesting such disclosure requests, and to agree on the Company's requirements regarding the form, timing, nature, and scope of any disclosure.

#### **g. Fair Competition**

Suppliers shall not engage in any business conduct that is unethical, unfair, anti-competitive, or unlawful. Such conduct may include, but is not limited to, the following:

- Theft of proprietary information, possession of trade secrets obtained without the owner's consent, or inducing current or former employees of another company to disclose such information.
- Seeking unfair advantage through manipulation, concealment of information, misuse of data, provision of false information, or engaging in other forms of unlawful business practices.
- Participation in price-fixing, bid-rigging, market share manipulation, customer allocation, or other unlawful activities of a similar nature.



#### **h. Integrity in Business Dealings**

Suppliers shall not provide any false, inaccurate, or misleading information in any transaction with the Company. This includes, but is not limited to, verbal misrepresentations, the use or endorsement of fraudulent or forged documents such as fictitious purchase orders, fraudulent contracts, fabricated notification letters, inaccurate, or misleading records.

Suppliers shall maintain complete and accurate records of all transactions with the Company and must allow the Company to review relevant information as necessary, including audits or transparency reviews conducted in accordance with contractual requirements.

#### **i. Protection of Personal Data**

Suppliers shall collect, use, and process personal data solely for lawful business purposes in a fair, transparent, and secure manner, ensuring protection against loss, misuse, unauthorized access, alteration, or disclosure. Suppliers shall strictly comply with the Personal Data Protection Act (PDPA) and must implement adequate technical and organizational measures to prevent, detect, and respond to any personal data breaches.

#### **j. Anti-Money Laundering Regulations**

Suppliers shall comply with all applicable laws and regulations on anti-money laundering and counter-terrorist financing. Suppliers must ensure that all funds provided to or received from the Company originate from legitimate and lawful sources.

### **3.2. Human rights and labor practices**

#### **a. Child Labor/Underage Labor**

Suppliers shall not employ any child labor, underage workers, or young workers in hazardous conditions in the production or distribution of goods or services. For this purpose, “underage” means any person below the minimum legal working age as defined by applicable labor laws in each country of operation and, in all cases, shall not be less than the age requirements established under International Labour Organization (ILO) conventions.

#### **b. Treatment of Female Workers**

Suppliers shall treat female workers, including pregnant employees, fairly and in compliance with applicable laws. Female employees must not be assigned to work or conditions that may endanger their health or safety. Pregnant employees must receive the protections and benefits required by law, and



suppliers shall ensure non-discrimination in hiring, promotion, or termination decisions related to gender or pregnancy.

**c. Freedom of Association and Collective Bargaining**

Suppliers shall respect the rights of employees and workers to freedom of association, peaceful assembly, and collective bargaining in compliance with applicable laws. This includes respecting workers' rights to freely express opinions, and participate in workplace dialogue without fear of retaliation, discrimination, or harassment.

**d. Forced Labor**

Suppliers shall not use any form of forced labor, including involuntary prison labor, slavery, bonded labor, or human trafficking, nor tolerate practices such as corporal punishment, coercion, confinement, threats, intimidation, harassment, or violence in any form. Suppliers shall ensure that all terms of employment are voluntary and that workers have the right to terminate their employment contract with reasonable prior notice as permitted by law. Suppliers must not coerce workers into involuntary work or adopt practices that restrict their right to leave employment, such as withholding or destroying workers' passports, identity documents, work permits, or other personal property.

**e. Employment Status**

Suppliers shall employ workers with legal employment status and provide complete and accurate employment documentation.

**f. Working Hours and Rest Days**

Suppliers shall comply strictly with applicable labour laws concerning working hours, rest days, and overtime compensation.

**g. Fair Remuneration and Benefits**

Suppliers shall ensure that remuneration provided to employees complies with applicable wage legislation, including minimum wage requirements, overtime compensation, and legally mandated benefits. Suppliers shall provide employees with clear written information on wages, benefits, and other entitlements in a language that is understandable to them.

**h. Non-discrimination**

Suppliers shall ensure that no form of discrimination occurs in recruitment, wages, benefits, promotion, termination, or retirement on the grounds of gender, race, religion, age, nationality, social or ethnic origin, sexual orientation, pregnancy, marital status, political opinion, disability, or social status.

#### **i. Disciplinary Practices**

Suppliers shall not engage in or tolerate any form of corporal punishment, psychological coercion, or verbal abuse against employees. Disciplinary measures must not include monetary fines or wage deductions as a form of punishment.

#### **j. Fair and Equal Treatment**

Suppliers shall treat all employees with dignity, respect, and fairness. Recruitment, development, remuneration, and promotion processes shall be conducted in a transparent, honest, and fair manner. Suppliers shall establish channels for employees to raise concerns and ensure that workers' views and feedback are considered in good faith.

#### **k. Occupational Health and Safety**

Suppliers shall provide a safe, healthy, and conducive working environment for their personnel, in full compliance with all applicable laws and regulations. To ensure workplace safety, suppliers must implement appropriate measures, which may include but are not limited to providing safety training to reduce the risk of accidents, injuries, and health hazards in the workplace. They must also provide personal protective equipment when necessary and establishing safe limits and procedures for manual handling, including lifting, carrying, pulling, and transporting loads. In addition, suppliers shall ensure access to clean drinking water, sanitary restrooms, and first-aid facilities. They are further required to conduct fire drills and establish emergency evacuation plans, as well as provide fire protection and emergency equipment, escape routes, and emergency training to safeguard employees against potential fire hazards. Employees must receive adequate and ongoing training relevant to occupational health and safety risks in their workplace.

#### **l. Decent Working Hours**

Suppliers shall not require employees to work more hours than allowed by applicable laws and shall ensure adequate rest breaks. Overtime shall be compensated at the rate required by law. Workloads must be reasonable, not excessive, and assigned with due regard to the physical and mental well-being of employees.

#### **m. Indigenous Peoples and Land Rights**

Suppliers shall respect the rights of indigenous peoples and local communities. All acquisitions of land shall be based on free, prior, and informed consent (FPIC) and in accordance with applicable laws, regulations, and internationally recognized standards. The use of land shall not undermine livelihoods, culture, or identity of local communities.



### **3.3. Environmental Guidelines**

#### **a. Environmental Compliance, Permits, and Standards**

Suppliers shall comply with all applicable environmental laws, regulations, and standards throughout their production and service processes. Suppliers must use natural resources efficiently and cost-effectively, including energy, soil, and water. Suppliers shall avoid deforestation, encroachment on natural areas, degradation of ecosystems, and biodiversity loss. Suppliers are expected to establish robust environmental management systems and report environmental information transparently, including quantitative and qualitative information such as greenhouse gas emissions.

#### **b. Environmental Impact Reduction and Climate Change**

Suppliers, as part of the Company's supply chain, shall take responsibility for their environmental impacts by following the 3R principles: Reduce, Reuse, and Recycle. They shall also implement internal measures to protect the environment and biodiversity in the areas where their facilities are located. Such measures may include:

- Using resources, raw materials, water, and energy efficiently with continuous improvement in efficiency, and ensuring proper management of waste, wastewater, greenhouse gas emissions, and air pollution.
- Sourcing raw materials responsibly and considering the use of environmentally friendly substitute materials.
- Supporting green initiatives, promoting circular economy practices, and increasing the adoption of renewable energy where feasible.

#### **c. Safe Handling, Storage, and Transportation of Chemicals**

Suppliers shall comply with the highest standards in handling, storing, and transporting chemicals, with the safety of employees, communities, and the environment as the primary consideration. Suppliers shall have robust risk management systems in place to thoroughly identify the causes and impacts of risks associated with all types of chemicals. They shall also establish clear operating procedures in full compliance with applicable laws and chemical safety standards, and ensure that the transportation of chemicals strictly complies with hazardous materials regulations to prevent leaks, spills, and accidents.

#### d. Forest Conservation

Suppliers shall strictly comply with all applicable forestry and environmental conservation laws and regulations. They must not engage in, or be complicit with, any form of forest encroachment, destruction, or illegal trade. Suppliers shall ensure transparent sourcing of raw materials with traceability to confirm that no raw materials are sourced from protected or high conservation value areas, thereby safeguarding biodiversity and the integrity of ecosystems and natural habitats.

#### 4. Reporting Violations of the Code of Conduct

The Company and suppliers shall work together to ensure that prompt and consistent actions are taken to address any violations of this Code of Conduct. If a supplier is aware of or suspects any act that may potentially violate this SCOC, the supplier shall promptly report it to the Company through the designated whistleblowing channels as follows:

##### 4.1 E-mail

- to the Chairman of the Audit Committee: [auditcommittee@nrinstant.com](mailto:auditcommittee@nrinstant.com)
- to Group Compliance and Internal Process: [compliance\\_internalprocess@nrinstant.com](mailto:compliance_internalprocess@nrinstant.com)

##### 4.2 Corporate website

Reports may be submitted through the Company's Whistleblowing system via the "Whistleblowing Form":

<https://www.nrinstant.com/en/corporate-governance/anti-corruption/whistleblowing>

This is a named report, which will be submitted directly to the Chairman of the Audit Committee and the Group Compliance and Internal Process.

##### 4.3 Post

Send a sealed letter to the Chairman of the Audit Committee or Group Compliance and Internal Process:

NR Instant Produce Public Company Limited

Head Office: 99/1 Moo 4, Khae Rai, Krathum Baen, Samut Sakhon 74110 Thailand.

##### 4.4 Complaint boxes

Sealed letters may be submitted to the Chairman of the Audit Committee or to the Compliance and Internal Process Department by placing them in the complaint boxes installed at three locations within the head office of NR Instant Produce Public Company Limited, as follows:

- In front of the cafeteria
- In front of the heating control room (Boiler Control Zone)



- At the entrance to the restroom of Production Department 6

(The boxes shall be opened by the Audit Committee, or the Chief Executive Officer, or a representative authorized by the Chairman of the Audit Committee, or Group Compliance and Internal Process.)

## **5. Compliance with this Code of Conduct**

The Company reserves the right to monitor and verify compliance with this Code of Conduct, either directly or through third parties, including through inspections at the supplier's premises. Suppliers must fully cooperate by providing the necessary documents and information to demonstrate compliance with this SCOC.

If the Company has reasonable grounds to suspect that a supplier has violated this SCOC, the Company reserves the right to request additional information or documents, including business accounts and records, and suppliers must grant access to such information as requested by the Company.

Should a supplier be found in breach of this SCOC and fail to implement appropriate corrective actions within the specified timeframe, the Company reserves the right to take any appropriate actions against the supplier, taking into account the impact and damages incurred.

## **6. Governance**

The Chief Operating Officer (COO) and the Human Resources and Administration Manager are responsible for overseeing the implementation of this Code of Conduct in an independent, transparent, and fair manner. This SCOC may be revised to align with the Company's values, best practices, applicable laws, and regulations. Any updates or amendments will be communicated appropriately to suppliers. Any waiver of the provisions of this SCOC must be approved only by COO and disclosed as required by applicable laws or regulations.

This SCOC shall take effect from 15 August 2025 onwards.



### Acknowledgement and Commitment

I hereby acknowledge that I have read, understood, and agree to comply with this Supplier Code of Conduct. I agree to strictly comply with its requirements in conducting business with NR Instant Produce Public Company Limited and its affiliates to the best of my ability. I further agree to communicate and cascade these requirements to all relevant employees and workers, and to ensure compliance. I also consent to the Company's conducting reviews and assessments of my operations to ensure compliance with the intent of this Supplier Code of Conduct.

☐ I confirm that I have no personal or family relationship with any employee of the Company.

☐ I hereby declare that I have a relationship with an employee of the Company and have attached details for the Company's review and consideration.

(Note: Such relationships may include close family ties, former employment, or business interests in the same entity, such as holding 10% or more of shares, or exercising control over the entity.)

As evidence of acknowledgment, I hereby affix my signature and, where applicable, the corporate seal.

Name of Company / Legal Entity / Full Name of Supplier: .....

Address:.....  
.....  
.....

Telephone: ..... Email: .....

Company Seal / Stamp (if any):

Signature .....

Full Name in Block Letters (.....)

Authorized Signatory

Position: .....

Date: .....