

Supplier Code of Conduct

1. Purpose and Scope

Amhil Enterprises ("Amhil") is committed to conducting business responsibly, ethically and in compliance with applicable laws and regulations.

This Supplier Code of Conduct ("Code") establishes Amhil's expectations for suppliers, contractors, service providers and other business partners that provide goods or services to Amhil ("Suppliers").

Suppliers are expected to comply with applicable laws and regulations in the jurisdictions in which they operate and with the standards set out in this Code. Suppliers are also expected to communicate applicable requirements of this Code to relevant suppliers, subcontractors, recruitment agencies and labour providers involved in providing goods or services to Amhil.

Where applicable law establishes a higher standard than this Code, the applicable legal requirement will prevail.

2. Forced Labour and Human Trafficking

Suppliers shall not use or benefit from forced, bonded, indentured, involuntary or compulsory labour, debt bondage, slavery, human trafficking or prison labour that is not voluntary.

Employment must be freely chosen, and workers must be free to leave their employment in accordance with applicable laws and the terms of their employment.

Suppliers shall not:

- use threats, violence, coercion, abuse or intimidation to compel individuals to work;
- require workers to surrender passports, government-issued identification, work permits or other personal documents as a condition of employment, except where temporary possession is legally required for legitimate administrative purposes;
- unreasonably restrict workers' freedom of movement;
- require workers to pay recruitment fees or incur unreasonable debt as a condition of employment; or
- knowingly source goods or services produced using forced labour or human trafficking.

Suppliers shall comply with applicable laws relating to forced labour and child labour and shall not knowingly supply to Amhil goods that are produced or manufactured, in whole or in part, using forced labour or child labour.

Suppliers are expected to take reasonable steps to identify and address forced labour and child labour risks within their operations and supply chains.

3. Child Labour

Suppliers shall not employ child labour and shall comply with all applicable minimum-age and employment laws.

Workers under the age of 18 shall not perform work that is hazardous, interferes with their education or is otherwise prohibited by applicable law.

Suppliers are expected to maintain reasonable processes for verifying workers' age and eligibility for employment, consistent with applicable privacy and employment laws.

4. Employment and Labour Practices

Suppliers shall treat workers fairly, respectfully and with dignity and shall:

- comply with applicable laws governing wages, benefits, working hours, overtime, rest periods and leave;
- maintain employment practices free from unlawful discrimination, harassment, abuse and retaliation;
- provide workers with appropriate information regarding the terms and conditions of their employment;
- respect workers' lawful rights of association and collective bargaining; and
- maintain employment records as required by applicable law.

5. Health and Safety

Suppliers shall provide workers with a safe and healthy working environment and comply with applicable occupational health and safety laws.

Suppliers are expected to identify and appropriately manage workplace hazards, provide necessary protective equipment and safety information, and maintain appropriate procedures for workplace incidents and emergencies.

6. Business Ethics and Integrity

Suppliers shall conduct business ethically and with integrity.

Suppliers shall not engage in bribery, corruption, fraud, extortion, embezzlement or other unlawful business practices.

Suppliers shall comply with applicable anti-bribery, anti-corruption, competition, trade and sanctions laws and take reasonable measures to identify and appropriately manage conflicts of interest. Suppliers shall maintain accurate business records and shall not knowingly provide false or misleading information to Amhil.

7. Supply-Chain Due Diligence

Amhil expects Suppliers to take reasonable measures, appropriate to the nature and circumstances of their business, to identify and manage material labour and human-rights risks within their operations and supply chains.

Relevant risk considerations may include:

- geographic or country risk;
- industry and commodity risk;
- recruitment and employment practices;
- use of temporary, migrant or contract labour;
- supplier and subcontractor practices; and
- other circumstances that may increase the risk of forced labour or child labour.

Where reasonably requested, Suppliers are expected to cooperate with Amhil's supply-chain due diligence activities and provide relevant information regarding their operations and supply chains.

8. Supplier Monitoring and Assessment

Amhil may request information or documentation reasonably necessary to assess a Supplier's compliance with this Code.

Depending on the circumstances and level of identified risk, Amhil may use supplier questionnaires, certifications, documentation reviews, assessments or other appropriate due diligence measures.

Suppliers are expected to reasonably cooperate with such requests and provide information that is accurate and complete to the best of their knowledge.

Where appropriate and subject to applicable contractual terms and law, Amhil may request additional review of matters relating to compliance with this Code.

9. Reporting Concerns

Suppliers are expected to promptly raise material concerns relating to suspected violations of this Code, including suspected forced labour, child labour, human trafficking or other serious labour or human-rights concerns associated with goods or services supplied to Amhil.

Suppliers shall not retaliate against any worker or other person who, in good faith, raises a concern or participates in an investigation.

Concerns may be reported through applicable Amhil business contacts or other reporting channels communicated by Amhil.

10. Corrective Action and Remediation

Where Amhil becomes aware of a potential violation of this Code, Amhil may request additional information and work with the Supplier to understand the circumstances.

Where appropriate, Amhil may require corrective action within a reasonable timeframe. Depending on the nature and severity of the issue, actions may include:

- ceasing or correcting the non-compliant practice;
- developing and implementing a corrective action plan;
- providing evidence that corrective measures have been completed;
- additional monitoring or follow-up;
- suspension of new business; or
- termination of the business relationship where serious violations are not appropriately addressed, subject to applicable contractual rights and legal requirements.

Where forced labour or child labour is identified, remediation should take into consideration the welfare of affected individuals and seek to avoid unintended adverse consequences to vulnerable workers and families.

11. Supplier Supply Chains

Suppliers are expected to communicate applicable labour and human-rights expectations to relevant suppliers, subcontractors, recruitment agencies and labour providers involved in providing goods or services to Amhil.

Suppliers should take reasonable steps, proportionate to identified risks, to promote responsible labour practices within their own supply chains.

12. Compliance with this Code

Compliance with this Code is an important consideration in Amhil's supplier relationships.

Amhil recognizes that supply-chain due diligence is an evolving process and may work with Suppliers to address identified issues and improve practices where appropriate.

Serious violations of this Code, failure to reasonably cooperate with due diligence requests, knowingly providing false or misleading information, or failure to appropriately address material non-compliance may result in reconsideration, suspension or termination of the Supplier's relationship with Amhil, subject to applicable contractual rights and legal requirements.



13. Supplier Acknowledgement

By signing below, the Supplier acknowledges that it has received and reviewed Amhil's Supplier Code of Conduct and understands the standards and expectations applicable to its business relationship with Amhil.

Supplier Legal Name	
Authorized Representative	
Title	
Signature	
Date	