



GROBEST

Partner Code of Conduct

Version 2.0, July 2024



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GROBEST
Partner Code of Conduct

Introduction

Grobest Group Limited and its subsidiaries (“**Grobest**”) was built on a foundation of fairness, honesty, integrity. We strive to preserve the foundation by bringing these to our everyday business practices, including a respect for human rights and a commitment to safe, responsible and sustainable growth. This Partner Code of Conduct (the “**Code**”) is based on the standards created by the International Labour Organization, the United Nations Guiding Principles on Business and Human Rights, and the UK Modern Slavery Act.

Grobest intends to work only with reputable suppliers, distributors and business partners (“**Partners**”) who share in our commitment to operate ethically, in compliance with all applicable laws, and in conformance with the standards outlined in this Code. This Code explains how we expect all of our business partners to operate. Failure to meet that obligation can lead to termination of a Partner’s contract.

Scope

Partners in this Code means all suppliers, including but not limited to ingredient manufacturers, service agencies, distributors and business partners with whom Grobest contracts.

Some requirements in this Code only apply to raw material suppliers. Raw Materials refer to marine ingredients, plant ingredients, feed stuffs (e.g., land animals, algae, insect), feed additives (i.e., premixes, vitamins, minerals, trace elements and colourants) and packaging materials.

The Code may be adapted to the complexity of the contract, but all of Grobest’s Partners are expected to operate in accordance with applicable local and international laws, regulations and standards regarding human rights.

Standards of Conduct

1. Comply with Law and Code

Grobest requires its Partners to operate in accordance with the principles in this Code and to comply with all applicable laws and regulations that govern their business activities.

Partners should also work with their own suppliers to promote business conduct consistent with the principles in this Code.

2. Anti-corruption and Business ethics

Partners or any parties on behalf of them may not offer or accept any bribes, kickbacks, advantages or other corrupt practices in conducting business. Partners shall comply with relevant laws, regulations and applicable provisions, specifically international anti-corruption standards, including those stated in the UN Global Compact, international and local anti-corruption and bribery laws. Partners should avoid any conflict of interest relating to financial interests or other arrangements with Grobest employees that may be considered a bribe or otherwise inappropriate.

3. Records, Information and Data Protection

Partners shall maintain genuine and honest books and records that reflect all transactions in an accurate and timely manner. Information (including personal data) is an important business asset that must be protected to avoid unwanted disclosure that may harm Grobest business operations, our brand and stakeholders. Partners are responsible for safeguarding against abuse or misuse of such information and should not disclose any confidential information to external parties outside Grobest without Grobest’s permission.

4. Labour Rights

- 4.1. Child labour shall not be used, supported or permitted. While the term “child” is ultimately defined by local law, no Partner may employ any individual under the age of fifteen. Individuals under the age of eighteen may not be employed to perform hazardous tasks.
- 4.2. Any form of forced labour is strictly forbidden. This includes, but is not limited to:
 - a. Involuntary prison labour or any form of bonded labour shall not be used under any circumstances.
 - b. Workers shall not be required to pay hiring-related fees to employers, agents or labour brokers outside legally allowed fees. All fees charged to workers must be disclosed in advance and documented in a language that the workers understand.
 - c. Workers shall not be required to hand over government issued identification papers, passports or work permits as a condition of employment.
 - d. Workers are free to leave upon delivery of reasonable notice.

- e. Workers shall not be kept involuntarily on site outside of a work shift.
 - f. Workers shall not be required to reside in employer-operated accommodation as a condition of employment for non-remote, readily accessible, operations.
 - g. Workers are allowed to freely move around the workplace in order to use sanitary facilities and have access to potable drinking water during their work shift.
- 4.3. Partners are to respect the rights of workers to associate freely, including to join (or not to join) a labour union as any individual worker sees fit.
- 4.4. Discrimination or harassment on the basis of race, color, caste, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status will not be tolerated.
- 4.5. Partners are to contract with workers in a transparent manner and to compensate workers competitively relative to the industry and local labour market, in accordance with the terms of applicable collective bargaining agreements (if any), and in compliance with both the letter and spirit of local wage laws. Partners shall have disciplinary practices that respect the dignity and health of the worker, and shall not make deductions as a form of discipline. Any other deductions (e.g., for lodging, uniforms or supplies) must be made with the express consent of the worker unless required by law. Under no circumstances may a deduction bring the worker's take home pay below what is mandated by law and necessary to meet a worker's basic needs and to provide some discretionary income for the worker.
- 4.6. Working hours must comply with all national laws and industry standards. Overtime must be voluntary and compensated as required by relevant laws.
- 4.7. Harsh and inhumane treatment is strictly forbidden. This means that physical abuse or discipline (or threat thereof), verbal abuse, sexual or other harassment are not permitted and will not be tolerated.
- 4.8. Partners shall have a grievance mechanism accessible and applicable to all workers, including requirements for non-retaliation.
- 4.9. Partners must provide a safe and hygienic working environment and worker accommodation (where this is provided by Partners). Where the workplace is not readily accessible and public transportation is not available, Partners shall offer workers reasonable and safe transportation to leave the premises.
- 4.10. Respect for indigenous and tribal people's rights - where applicable, Partners should proactively engage with the local indigenous and tribal people to periodically identify, avoid or mitigate significant negative social impacts resulting from activities of the Partners, including an effective grievance procedure accessible and applicable to the indigenous and tribal people.

5. Environment

Partners shall comply with relevant environmental laws and regulations. Resources shall be used in an efficient and sustainable way and Partners should strive to minimize their greenhouse gas emissions and other negative impacts on biodiversity, water, energy use, and the environment. Partners should implement a systematic approach to identify, monitor, control, treat and dispose of waste and effluents responsibly, with particular care taken for waste that contains substances known to be hazardous to people and the environment.

6. Product Safety and Quality (this section is applicable only to raw material suppliers)

For raw material suppliers, they shall operate an effective quality system based on Hazard Analysis Critical Control Points (HACCP) principles. For products that lay claim to any certifications or identity preserved schemes, integrity of the certification should be maintained throughout the supply chain until delivery to Grobest. The suppliers shall put in place procedures to ensure that products that are manufactured for and/or delivered to Grobest:

- a. Comply with all applicable national and international legislation as well as regulatory guidelines of the destined country(ies) in relation to feed industry standards, safety regulations, packaging labelling and quality assurance systems.
- b. Follow applicable requirements set by Grobest, depending on destined plant's certification requirements such as requirements stated in ISO 22000/ HACCP, BAP, ASC etc.
- c. Comply with the agreed product specifications and provide the necessary analysis report for each product delivery,
- d. Fall within shelf life and be suitable and safe for its intended use.
- e. Are free from biological, chemical and physical contamination.

7. Traceability (this section is applicable only to raw material suppliers)

Suppliers shall implement traceability systems that enable the products sold to Grobest to be traced back to the country of origin and manufacturer for each delivery. A defined traceability system shall be required in order to identify matching-Grobest qualified products from non-matching products. For marine products, suppliers shall also provide species and fishery origin (FAO Area) for each delivery.



8. Sustainable Sourcing of Marine Products

- a. **Scope:** This section applies to all suppliers of marine products used in our supply chain including traders, agents or processors. This includes, but is not limited to, fishmeal and fish oil processed from fish, squid and krill caught whole, by-products from fishery processing and by-products from aquaculture.
- b. **Certification:** Grobest subscribes to and promotes the principles of the Food And Agriculture (FAO) Code of Conduct for Responsible Fisheries through the development and adoption of the International Fishmeal and Fish Oil responsible supply program. Hence, Grobest encourages suppliers to obtain recognized third-party certifications from MarinTrust (formerly known as International Fishmeal & Fish Oil Organization IFFO RS), Marine Stewardship Council (MSC) and Friend of the Sea (FOS) that demonstrate compliance with the criteria specified in those Codes. Alternatively, suppliers are encouraged to join active and approved Improvers Programs as verified by IFFO or the Sustainable Fisheries Partnership (SFP) or World Wildlife Fund (WWF) or other equivalent fishery improvement projects.
- c. **Responsible Sourcing:** Suppliers must demonstrate that measures are taken to ensure the responsible sourcing of legal, regulated and reported marine ingredients and avoidance of ingredients sourced from Illegal, Unreported and Unregulated (IUU) fishing activity nor sourced from vessels officially listed as engaging in IUU fishing activity. This can be achieved by, but not limited to, sourcing from marine ingredients with assurance from national, regional or international governing bodies such as Thailand Marine Catch Purchasing Document (MCPD). Species of whole fish and by-products shall not be in the list of CITES appendices (Convention on International Trade in Endangered Species of Wild Fauna and Flora), or be categorized by the IUCN as Endangered or Critically Endangered. Marine products shall not originate from natural mortalities including diseases.

9. Sustainable Sourcing of Soya Products

- a. **Scope:** This section applies to all suppliers of soya products used in our supply chain including traders, agents or processors. This includes, but is not limited to, soybean meal, soy oil, soy lecithin processed and other soy derivatives from soybean.
- b. **Certification:** Grobest subscribes to and promotes the principles of responsible soya programs including ProTerra, RTRS (Round Table for Responsible Soy), SSAP (Soybean Sustainability Assurance Protocol), organic, and standards compliant with the European Feed Manufacturers' Federation (FEFAC) Guidelines, all of which prohibit illegal deforestation. For all soy inputs, whether certified or not, feed mills shall set clear goals for: traceability to country of origin, verification of chains of custody, exclusion of material derived from illegal deforestation, and exclusion of material derived from ecologically sensitive areas.
- c. **Good Agriculture Practices:** To ensure product safety and an eco-friendly environment, Grobest encourages suppliers to implement good agriculture practices that can prevent climate change, conserve water resources, and protect our land. Relevant practices include as follows: lower carbon footprint contributed from soya ingredients; develop standard of exhaust emission; properly handle the waste disposal; set limitation on the usage of pesticides and agrochemicals. Suppliers are expected to convey the concept of good agricultural practices among local soya farmers and further put into practice.



Implementation

All Grobest Partners shall adhere to the contents of this Code and comply with all relevant policies and procedures as required by Grobest.

Partners have the responsibility to inform their employees, subsidiaries and any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products:

- a. about the contents of this Code and to procure their compliance; and
- b. that they may report any violation or suspected violations of the Code without fear or reprisal through our ethics hotline or contact us at ethics@grobest.com

Partners will adopt a reasonable system to monitor and audit compliance with the above standards by their own employees, in their own operations and by any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products.

Partners will keep accurate, complete and honest records related to Grobest's business which Grobest has the right to monitor to confirm compliance of Partners. Partners agree to make records and other documentation available, in connection with Grobest's business, for review and audit.

Grobest is committed to engaging with Partners to improve practices and alignment with this Code. However, a deliberate violation of this Code may lead to suspension of further services, payment or termination of all business connections, in whole or in part, with immediate effect.

This Code is translated into other languages. In case of any inconsistency between languages, the English version shall prevail.

Version 2.0 approved by the Grobest Board of Management, July 2024

By signing acceptance of this Code, the Partner confirms it has received, read, understood and agreed to comply with the Grobest Partner Code of Conduct.

Company Name:

Signature:

Name and Title:

Date:



Addendum

Additional Terms and Conditions applicable to local requirements

By signing acceptance of this addendum, the Partner confirms it has received, read, understood and agreed to comply with the above additional terms and conditions along with the Grobest Partner Code of Conduct.

Company Name:

Signature:

Name and Title:

Date:



[Bahasa Indonesia]

Partner Code of Conduct
Kode Etik Mitra

GROBEST

Partner Code of Conduct | Kode Etik Mitra

Introduction | Pendahuluan

Grobest Group Limited and its subsidiaries (“**Grobest**”) was built on a foundation of fairness, honesty, integrity. We strive to preserve the foundation by bringing these to our everyday business practices, including a respect for human rights and a commitment to safe, responsible and sustainable growth. This Partner Code of Conduct (the “**Code**”) is based on the standards created by the International Labour Organization, the United Nations Guiding Principles on Business and Human Rights, and the UK Modern Slavery Act. | Grobest Group Limited dan anak perusahaan (“**Grobest**”) dibangun atas dasar **keadilan, kejujuran, integritas**. Kami berupaya mempertahankan asas tersebut dengan menerapkannya dalam praktik bisnis sehari-hari, termasuk menghormati hak asasi manusia dan berkomitmen terhadap pertumbuhan yang aman, bertanggung jawab, dan berkelanjutan. Kode Etik Mitra ini (“**Kode Etik**”) didasarkan pada standar yang dibuat oleh Organisasi Perburuhan Internasional, Prinsip-Prinsip Panduan Perserikatan Bangsa-Bangsa tentang Bisnis dan Hak Asasi Manusia, serta Undang-Undang Perbudakan Modern Inggris.

Grobest intends to work only with reputable suppliers, distributors and business partners (“**Partners**”) who share in our commitment to operate ethically, in compliance with all applicable laws, and in conformance with the standards outlined in this Code. This Code explains how we expect all of our business partners to operate. Failure to meet that obligation can lead to termination of a Partner’s contract. | Grobest bermaksud untuk bekerja hanya dengan pemasok, distributor, dan mitra bisnis terkemuka (“**Mitra**”) yang juga berkomitmen untuk beroperasi secara etis, mematuhi semua hukum yang berlaku, dan sesuai dengan standar yang diuraikan dalam Kode Etik ini. Kode Etik ini menjabarkan tentang cara semua mitra bisnis kami beroperasi. Kegagalan dalam memenuhi kewajiban tersebut dapat mengakibatkan pemutusan kontrak Mitra.

Scope | Ruang Lingkup

Partners in this Code means all suppliers, including but not limited to ingredient manufacturers, service agencies, distributors and business partners with whom Grobest contracts. | Dalam Kode Etik ini, **Mitra** merujuk pada semua pemasok, termasuk tetapi tidak terbatas pada produsen bahan, agen layanan, distributor, dan mitra bisnis yang menjalin kontrak dengan Grobest.

Some requirements in this Code only apply to raw material suppliers. Raw Materials refer to marine ingredients, plant ingredients, feed stuffs (e.g., land animals, algae, insect), feed additives (i.e., premixes, vitamins, minerals, trace elements and colourants) and packaging materials. | Beberapa persyaratan dalam Kode Etik ini hanya berlaku untuk pemasok bahan baku. Bahan Baku merujuk pada bahan-bahan laut, bahan-bahan nabati, bahan pakan (misalnya, hewan darat, alga, serangga), bahan tambahan pakan (misalnya, premiks, vitamin, mineral, elemen jejak dan pewarna) serta bahan pengemas.

The Code may be adapted to the complexity of the contract, but all of Grobest’s Partners are expected to operate in accordance with applicable local and international laws, regulations and standards regarding human rights. | Kode Etik ini dapat disesuaikan dengan kompleksitas kontrak, tetapi semua Mitra Grobest diharapkan untuk beroperasi sesuai dengan hukum, peraturan, dan standar lokal serta internasional yang berlaku terkait hak asasi manusia.

Standards of Conduct | Standar Perilaku

1. Comply with Law and Code | Mematuhi Hukum dan Kode Etik

Grobest requires its Partners to operate in accordance with the principles in this Code and to comply with all applicable laws and regulations that govern their business activities. | Grobest mengharuskan Mitra untuk beroperasi sesuai dengan prinsip-prinsip dalam Kode Etik ini dan mematuhi semua hukum dan peraturan yang berlaku yang mengatur kegiatan bisnis mereka.

Partners should also work with their own suppliers to promote business conduct consistent with the principles in this Code. / Mitra juga harus bekerja sama dengan pemasok mereka sendiri untuk menerapkan perilaku bisnis yang konsisten dengan prinsip-prinsip dalam Kode Etik ini.

2. Anti-corruption and Business ethics | Anti Korupsi dan Etika Bisnis

Partners or any parties on behalf of them may not offer or accept any bribes, kickbacks, advantages or other corrupt practices in conducting business. Partners shall comply with relevant laws, regulations and applicable provisions, specifically international anti-corruption standards, including those stated in the UN Global Compact, international and local anti-corruption and bribery laws. Partners should avoid any conflict of interest relating to financial interests or other arrangements with Grobest employees that may be considered a bribe or otherwise inappropriate. | Mitra atau pihak mana pun yang mewakilinya tidak boleh menawarkan atau menerima suap, imbalan, keuntungan, atau praktik korupsi lainnya dalam menjalankan bisnis. Mitra harus mematuhi undang-undang, peraturan, dan ketentuan yang berlaku, khususnya standar anti korupsi internasional, termasuk yang tercantum dalam Pakta Global PBB, undang-undang anti korupsi dan penyuapan internasional dan lokal. Mitra harus menghindari segala bentuk konflik kepentingan terkait dengan kepentingan finansial atau pengaturan lain dengan karyawan Grobest yang dapat dianggap sebagai suap atau tidak pantas.

3. Records, Information and Data Protection | Catatan, Informasi, dan Perlindungan Data

Partners shall maintain genuine and honest books and records that reflect all transactions in an accurate and timely manner. Information (including personal data) is an important business asset that must be protected to avoid unwanted disclosure that may harm Grobest business operations, our brand and stakeholders. Partners are responsible for safeguarding against abuse or misuse of such information and should not disclose any confidential information to external parties outside Grobest without Grobest's permission. | Mitra harus mengurus pembukuan dan catatan yang asli dan jujur yang mencerminkan semua transaksi secara akurat dan tepat waktu. Informasi (termasuk data pribadi) merupakan aset bisnis penting yang harus dilindungi untuk menghindari pengungkapan yang tidak diinginkan yang dapat merugikan operasi bisnis Grobest, merek kami, dan para pemangku kepentingan. Mitra bertanggung jawab untuk menjaga keamanan dari penyalahgunaan informasi tersebut dan tidak boleh mengungkapkan informasi rahasia apa pun kepada pihak luar selain Grobest tanpa izin Grobest.

4. Labour Rights | Hak Buruh

- 4.1. Child labour shall not be used, supported or permitted. While the term "child" is ultimately defined by local law, no Partner may employ any individual under the age of fifteen. Individuals under the age of eighteen may not be employed to perform hazardous tasks. | Pekerja anak tidak boleh digunakan, didukung atau diizinkan. Meskipun istilah "anak" merujuk pada definisi oleh hukum setempat, tidak ada Mitra yang boleh mempekerjakan individu di bawah usia lima belas tahun. Individu yang berusia di bawah delapan belas tahun tidak boleh dipekerjakan untuk melakukan tugas berbahaya.
- 4.2. Any form of forced labour is strictly forbidden. This includes, but is not limited to: | Segala bentuk kerja paksa dilarang keras. Hal ini termasuk, tetapi tidak terbatas pada:
- a. Involuntary prison labour or any form of bonded labour shall not be used under any circumstances. / Kerja paksa di penjara atau bentuk kerja terikat apa pun tidak boleh digunakan dalam kondisi apa pun.
 - b. Workers shall not be required to pay hiring-related fees to employers, agents or labour brokers outside legally allowed fees. All fees charged to workers must be disclosed in advance and documented in a language that the workers understand. / Pekerja tidak boleh diharuskan membayar biaya terkait perekrutan kepada pemberi kerja, agen, atau perantara tenaga kerja di luar biaya yang diizinkan secara hukum. Semua biaya yang dibebankan kepada pekerja harus diungkapkan terlebih dahulu dan didokumentasikan dalam bahasa yang dipahami oleh pekerja.
 - c. Workers shall not be required to hand over government issued identification papers, passports or work permits as a condition of employment. / Pekerja tidak diharuskan menyerahkan dokumen identitas yang dikeluarkan pemerintah, paspor, atau izin kerja sebagai syarat kerja.
 - d. Workers are free to leave upon delivery of reasonable notice. / Pekerja bebas untuk keluar setelah memberikan pemberitahuan yang wajar.
 - e. Workers shall not be kept involuntarily on site outside of a work shift. / Pekerja tidak boleh ditahan di lokasi kerja tanpa keinginan sendiri di luar waktu giliran kerja.
 - f. Workers shall not be required to reside in employer-operated accommodation as a condition of employment for non-remote, readily accessible, operations. / Pekerja tidak diharuskan untuk tinggal di akomodasi yang diurus oleh pemberi kerja sebagai syarat pekerjaan untuk operasi yang tidak terpencil dan mudah diakses.
 - g. Workers are allowed to freely move around the workplace in order to use sanitary facilities and have access to potable drinking water during their work shift. | Pekerja diperbolehkan bergerak bebas di tempat kerja untuk menggunakan fasilitas sanitasi dan memiliki akses terhadap air minum selama giliran kerja mereka.
- 4.3. Partners are to respect the rights of workers to associate freely, including to join (or not to join) a labour union as any individual worker sees fit. | Mitra harus menghormati hak pekerja untuk berserikat secara bebas, termasuk bergabung (atau tidak bergabung) dengan serikat pekerja sesuai dengan keinginan pekerja masing-masing.
- 4.4. Discrimination or harassment on the basis of race, color, caste, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status will not be tolerated. | Tidak ada toleransi pada diskriminasi atau pelecehan atas dasar ras, warna kulit, kasta, usia, jenis kelamin, orientasi seksual, etnis, disabilitas, agama, afiliasi politik, keanggotaan serikat pekerja atau status perkawinan.
- 4.5. Partners are to contract with workers in a transparent manner and to compensate workers competitively relative to the industry and local labour market, in accordance with the terms of applicable collective bargaining agreements (if any), and in compliance with both the letter and spirit of local wage laws. Partners shall have disciplinary practices that respect the dignity and health of the worker, and shall not make deductions as a form of discipline. Any other deductions (e.g., for lodging, uniforms or supplies) must be made with the express consent of the worker unless required by law. Under no circumstances may a deduction bring the worker's take home pay below what is mandated by law and necessary to meet a worker's basic needs and to provide some discretionary income for the worker. | Mitra harus membuat kontrak dengan pekerja secara transparan dan memberikan kompensasi yang kompetitif kepada pekerja dibandingkan dengan industri dan pasar tenaga kerja lokal, sesuai dengan perjanjian kerja bersama yang berlaku (jika ada), dan sesuai dengan hukum upah setempat, baik yang tertulis maupun yang

tidak. Mitra harus memiliki praktik disiplin yang menghormati kehormatan dan kesehatan pekerja, dan tidak boleh melakukan pemotongan upah sebagai bentuk penegakan kedisiplinan. Pemotongan lainnya (misalnya untuk penginapan, seragam atau perlengkapan) harus dilakukan dengan persetujuan jelas dari pekerja kecuali diwajibkan oleh hukum. Dalam kondisi apa pun, pemotongan gaji tidak boleh menurunkan gaji bersih pekerja di bawah jumlah yang diamanatkan undang-undang dan diperlukan untuk memenuhi kebutuhan dasar pekerja dan menyediakan pendapatan diskresioner bagi pekerja.

- 4.6. Working hours must comply with all national laws and industry standards. Overtime must be voluntary and compensated as required by relevant laws. | Jam kerja harus mematuhi semua hukum nasional dan standar industri. Lembur harus bersifat sukarela dan diberi kompensasi sebagaimana diharuskan oleh undang-undang terkait.
- 4.7. Harsh and inhumane treatment is strictly forbidden. This means that physical abuse or discipline (or threat thereof), verbal abuse, sexual or other harassment are not permitted and will not be tolerated. | Perlakuan kasar dan tidak manusiawi dilarang keras. Kekerasan fisik atau tindak pendisiplinan (atau ancaman kekerasan fisik), kekerasan verbal, pelecehan seksual atau pelecehan lainnya tidak diizinkan dan tidak akan ditoleransi.
- 4.8. Partners shall have a grievance mechanism accessible and applicable to all workers, including requirements for non-retaliation. | Mitra harus memiliki mekanisme pengaduan yang dapat diakses dan berlaku untuk semua pekerja, termasuk persyaratan untuk tidak adanya pembalasan.
- 4.9. Partners must provide a safe and hygienic working environment and worker accommodation (where this is provided by Partners). Where the workplace is not readily accessible and public transportation is not available, Partners shall offer workers reasonable and safe transportation to leave the premises. | Mitra harus menyediakan lingkungan kerja dan akomodasi pekerja yang aman dan higienis (jika disediakan oleh Mitra). Jika tempat kerja tidak mudah diakses dan transportasi umum tidak tersedia, Mitra harus menawarkan transportasi yang wajar dan aman bagi pekerja untuk meninggalkan tempat kerja.
- 4.10. Respect for indigenous and tribal people's rights - where applicable, Partners should proactively engage with the local indigenous and tribal people to periodically identify, avoid or mitigate significant negative social impacts resulting from activities of the Partners, including an effective grievance procedure accessible and applicable to the indigenous and tribal people. | Penghormatan terhadap hak-hak masyarakat adat dan suku - jika diperlukan, Mitra harus secara proaktif melibatkan masyarakat adat dan suku setempat untuk secara berkala mengidentifikasi, menghindari atau mengurangi dampak sosial negatif yang diakibatkan oleh kegiatan Mitra, termasuk prosedur pengaduan yang efektif yang dapat diakses dan berlaku bagi masyarakat adat dan suku setempat.

5. Environment | Lingkungan

Partners shall comply with relevant environmental laws and regulations. Resources shall be used in an efficient and sustainable way and Partners should strive to minimize their greenhouse gas emissions and other negative impacts on biodiversity, water, energy use, and the environment. Partners should implement a systematic approach to identify, monitor, control, treat and dispose of waste and effluents responsibly, with particular care taken for waste that contains substances known to be hazardous to people and the environment. | Mitra harus mematuhi hukum dan peraturan lingkungan yang relevan. Sumber daya harus digunakan secara efisien dan berkelanjutan dan Mitra harus berupaya meminimalkan emisi gas rumah kaca dan dampak negatif lainnya terhadap keanekaragaman hayati, air, penggunaan energi, dan lingkungan. Mitra harus menerapkan pendekatan sistematis untuk mengidentifikasi, memantau, mengendalikan, menangani, dan membuang limbah dan limbah cair secara bertanggung jawab, dengan perhatian khusus terhadap limbah yang mengandung zat yang diketahui berbahaya bagi manusia dan lingkungan.

6. Product Safety and Quality (this section is applicable only to raw material suppliers) | Keamanan dan Kualitas Produk (bagian ini hanya berlaku untuk pemasok bahan baku)

For raw material suppliers, they shall operate an effective quality system based on Hazard Analysis Critical Control Points (HACCP) principles. For products that lay claim to any certifications or identity preserved schemes, integrity of the certification should be maintained throughout the supply chain until delivery to Grobest. The suppliers shall put in place procedures to ensure that products that are manufactured for and/or delivered to Grobest: | Pemasok bahan baku harus mengoperasikan sistem mutu yang efektif berdasarkan prinsip-prinsip Analisis Bahaya Titik Kendali Kritis (HACCP). Untuk produk yang mengklaim sertifikasi atau skema perlindungan identitas apa pun, integritas sertifikasi harus dipertahankan di seluruh rantai pasokan hingga pengiriman ke Grobest. Pemasok harus menerapkan prosedur untuk memastikan bahwa produk yang diproduksi untuk dan/atau dikirim ke Grobest:

- a. Comply with all applicable national and international legislation as well as regulatory guidelines of the destined country(ies) in relation to feed industry standards, safety regulations, packaging labelling and quality assurance systems. | Mematuhi semua peraturan perundang-undangan nasional dan internasional yang berlaku serta pedoman peraturan negara tujuan terkait standar industri pakan, peraturan keselamatan, pelabelan kemasan, dan sistem jaminan mutu.
- b. Follow applicable requirements set by Grobest, depending on destined plant's certification requirements such as requirements stated in ISO 22000/ HACCP, BAP, ASC etc. | Mengikuti persyaratan yang berlaku yang ditetapkan

oleh Grobest, tergantung pada persyaratan sertifikasi pabrik yang dituju seperti persyaratan yang tercantum dalam ISO 22000 / HACCP, BAP, ASC dll.

- c. Comply with the agreed product specifications and provide the necessary analysis report for each product delivery. | Mematuhi spesifikasi produk yang disepakati dan memberikan laporan analisis yang diperlukan untuk setiap pengiriman produk.
- d. Fall within shelf life and be suitable and safe for its intended use. | Berada dalam masa simpan dan sesuai serta aman untuk penggunaan yang dimaksudkan.
- e. Are free from biological, chemical and physical contamination. | Bebas dari kontaminasi biologis, kimia, dan fisik.

7. Traceability (this section is applicable only to raw material suppliers) | Ketertelusuran (bagian ini hanya berlaku untuk pemasok bahan baku)

Suppliers shall implement traceability systems that enable the products sold to Grobest to be traced back to the country of origin and manufacturer for each delivery. A defined traceability system shall be required in order to identify matching-Grobest qualified products from non-matching products. For marine products, suppliers shall also provide species and fishery origin (FAO Area) for each delivery. | Pemasok harus menerapkan sistem ketertelusuran yang memungkinkan produk yang dijual ke Grobest dapat dilacak kembali ke negara asal dan produsen untuk setiap pengiriman. Sistem ketertelusuran yang jelas diperlukan guna menentukan kecocokan produk-produk Grobest yang memenuhi syarat dari produk-produk yang tidak cocok. Untuk produk kelautan, pemasok juga harus menyediakan informasi spesies dan asal perikanan (Area FAO) untuk setiap pengiriman.

8. Sustainable Sourcing of Marine Products | Pengadaan Produk Kelautan yang Berkelanjutan

- a. **Scope:** This section applies to all suppliers of marine products used in our supply chain including traders, agents or processors. This includes, but is not limited to, fishmeal and fish oil processed from fish, squid and krill caught whole, by-products from fishery processing and by-products from aquaculture. | **Ruang Lingkup:** Bagian ini berlaku untuk semua pemasok produk kelautan yang digunakan dalam rantai pasokan kami, termasuk pedagang, agen, atau pengolah. Hal ini termasuk, tetapi tidak terbatas pada, tepung ikan dan minyak ikan yang diolah dari ikan, cumi-cumi dan krill yang ditangkap utuh, produk sampingan dari pengolahan perikanan, dan produk sampingan dari akuakultur.
- b. **Certification:** Grobest subscribes to and promotes the principles of the Food And Agriculture (FAO) Code of Conduct for Responsible Fisheries through the development and adoption of the International Fishmeal and Fish Oil responsible supply program. Hence, Grobest encourages suppliers to obtain recognized third-party certifications from MarinTrust (formerly known as International Fishmeal & Fish Oil Organization IFFO RS), Marine Stewardship Council (MSC) and Friend of the Sea (FOS) that demonstrate compliance with the criteria specified in those Codes. Alternatively, suppliers are encouraged to join active and approved Improvers Programs as verified by IFFO or the Sustainable Fisheries Partnership (SFP) or World Wildlife Fund (WWF) or other equivalent fishery improvement projects. | **Sertifikasi:** Grobest mematuhi dan mempromosikan prinsip-prinsip Kode Etik Organisasi Pangan dan Pertanian (FAO) untuk Perikanan yang Bertanggung Jawab melalui pengembangan dan penerapan program pasokan bertanggung jawab untuk Tepung Ikan dan Minyak Ikan Internasional (International Fishmeal & Fish Oil). Oleh karena itu, Grobest mendorong para pemasok untuk memperoleh sertifikasi pihak ketiga yang diakui dari MarinTrust (sebelumnya dikenal sebagai International Fishmeal & Fish Oil Organization IFFO RS), Marine Stewardship Council (MSC) dan Friend of the Sea (FOS) yang menunjukkan kepatuhan terhadap kriteria yang ditentukan dalam Kode Etik tersebut. Sebagai alternatif, pemasok didorong untuk bergabung dengan Program Peningkatan yang aktif dan disetujui sebagaimana diverifikasi oleh IFFO atau Kemitraan Perikanan Berkelanjutan (Sustainable Fisheries Partnership/SFP) atau Dana Margasatwa Dunia (World Wildlife Fund/WWF) atau proyek peningkatan perikanan setara lainnya.
- c. **Responsible Sourcing:** Suppliers must demonstrate that measures are taken to ensure the responsible sourcing of legal, regulated and reported marine ingredients and avoidance of ingredients sourced from Illegal, Unreported and Unregulated (IUU) fishing activity nor sourced from vessels officially listed as engaging in IUU fishing activity. This can be achieved by, but not limited to, sourcing from marine ingredients with assurance from national, regional or international governing bodies such as Thailand Marine Catch Purchasing Document (MCPD). Species of whole fish and by-products shall not be in the list of CITES appendices (Convention on International Trade in Endangered Species of Wild Fauna and Flora), or be categorized by the IUCN as Endangered or Critically Endangered. Marine products shall not originate from natural mortalities including diseases. | **Sumber yang Bertanggung Jawab:** Pemasok harus menunjukkan bahwa tindakan telah dilakukan untuk memastikan sumber bahan baku laut yang legal, teregulasi, dan dilaporkan secara bertanggung jawab, dan menghindari bahan baku yang bersumber dari aktivitas penangkapan ikan yang ilegal, tidak dilaporkan, dan tidak teregulasi (Illegal, Unreported and Unregulated/IUU) maupun yang bersumber dari kapal yang terdaftar secara resmi terlibat dalam aktivitas penangkapan ikan yang ilegal, tidak dilaporkan, dan tidak teregulasi (IUU). Hal ini dapat dicapai melalui, tetapi tidak terbatas pada, pengadaan bahan baku dari laut dengan jaminan dari badan pengatur nasional, regional atau internasional seperti Dokumen Pembelian Hasil Tangkapan Laut Thailand (MCPD). Spesies ikan utuh dan produk

sampingannya tidak boleh tercantum dalam daftar lampiran CITES, atau dikategorikan oleh IUCN sebagai Terancam Punah atau Sangat Terancam Punah. Produk kelautan tidak boleh berasal dari kematian alami termasuk penyakit.

9. Sustainable Sourcing of Soya Products | Pengadaan Produk Kedelai yang Berkelanjutan

- a. **Scope:** This section applies to all suppliers of soya products used in our supply chain including traders, agents or processors. This includes, but is not limited to, soybean meal, soy oil, soy lecithin processed and other soy derivatives from soybean. | **Ruang Lingkup:** Bagian ini berlaku untuk semua pemasok produk kedelai yang digunakan dalam rantai pasokan kami, termasuk pedagang, agen, atau pengolah. Hal ini termasuk, tetapi tidak terbatas pada, bungkil kedelai, minyak kedelai, lesitin kedelai olahan, dan turunan lainnya dari kacang kedelai.
- b. **Certification:** Grobest subscribes to and promotes the principles of responsible soya programs including ProTerra, RTRS (Round Table for Responsible Soy), SSAP (Soybean Sustainability Assurance Protocol), organic, and standards compliant with the European Feed Manufacturers' Federation (FEFAC) Guidelines, all of which prohibit illegal deforestation. For all soy inputs, whether certified or not, feed mills shall set clear goals for: traceability to country of origin, verification of chains of custody, exclusion of material derived from illegal deforestation, and exclusion of material derived from ecologically sensitive areas. | **Sertifikasi:** Grobest mematuhi dan mendukung prinsip-prinsip program kedelai yang bertanggung jawab, termasuk ProTerra, RTRS (Meja Bundar Produksi Kedelai Bertanggung Jawab), SSAP (Protokol Jaminan Keberlanjutan Kedelai), organik, dan standar yang sesuai dengan Pedoman Federasi Produsen Pakan Eropa (FEFAC), yang semuanya melarang penggundulan hutan ilegal. Untuk semua masukan kedelai, baik yang bersertifikat atau tidak, pabrik pakan harus menetapkan tujuan yang jelas untuk: ketertelusuran ke negara asal, verifikasi rantai penyimpanan, pengecualian bahan yang berasal dari penggundulan hutan ilegal, dan pengecualian bahan yang berasal dari area yang sensitif secara ekologis.
- c. **Good Agriculture Practices:** To ensure product safety and an eco-friendly environment, Grobest encourages suppliers to implement good agriculture practices that can prevent climate change, conserve water resources, and protect our land. Relevant practices include as follows: lower carbon footprint contributed from soya ingredients; develop standard of exhaust emission; properly handle the waste disposal; set limitation on the usage of pesticides and agrochemicals. Suppliers are expected to convey the concept of good agricultural practices among local soya farmers and further put into practice. | **Praktik Pertanian yang Baik:** Untuk memastikan keamanan produk dan lingkungan yang ramah lingkungan, Grobest mendorong para pemasok untuk menerapkan praktik pertanian yang baik yang dapat mencegah perubahan iklim, menghemat sumber daya air, dan melindungi tanah. Praktik yang relevan meliputi: mengurangi jejak karbon yang berasal dari bahan kedelai; mengembangkan standar emisi gas buang; menangani pembuangan limbah dengan tepat; menetapkan batasan penggunaan pestisida dan bahan kimia pertanian. Pemasok diharapkan menyampaikan konsep praktik pertanian yang baik di antara petani kedelai lokal dan mempraktikkannya lebih lanjut.



Implementation | Implementasi

All Grobest Partners shall adhere to the contents of this Code and comply with all relevant policies and procedures as required by Grobest. | Semua Mitra Grobest harus mematuhi isi Kode Etik ini dan mengikuti semua kebijakan dan prosedur terkait sebagaimana diharuskan oleh Grobest.

Partners have the responsibility to inform their employees, subsidiaries and any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products: | Mitra memiliki tanggung jawab untuk menginformasikan kepada karyawan, anak perusahaan, dan sub-pemasok yang menerima delegasikan sebagian atau seluruh transaksi bisnis Mitra dengan Grobest atau asal bahan baku yang dapat digunakan untuk membuat produk Grobest:

- a. about the contents of this Code and to procure their compliance; and | tentang isi Kode Etik ini dan memastikan kepatuhannya; dan
- b. that they may report any violation or suspected violations of the Code without fear or reprisal through our ethics hotline or contact us at ethics@grobest.com | mereka dapat melaporkan setiap pelanggaran atau dugaan pelanggaran Kode Etik tanpa rasa takut atas tindakan balasan melalui saluran telepon kami atau menghubungi kami di ethics@grobest.com

Partners will adopt a reasonable system to monitor and audit compliance with the above standards by their own employees, in their own operations and by any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products. | Mitra akan mengadopsi sistem yang wajar untuk memantau dan mengaudit kepatuhan terhadap standar-standar di atas oleh karyawan mereka sendiri, dalam operasi mereka sendiri, dan oleh sub-pemasok mana pun yang menerima delegasi sebagian atau seluruh transaksi bisnis Mitra dengan Grobest atau asal bahan baku yang dapat digunakan untuk membuat produk Grobest.

Partners will keep accurate, complete and honest records related to Grobest's business which Grobest has the right to monitor to confirm compliance of Partners. Partners agree to make records and other documentation available, in connection with Grobest's business, for review and audit. | Mitra akan menyimpan catatan yang akurat, lengkap, dan jujur terkait bisnis Grobest, dan Grobest memiliki hak untuk memantau guna memastikan kepatuhan Mitra. Para mitra sepakat untuk menyediakan catatan dan dokumentasi lain sehubungan dengan bisnis Grobest untuk ditinjau dan diaudit.

Grobest is committed to engaging with Partners to improve practices and alignment with this Code. However, a deliberate violation of this Code may lead to suspension of further services, payment or termination of all business connections, in whole or in part, with immediate effect. | Grobest berkomitmen untuk bekerja sama dengan Mitra guna meningkatkan praktik dan keselarasan dengan Kode Etik ini. Namun, pelanggaran terhadap Kode Etik ini yang disengaja dapat mengakibatkan penangguhan layanan lebih lanjut, pembayaran atau pemutusan semua hubungan bisnis, baik secara keseluruhan maupun sebagian, dengan efek segera.

This Code is translated into other languages. In case of any inconsistency between languages, the English version shall prevail. | Kode Etik ini diterjemahkan ke bahasa lain. Jika terjadi ketidakkonsistenan antar bahasa, versi bahasa Inggris akan berlaku.

**Version 2.0 approved by the Grobest Board of Management, July 2024 |
Versi 2.0 disetujui oleh Dewan Manajemen Grobest, Juli 2024**

By signing acceptance of this Code, the Partner confirms it has received, read, understood and agreed to comply with the Grobest Partner Code of Conduct. | Dengan menandatangani penerimaan Kode Etik ini, Mitra mengonfirmasi telah menerima, membaca, memahami, dan setuju untuk mematuhi Kode Etik Mitra Grobest.

Company Name | Nama Perusahaan:

Signature | Tanda Tangan:

Name and Title | Nama dan Jabatan:

Date | Tanggal:



Addendum | Adendum

Additional Terms and Conditions applicable to local requirements | Syarat dan Ketentuan Tambahan yang berlaku untuk kebutuhan lokal

By signing acceptance of this addendum, the Partner confirms it has received, read, understood and agreed to comply with the above additional terms and conditions along with the Grobest Partner Code of Conduct. | Dengan menandatangani penerimaan adendum ini, Mitra mengonfirmasi bahwa pihaknya telah menerima, membaca, memahami, dan setuju untuk mematuhi syarat dan ketentuan tambahan di atas beserta Kode Etik Mitra Grobest.

Company Name | Nama Perusahaan:

Signature | Tanda Tangan:

Name and Title | Nama dan Jabatan:

Date | Tanggal:



[简体中文]

Partner Code of Conduct

合作伙伴行为准则



GROBEST 全兴国际

Partner Code of Conduct 合作伙伴行为准则

Introduction 前言

Grobtest Group Limited and its subsidiaries (“**Grobtest**”) was built on a foundation of fairness, honesty, integrity. We strive to preserve the foundation by bringing these to our everyday business practices, including a respect for human rights and a commitment to safe, responsible and sustainable growth. This Partner Code of Conduct (the “**Code**”) is based on the standards created by the International Labour Organization, the United Nations Guiding Principles on Business and Human Rights, and the UK Modern Slavery Act. 全兴国际控股股份有限公司与其子公司 (“**全兴国际**”) 建立在公平、诚实和正直的理念基础之上。我们致力于在日常商业实践中维护该基础，包括尊重人权、致力于安全、负责任以及可持续增长。本合作伙伴行为准则 (“**准则**”) 以国际劳工组织制定的标准、《联合国工商业与人权指导原则》和英国《现代奴隶制法案》为基准。

Grobtest intends to work only with reputable suppliers, distributors and business partners (“**Partners**”) who share in our commitment to operate ethically, in compliance with all applicable laws, and in conformance with the standards outlined in this Code. This Code explains how we expect all of our business partners to operate. Failure to meet that obligation can lead to termination of a Partner’s contract. 全兴国际期望仅与信誉良好的供应商、经销商以及商业合作伙伴 (“**合作伙伴**”) 建立合作，共同在运营中恪守商业道德，遵守所有适用法律，并符合本准则所概述的标准。本准则就我们对所有商业合作伙伴如何运营的期望做出了阐释。未能履行该等义务的，可能导致合作伙伴合同的终止。

Scope 范围

Partners in this Code means all suppliers, including but not limited to ingredient manufacturers, service agencies, distributors and business partners with whom Grobtest contracts. 本准则中的合作伙伴系指所有供应商，包括但不限于与全兴国际签订合同的原材料制造商、服务机构、经销商和商业合作伙伴。

Some requirements in this Code only apply to raw material suppliers. Raw Materials refer to marine ingredients, plant ingredients, feed stuffs (e.g., land animals, algae, insect), feed additives (i.e., premixes, vitamins, minerals, trace elements and colourants) and packaging materials. 本准则中的部分要求仅适用于原材料供应商。原材料系指海洋成分、植物成分、饲料原料（例如陆地动物、藻类、昆虫）、饲料添加剂（即预混料、维生素、矿物质、微量元素和着色剂）和包装材料。

The Code may be adapted to the complexity of the contract, but all of Grobtest’s Partners are expected to operate in accordance with applicable local and international laws, regulations and standards regarding human rights. 本准则可根据合同的复杂程度进行调整，但全兴国际期望，所有合作伙伴根据与人权相关的本地和国际适用法律、法规和标准进行运营。

Standards of Conduct 行为标准

1. Comply with Law and Code 遵守法律和准则

Grobtest requires its Partners to operate in accordance with the principles in this Code and to comply with all applicable laws and regulations that govern their business activities. 全兴国际要求合作伙伴根据本准则的原则进行运营，并遵守所有适用于其商业活动的法律和法规。

Partners should also work with their own suppliers to promote business conduct consistent with the principles in this Code. 同时，合作伙伴应与其自身的供应商合作，共同推进与本准则中的原则相一致的商业行为。

2. Anti-corruption and Business ethics 反腐败与商业道德

Partners or any parties on behalf of them may not offer or accept any bribes, kickbacks, advantages or other corrupt practices in conducting business. Partners shall comply with relevant laws, regulations and applicable provisions, specifically international anti-corruption standards, including those stated in the UN Global Compact, international and local anti-corruption and bribery laws. Partners should avoid any conflict of interest relating to financial interests or other arrangements with Grobtest employees that may be considered a bribe or otherwise inappropriate. 合作伙伴或代表合作伙伴的任何一方不得在开展商业活动的过程中提供或接受任何贿赂、回扣、好处或任何其他腐败行为。合作伙伴应遵守相关法律、法规和适用的规定，尤其是国际反腐败标准，包括联合国全球契约和国际及当地的反腐败和反贿赂法律中载明的标准。合作伙伴应避免在财务利益或任何其他安排方面与全兴国际的员工发生可能被视为贿赂或不当行为的利益冲突。

3. Records, Information and Data Protection 记录、信息以及数据保护

Partners shall maintain genuine and honest books and records that reflect all transactions in an accurate and timely manner. Information (including personal data) is an important business asset that must be protected to avoid unwanted disclosure that may harm Grobtest business operations, our brand and stakeholders. Partners are responsible for safeguarding against abuse or misuse of such information and should not disclose any confidential information to external parties outside Grobtest without Grobtest’s permission. 合作伙伴应保有真实诚信的账簿和记录，以及时准确地反映所有

交易。信息（包括个人数据）系重要商业资产，应予以保护，以避免不必要的披露损害全兴国际的业务运营、我们的品牌以及利益相关者。合作伙伴有责任保护该等信息免于滥用或误用，且未经全兴国际的允许，不得向全兴国际以外的外部方披露任何机密信息。

4. Labour Rights 劳动权利

- 4.1. Child labour shall not be used, supported or permitted. While the term “child” is ultimately defined by local law, no Partner may employ any individual under the age of fifteen. Individuals under the age of eighteen may not be employed to perform hazardous tasks. 不得使用、支持或允许使用童工。“儿童”一词最终由当地法律界定，但任何合作伙伴不得雇佣十五岁以下的个人。未满十八岁的人不得从事危险工作。
- 4.2. Any form of forced labour is strictly forbidden. This includes, but is not limited to: 严禁任何形式的强迫劳动。包括但不限于：
- a. Involuntary prison labour or any form of bonded labour shall not be used under any circumstances. 不得在任何情况下使用非自愿的奴役劳动或任何形式的抵债劳动。
 - b. Workers shall not be required to pay hiring-related fees to employers, agents or labour brokers outside legally allowed fees. All fees charged to workers must be disclosed in advance and documented in a language that the workers understand. 除法律允许的费用外，雇主、代理或劳务中介不得要求工人支付任何与雇佣相关的费用。所有向工人收取的费用须提前予以披露，并使用工人可理解的语言进行记录。
 - c. Workers shall not be required to hand over government issued identification papers, passports or work permits as a condition of employment. 不得扣留工人任何原始身份证明文件、护照或工作许可证等，作为雇佣条件。
 - d. Workers are free to leave upon delivery of reasonable notice. 工人发出合理通知后，可自由离职。
 - e. Workers shall not be kept involuntarily on site outside of a work shift. 不得要求工人在其工作班次之外非自愿留在现场。
 - f. Workers shall not be required to reside in employer-operated accommodation as a condition of employment for non-remote, readily accessible, operations. 不得要求工人居住在雇主运营的住所，作为非远程、方便操作的就业条件。
 - g. Workers are allowed to freely move around the workplace in order to use sanitary facilities and have access to potable drinking water during their work shift. 允许工人在其工作班次期间在工作场所自由走动，以使用卫生设施和获取饮用水。
- 4.3. Partners are to respect the rights of workers to associate freely, including to join (or not to join) a labour union as any individual worker sees fit. 合作伙伴应尊重工人自由结社的权利，包括按照工人个人意愿选择加入（或不加入）工会的权利。
- 4.4. Discrimination or harassment on the basis of race, color, caste, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status will not be tolerated. 不容忍基于种族、肤色、种姓、年龄、性别、性取向、民族、身体缺陷、宗教、政治立场、工会会员资格或婚姻状态的歧视或骚扰行为。
- 4.5. Partners are to contract with workers in a transparent manner and to compensate workers competitively relative to the industry and local labour market, in accordance with the terms of applicable collective bargaining agreements (if any), and in compliance with both the letter and spirit of local wage laws. Partners shall have disciplinary practices that respect the dignity and health of the worker, and shall not make deductions as a form of discipline. Any other deductions (e.g., for lodging, uniforms or supplies) must be made with the express consent of the worker unless required by law. Under no circumstances may a deduction bring the worker's take home pay below what is mandated by law and necessary to meet a worker's basic needs and to provide some discretionary income for the worker. 合作伙伴将以透明的方式与工人签订合同，并根据适用的集体谈判协议（如有）的条款，遵守当地工资法的条文和精神，以为工人提供在行业内及当地劳务市场上具有竞争力的报酬。合作伙伴应制定尊重工人尊严和健康的纪律措施，且不得以扣减工资作为纪律处分的形式。除非法律要求，任何其他工资扣减（如住宿、制服或物资）均须经过工人的明确同意。在任何情况下，不得因扣减工资导致工人的实际工资低于法律规定、可满足工人基本需求、且可为工人提供一定自由支配收入所需水平。
- 4.6. Working hours must comply with all national laws and industry standards. Overtime must be voluntary and compensated as required by relevant laws. 工作时长须符合所有国家法律和行业标准。加班须采取自愿原则，且应根据相关法律要求予以补偿。
- 4.7. Harsh and inhumane treatment is strictly forbidden. This means that physical abuse or discipline (or threat thereof), verbal abuse, sexual or other harassment are not permitted and will not be tolerated. 严禁粗暴及不人道待遇。不允许且不容忍身体虐待、惩戒（或人身威胁）、言语霸凌、性骚扰或其他骚扰行为。

- 4.8. Partners shall have a grievance mechanism accessible and applicable to all workers, including requirements for non-retaliation. 合作伙伴应制定适用于全体工人且可使用的申诉机制，包括不得报复的要求。
- 4.9. Partners must provide a safe and hygienic working environment and worker accommodation (where this is provided by Partners). Where the workplace is not readily accessible and public transportation is not available, Partners shall offer workers reasonable and safe transportation to leave the premises. 合作伙伴须提供安全和工作环境和工人宿舍（如合作伙伴提供）。如工作场所交通不便，且没有可使用的公共交通工具，合作伙伴应为工人提供合理且安全的交通工具以离开工作场所。
- 4.10. Respect for indigenous and tribal people's rights - where applicable, Partners should proactively engage with the local indigenous and tribal people to periodically identify, avoid or mitigate significant negative social impacts resulting from activities of the Partners, including an effective grievance procedure accessible and applicable to the indigenous and tribal people. 尊重原住民和部落人民的权利 - 在适用的情况下，合作伙伴应积极与原住民和部落人民交涉，以定期确定、避免或减轻因合作伙伴的活动而导致的重大负面社会影响，包括适用于原住民和部落人民的有效可行的申诉程序。

5. Environment 环境

Partners shall comply with relevant environmental laws and regulations. Resources shall be used in an efficient and sustainable way and Partners should strive to minimize their greenhouse gas emissions and other negative impacts on biodiversity, water, energy use, and the environment. Partners should implement a systematic approach to identify, monitor, control, treat and dispose of waste and effluents responsibly, with particular care taken for waste that contains substances known to be hazardous to people and the environment. 合作伙伴应遵守相关的环境法律和法规，以高效且可持续的方式使用资源。与此同时，合作伙伴应努力减少其温室气体排放以及其他对生物多样性、水资源、能源利用和环境产生的负面影响。合作伙伴有责任实行系统办法以识别、监测、控制、处理和处置废弃物和废水，对于含有已知对人类和环境有害物质的废弃物，应尤其小心处理。

6. Product Safety and Quality (this section is applicable only to raw material suppliers) 产品安全与质量（本节仅适用于原材料供应商）

For raw material suppliers, they shall operate an effective quality system based on Hazard Analysis Critical Control Points (HACCP) principles. For products that lay claim to any certifications or identity preserved schemes, integrity of the certification should be maintained throughout the supply chain until delivery to Grobest. The suppliers shall put in place procedures to ensure that products that are manufactured for and/or delivered to Grobest: 原材料供应商应以《危害分析与关键控制点（HACCP）体系认证实施规则》为基础，运行有效的质量体系。对于声称具有任何认证或身份保持认证的产品，应在整个供应链中保持其认证的完整性，直至交付给全兴国际。供应商应落实程序，以确保为全兴国际制造和/或交付的产品：

- a. Comply with all applicable national and international legislation as well as regulatory guidelines of the destined country(ies) in relation to feed industry standards, safety regulations, packaging labelling and quality assurance systems. 遵守所有适用的国家和国际法规，以及目的地国家就饲料行业标准、安全规定、包装标签以及质量保证体系有关的监管准则。
- b. Follow applicable requirements set by Grobest, depending on destined plant's certification requirements such as requirements stated in ISO 22000/ HACCP, BAP, ASC etc. 遵守全兴国际根据目的地工厂的认证要求（如 ISO 22000/HACCP, BAP, ASC 载明的要求）制定的适用要求。
- c. Comply with the agreed product specifications and provide the necessary analysis report for each product delivery. 符合一致同意的产品规格，并为每次的产品交付提供必要的分析报告。
- d. Fall within shelf life and be suitable and safe for its intended use. 在保质期内，对于其预期用途是合适且安全的。
- e. Are free from biological, chemical and physical contamination. 无生物、化学和物理污染。

7. Traceability (this section is applicable only to raw material suppliers) 可追溯性（本节仅适用于原材料供应商）

Suppliers shall implement traceability systems that enable the products sold to Grobest to be traced back to the country of origin and manufacturer for each delivery. A defined traceability system shall be required in order to identify matching-Grobest qualified products from non-matching products. For marine products, suppliers shall also provide species and fishery origin (FAO Area) for each delivery. 供应商应实施追溯体系，以使销售给全兴国际的产品在每次交付时均可追溯其原产国和制造商。明确的追溯系统，以区分匹配全兴国际的合格产品与不符合的产品。对于海洋产品，供应商应同时提供每次交付的物种和渔业产地（联合国粮食及农业组织（FAO）捕捞区域）。

8. Sustainable Sourcing of Marine Products 海产品的可持续采购

- a. **Scope:** This section applies to all suppliers of marine products used in our supply chain including traders, agents or processors. This includes, but is not limited to, fishmeal and fish oil processed from fish, squid and krill caught whole,

by-products from fishery processing and by-products from aquaculture. **范围：** 本节适用于我们供应链中所有海产品的供应商，包括贸易商、代理或加工商。包括但不限于从整鱼、鱿鱼和磷虾中提炼的鱼粉、鱼油、渔业加工的副产品和水产养殖的副产品。

- b. **Certification:** Grobest subscribes to and promotes the principles of the Food And Agriculture (FAO) Code of Conduct for Responsible Fisheries through the development and adoption of the International Fishmeal and Fish Oil responsible supply program. Hence, Grobest encourages suppliers to obtain recognized third-party certifications from MarinTrust (formerly known as International Fishmeal & Fish Oil Organization IFFO RS), Marine Stewardship Council (MSC) and Friend of the Sea (FOS) that demonstrate compliance with the criteria specified in those Codes. Alternatively, suppliers are encouraged to join active and approved Improvers Programs as verified by IFFO or the Sustainable Fisheries Partnership (SFP) or World Wildlife Fund (WWF) or other equivalent fishery improvement projects. **认证：** 全兴国际通过开发和采用国际鱼粉和鱼油负责任供应计划，支持并推广联合国粮食及农业组织 (FAO)《负责任渔业行为守则》的原则。因此，全兴国际鼓励供应商获取MarinTrust (原国际鱼粉和鱼油组织IFFO RS)、海洋管理委员会 (MSC) 和海洋之友 (FOS) 等公认的第三方认证，以证明其符合该等准则中规定的标准。全兴国际或鼓励供应商加入经过国际鱼粉和鱼油协会 (IFFO)、可持续渔业伙伴组织 (SFP)、世界自然基金会 (WWF) 或其他同等渔业改进项目验证的积极且经批准的改进计划。
- c. **Responsible Sourcing:** Suppliers must demonstrate that measures are taken to ensure the responsible sourcing of legal, regulated and reported marine ingredients and avoidance of ingredients sourced from Illegal, Unreported and Unregulated (IUU) fishing activity nor sourced from vessels officially listed as engaging in IUU fishing activity. This can be achieved by, but not limited to, sourcing from marine ingredients with assurance from national, regional or international governing bodies such as Thailand Marine Catch Purchasing Document (MCPD). Species of whole fish and by-products shall not be in the list of CITES appendices (Convention on International Trade in Endangered Species of Wild Fauna and Flora), or be categorized by the IUCN as Endangered or Critically Endangered. Marine products shall not originate from natural mortalities including diseases. **负责任采购：** 供应商须证明，其已采取措施以确保合法、受管制和有报告的海洋成分的负责任采购，避免来自非法、不报告和不受管制的 (IUU) 捕捞活动的成分采购，也不得采购来自被正式列为从事非法捕捞 (IUU 捕捞) 活动船只的成分。可通过但不限于从具有国家、地区或国际管理机构保证的海洋成分中采购实现，如泰国海洋捕捞采购文件 (MCPD)。整鱼和副产品的物种不应列入《濒危野生动植物种国际贸易公约》(CITES) 附录清单中，世界自然保护联盟 (IUCN) 亦不应将其列为濒危或极度濒危物种。海产品不应来源于包括疾病的自然死亡。

9. Sustainable Sourcing of Soya Products 大豆制品的可持续采购

- a. **Scope:** This section applies to all suppliers of soya products used in our supply chain including traders, agents or processors. This includes, but is not limited to, soybean meal, soy oil, soy lecithin processed and other soy derivatives from soybean. **范围：** 本节适用于我们供应链中所有大豆制品的供应商，包括贸易商、代理或加工商。包括但不限于经过加工的豆粕、豆油、大豆卵磷脂及其他大豆衍生品。
- b. **Certification:** Grobest subscribes to and promotes the principles of responsible soya programs including ProTerra, RTRS (Round Table for Responsible Soy), SSAP (Soybean Sustainability Assurance Protocol), organic, and standards compliant with the European Feed Manufacturers' Federation (FEFAC) Guidelines, all of which prohibit illegal deforestation. For all soy inputs, whether certified or not, feed mills shall set clear goals for: traceability to country of origin, verification of chains of custody, exclusion of material derived from illegal deforestation, and exclusion of material derived from ecologically sensitive areas. **认证：** 全兴国际支持并推广包括 ProTerra、RTRS (负责任大豆圆桌会议)、SSAP (美国大豆可持续保障计划)、有机、以及符合欧洲饲料生产商联合会 (FEFAC) 准则等标准的负责任大豆计划的原则。上述准则均禁止非法砍伐森林。对于无论是否经过认证的所有大豆制品投入，饲料厂均应制定如下明确目标：可追溯至原产国、对监管链的验证、排除源于非法砍伐森林的材料以及排除源于生态敏感区的材料。
- c. **Good Agriculture Practices:** To ensure product safety and an eco-friendly environment, Grobest encourages suppliers to implement good agriculture practices that can prevent climate change, conserve water resources, and protect our land. Relevant practices include as follows: lower carbon footprint contributed from soya ingredients; develop standard of exhaust emission; properly handle the waste disposal; set limitation on the usage of pesticides and agrochemicals. Suppliers are expected to convey the concept of good agricultural practices among local soya farmers and further put into practice. **良好农业规范：** 为确保产品安全及生态友好的环境，全兴国际鼓励供应商实行良好农业规范，防止气候变化、节约水资源以及保护我们的土地。相关规范包括：降低大豆原料产生的碳足迹；制定废气排放标准；妥善处理废弃物；限制农药及农用化学品的使用。期望供应商在当地种植大豆的农民群体中普及良好农业规范的概念，并付诸进一步实践。



Implementation 实施

All Grobest Partners shall adhere to the contents of this Code and comply with all relevant policies and procedures as required by Grobest. 全兴国际的所有合作伙伴均应遵守本准则的内容，并根据全兴国际的要求遵循所有相关政策和程序。

Partners have the responsibility to inform their employees, subsidiaries and any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products: 合作伙伴有责任向其员工、附属公司及合作伙伴委托与全兴国际的部分或全部商业交易或从其采购可能用于全兴国际产品的原材料的分包商告知:

- a. about the contents of this Code and to procure their compliance; and 本准则的内容，并促使其遵守；且
- b. that they may report any violation or suspected violations of the Code without fear or reprisal through our ethics hotline or contact us at ethics@grobest.com 可通过道德热线或 ethics@grobest.com 联系我们以报告任何违反或涉嫌违反本准则的行为，且无需担心遭到报复。

Partners will adopt a reasonable system to monitor and audit compliance with the above standards by their own employees, in their own operations and by any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products. 合作伙伴将采用合理体系以监测和审计其自身员工和分包商在自身运营中对上述标准的遵守情况，以及其委托与全兴国际的部分或全部商业交易或从其采购可能用于全兴国际产品的原材料的分包商对上述标准的遵守情况。

Partners will keep accurate, complete and honest records related to Grobest's business which Grobest has the right to monitor to confirm compliance of Partners. Partners agree to make records and other documentation available, in connection with Grobest's business, for review and audit. 合作伙伴将保有与全兴国际商业往来相关的准确且完整的真实记录，全兴国际有权监测以确认合作伙伴的遵守情况。合作伙伴同意提供与全兴国际业务相关的记录和其他凭证，以便用于审核和审计。

Grobest is committed to engaging with Partners to improve practices and alignment with this Code. However, a deliberate violation of this Code may lead to suspension of further services, payment or termination of all business connections, in whole or in part, with immediate effect. 全兴国际致力于与合作伙伴合作共事，共同改进实践并保证与本准则的一致性。然而，故意违反本准则的行为可能导致进一步服务、付款的暂停或全部或部分商业联系的立即终止。

This Code is translated into other languages. In case of any inconsistency between languages, the English version shall prevail. 本准则将翻译为其他语言版本。不同语言版本之间如有任何不一致，应以英文版本为准。

Version 2.0 approved by the Grobest Board of Management, July 2024 经全兴国际董事会批准第2.0版, 2024年7月

By signing acceptance of this Code, the Partner confirms it has received, read, understood and agreed to comply with the Grobest Partner Code of Conduct. 经签字接受本准则，合作伙伴确认其已收到、阅读、理解并同意遵守本全兴国际合作伙伴行为准则。

Company Name 公司名称:

Signature 签名:

Name and Title 姓名与职位:

Date 日期:



Addendum 附录

Additional Terms and Conditions applicable to local requirements 适用于当地要求的附加条款与条件

By signing acceptance of this addendum, the Partner confirms it has received, read, understood and agreed to comply with the above additional terms and conditions along with the Grobest Partner Code of Conduct. 经签字接受本附录，合作伙伴确认其已收到、阅读、理解并同意全兴国际合作伙伴行为准则及上述附加条款和条件。

Company Name 公司名称:

Signature 签名:

Name and Title 姓名与职位:

Date 日期:



[繁體中文]

Partner Code of Conduct

合作夥伴行為準則

GROBEST 全興國際
Partner Code of Conduct 合作夥伴行為準則

Introduction 前言

Grobest Group Limited and its subsidiaries (“**Grobest**”) are built on a foundation of fairness, honesty, integrity. We strive to preserve the foundation by bringing these to our everyday business practices, including a respect for human rights and a commitment to safe, responsible and sustainable growth. This Partner Code of Conduct (the “**Code**”) is based on the standards created by the International Labour Organization, the United Nations Guiding Principles on Business and Human Rights, and the UK Modern Slavery Act. 全興國際控股股份有限公司與其子公司 (“**全興國際**”) 建立在公平、誠實和正直的理念基礎上。我們致力於透過這些原則融入在日常商業實踐中以維護該基礎，包括尊重人權和對安全、負責任以及可持續發展的承諾。本合作夥伴行為準則（以下稱“**準則**”）以國際勞工組織制定的標準、《聯合國工商業與人權指導原則》和英國《現代奴隸制法案》為基準。

Grobest intends to work only with reputable suppliers, distributors and business partners (“**Partners**”) who share in our commitment to operate ethically, in compliance with all applicable laws, and in conformance with the standards outlined in this Code. This Code explains how we expect all of our business partners to operate. Failure to meet that obligation can lead to termination of a Partner’s contract. 全興國際期望僅與信譽良好的供應商、經銷商以及商業合作夥伴（以下簡稱“**合作夥伴**”）建立合作，共同在運營中恪守商業道德，遵守所有適用法律，並符合本準則所概述的標準。本準則闡述了我們對所有商業合作夥伴的運作期望。若未能履行該等義務者，可能會導致合作夥伴契約關係的終止。

Scope 範圍

Partners in this Code means all suppliers, including but not limited to ingredient manufacturers, service agencies, distributors and business partners with whom Grobest contracts. 本準則中的合作夥伴係指所有供應商，包括但不限於與全興國際簽訂契約之原材料製造商、服務機構、經銷商和商業合作夥伴。

Some requirements in this Code only apply to raw material suppliers. Raw Materials refer to marine ingredients, plant ingredients, feed stuffs (e.g., land animals, algae, insect), feed additives (i.e., premixes, vitamins, minerals, trace elements and colourants) and packaging materials. 本準則中的部分要求僅適用於原材料供應商。原材料係指海洋成分、植物成分、飼料原料（例如陸地動物、藻類、昆蟲）、飼料添加劑（即預混料、維生素、礦物質、微量元素和著色劑）和包裝材料。

The Code may be adapted to the complexity of the contract, but all of Grobest’s Partners are expected to operate in accordance with applicable local and international laws, regulations and standards regarding human rights. 本準則可根據契約的複雜程度進行調整，但全興國際期望，所有合作夥伴均應遵守根據與人權相關的本地和國際適用法律、法規和標準。

Standards of Conduct 行為標準

1. Comply with Law and Code 遵守法律和準則

Grobest requires its Partners to operate in accordance with the principles in this Code and to comply with all applicable laws and regulations that govern their business activities. 全興國際要求合作夥伴根據本準則的原則，並遵守所有適用於其商業活動的法律和法規。

Partners should also work with their own suppliers to promote business conduct consistent with the principles in this Code. 同時，合作夥伴應與其自身的供應商合作，共同推動與本準則原則一致的商業行為。

2. Anti-corruption and Business ethics 反腐敗與商業道德

Partners or any parties on behalf of them may not offer or accept any bribes, kickbacks, advantages or other corrupt practices in conducting business. Partners shall comply with relevant laws, regulations and applicable provisions, specifically international anti-corruption standards, including those stated in the UN Global Compact, international and local anti-corruption and bribery laws. Partners should avoid any conflict of interest relating to financial interests or other arrangements with Grobest employees that may be considered a bribe or otherwise inappropriate. 合作夥伴或代表合作夥伴的任何一方不得在開展商業活動的過程中提供或接受任何賄賂、回扣、好處或任何其他腐敗行為。合作夥伴應遵守相關法律、法規和適用的規定，尤其是國際反腐敗標準，包括聯合國全球契約和國際及當地的反腐敗和反賄賂法律中載明的標準。合作夥伴應避免在涉及財務利益或任何其他安排方面與全興國際的員工發生可能被視為賄賂或不當行為的利益衝突。

3. Records, Information and Data Protection 記錄、資訊以及資料保護

Partners shall maintain genuine and honest books and records that reflect all transactions in an accurate and timely manner. Information (including personal data) is an important business asset that must be protected to avoid unwanted disclosure that may harm Grobest business operations, our brand and stakeholders. Partners are responsible for safeguarding against abuse or misuse of such information and should not disclose any confidential information to external parties outside Grobest without Grobest’s permission. 合作夥伴應保有真實誠信的帳簿和記錄，以及時準確地反映所有

交易。資訊（包括個人資料）係重要商業資產，應予以保護，以避免不必要的揭露損害全興國際的業務運營、品牌以及利益相關者。合作夥伴有責任保護該等資訊免於濫用或誤用，且未經全興國際的允許，不得向全興國際以外的外部方披露任何機密資訊。

4. Labour Rights 勞動權利

- 4.1. Child labour shall not be used, supported or permitted. While the term “child” is ultimately defined by local law, no Partner may employ any individual under the age of fifteen. Individuals under the age of eighteen may not be employed to perform hazardous tasks. 不得使用、支援或允許使用童工。“兒童”一詞最終由當地法律界定，但任何合作夥伴不得僱傭十五歲以下的個人。未滿十八歲的人不得從事危險工作。
- 4.2. Any form of forced labour is strictly forbidden. This includes, but is not limited to: 嚴禁任何形式的強迫勞動。包括但不限於：
- a. Involuntary prison labour or any form of bonded labour shall not be used under any circumstances. 不得在任何情況下使用非自願的奴役勞動或任何形式的抵債勞動。
 - b. Workers shall not be required to pay hiring-related fees to employers, agents or labour brokers outside legally allowed fees. All fees charged to workers must be disclosed in advance and documented in a language that the workers understand. 除法律允許的費用外，雇主、代理或勞務仲介不得要求工人支付任何與僱傭相關的費用。所有向工人收取的費用須提前予以揭露，並使用工人可理解的語言進行記錄。
 - c. Workers shall not be required to hand over government issued identification papers, passports or work permits as a condition of employment. 不得要求交出或扣留工人任何原始身份證明檔、護照或工作許可證等，作為僱傭條件。
 - d. Workers are free to leave upon delivery of reasonable notice. 工人發出合理通知後，可自由離職。
 - e. Workers shall not be kept involuntarily on site outside of a work shift. 不得要求工人在其工作班次之外非自願留在現場。
 - f. Workers shall not be required to reside in employer-operated accommodation as a condition of employment for non-remote, readily accessible, operations. 不得要求工人居住在雇主運營的住所，作為非遠端、方便操作的就業條件。
 - g. Workers are allowed to freely move around the workplace in order to use sanitary facilities and have access to potable drinking water during their work shift. 允許工人在其工作班次期間在工作場所自由走動，以使用衛生設施和獲取飲用水。
- 4.3. Partners are to respect the rights of workers to associate freely, including to join (or not to join) a labour union as any individual worker sees fit. 合作夥伴應尊重工人自由結社的權利，包括按照工人個人意願選擇加入（或不加入）工會的權利。
- 4.4. Discrimination or harassment on the basis of race, color, caste, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status will not be tolerated. 不容忍基於種族、膚色、種姓、年齡、性別、性取向、民族、身體缺陷、宗教、政治立場、工會會員資格或婚姻狀態的歧視或騷擾行為。
- 4.5. Partners are to contract with workers in a transparent manner and to compensate workers competitively relative to the industry and local labour market, in accordance with the terms of applicable collective bargaining agreements (if any), and in compliance with both the letter and spirit of local wage laws. Partners shall have disciplinary practices that respect the dignity and health of the worker, and shall not make deductions as a form of discipline. Any other deductions (e.g., for lodging, uniforms or supplies) must be made with the express consent of the worker unless required by law. Under no circumstances may a deduction bring the worker's take home pay below what is mandated by law and necessary to meet a worker's basic needs and to provide some discretionary income for the worker. 合作夥伴將以透明的方式與工人簽訂合同，並根據適用的集體談判協定（如有）的條款，遵守當地工資法的條文和精神，以為工人提供在行業內及當地勞務市場上具有競爭力的報酬。合作夥伴應制定尊重工人尊嚴和健康的紀律措施，且不得以扣減工資作為紀律處分的形式。除非法律要求，任何其他工資扣減（如住宿、制服或物資）均須經過工人的明確同意。在任何情況下，不得因扣減工資導致工人的實際工資低於法律規定、可滿足工人基本需求並提供一定的可支配收入。
- 4.6. Working hours must comply with all national laws and industry standards. Overtime must be voluntary and compensated as required by relevant laws. 工作時間須符合所有國家法律和行業標準。加班須採取自願原則，且應根據相關法律要求予以補償。
- 4.7. Harsh and inhumane treatment is strictly forbidden. This means that physical abuse or discipline (or threat thereof), verbal abuse, sexual or other harassment are not permitted and will not be tolerated. 嚴禁粗暴及不人道待遇。不允許且不容忍身體虐待、懲戒（或人身威脅）、言語霸凌、性騷擾或其他騷擾行為。

- 4.8. Partners shall have a grievance mechanism accessible and applicable to all workers, including requirements for non-retaliation. 合作夥伴應制定適用於全體工人且可使用的申訴機制，包括不得報復的要求。
- 4.9. Partners must provide a safe and hygienic working environment and worker accommodation (where this is provided by Partners). Where the workplace is not readily accessible and public transportation is not available, Partners shall offer workers reasonable and safe transportation to leave the premises. 合作夥伴須提供安全和衛生的工作環境和工人宿舍（如合作夥伴提供）。如工作場所交通不便，且沒有可使用的公共交通工具，合作夥伴應為工人提供合理且安全的交通工具以離開工作場所。
- 4.10. Respect for indigenous and tribal people's rights - where applicable, Partners should proactively engage with the local indigenous and tribal people to periodically identify, avoid or mitigate significant negative social impacts resulting from activities of the Partners, including an effective grievance procedure accessible and applicable to the indigenous and tribal people. 尊重原住民和部落人民的權利-在適用的情況下，合作夥伴應積極與當地原住民和部落人民接觸，定期確定、避免或減輕因合作夥伴的活動而導致的重大負面社會影響，包括提供適用於原住民和部落人民有效可行的申訴程序。

5. Environment 環境

Partners shall comply with relevant environmental laws and regulations. Resources shall be used in an efficient and sustainable way and Partners should strive to minimize their greenhouse gas emissions and other negative impacts on biodiversity, water, energy use, and the environment. Partners should implement a systematic approach to identify, monitor, control, treat and dispose of waste and effluents responsibly, with particular care taken for waste that contains substances known to be hazardous to people and the environment. 合作夥伴應遵守相關的環境法律和法規，以高效且可持續的方式使用資源。與此同時，合作夥伴應努力減少其溫室氣體排放以及其他對生物多樣性、水資源、能源利用和環境產生的負面影響。合作夥伴有責任實行系統辦法以識別、監測、控制、處理和處置廢棄物和廢水，對於含有已知對人類和環境有害物質的廢棄物，應尤其小心處理。

6. Product Safety and Quality (this section is applicable only to raw material suppliers) 產品安全與品質（本節僅適用於原材料供應商）

For raw material suppliers, they shall operate an effective quality system based on Hazard Analysis Critical Control Points (HACCP) principles. For products that lay claim to any certifications or identity preserved schemes, integrity of the certification should be maintained throughout the supply chain until delivery to Grobest. The suppliers shall put in place procedures to ensure that products that are manufactured for and/or delivered to Grobest: 原材料供應商應以《危害分析與關鍵控制點（HACCP）體系認證實施規則》為基礎，運行有效的品質體系。對於聲稱具有任何認證或身份標章認證的產品，應在整個供應鏈中保持其認證的完整性，直至交付給全興國際。供應商應落實程式，以確保為全興國際製造和/或交付的產品：

- Comply with all applicable national and international legislation as well as regulatory guidelines of the destined country(ies) in relation to feed industry standards, safety regulations, packaging labelling and quality assurance systems. 遵守所有適用的國家和國際法規，以及目的地國家就飼料行業標準、安全規定、包裝標籤以及品質保證體系有關的監管準則。
- Follow applicable requirements set by Grobest, depending on destined plant's certification requirements such as requirements stated in ISO 22000/ HACCP, BAP, ASC etc. 遵守全興國際根據目的地工廠的認證要求（如 ISO 22000/HACCP, BAP, ASC 載明的要求）制定的適用要求。
- Comply with the agreed product specifications and provide the necessary analysis report for each product delivery. 符合一致同意的產品規格，並為每次的產品交付提供必要的分析報告。
- Fall within shelf life and be suitable and safe for its intended use. 在保固期內，對於其預期用途是合適且安全的。
- Are free from biological, chemical and physical contamination. 無生物、化學和物理污染。

7. Traceability (this section is applicable only to raw material suppliers) 可追溯性（本節僅適用於原材料供應商）

Suppliers shall implement traceability systems that enable the products sold to Grobest to be traced back to the country of origin and manufacturer for each delivery. A defined traceability system shall be required in order to identify matching-Grobest qualified products from non-matching products. For marine products, suppliers shall also provide species and fishery origin (FAO Area) for each delivery. 供應商應實施追溯體系，確保每批交付給全興國際的產品均可追溯其原產國和製造商。明確的追溯系統，以區分匹配全興國際的合格產品與不符合的產品。對於海洋產品，供應商應同時提供每次交付的物種和漁業來源（聯合國糧食及農業組織（FAO）捕撈區域）。

8. Sustainable Sourcing of Marine Products 海產品的可持續採購

- Scope:** This section applies to all suppliers of marine products used in our supply chain including traders, agents or processors. This includes, but is not limited to, fishmeal and fish oil processed from fish, squid and krill caught whole, by-products from fishery processing and by-products from aquaculture. 範圍：本節適用於我們供應鏈中所有海產品的

供應商，包括貿易商、代理或加工商。包括但不限於從整魚、魷魚和磷蝦中提煉的魚粉、魚油、漁業加工的副產品和水產養殖的副產品。

- b. **Certification:** Grobest subscribes to and promotes the principles of the Food And Agriculture (FAO) Code of Conduct for Responsible Fisheries through the development and adoption of the International Fishmeal and Fish Oil responsible supply program. Hence, Grobest encourages suppliers to obtain recognized third-party certifications from MarinTrust (formerly known as International Fishmeal & Fish Oil Organization IFFO RS), Marine Stewardship Council (MSC) and Friend of the Sea (FOS) that demonstrate compliance with the criteria specified in those Codes. Alternatively, suppliers are encouraged to join active and approved Improvers Programs as verified by IFFO or the Sustainable Fisheries Partnership (SFP) or World Wildlife Fund (WWF) or other equivalent fishery improvement projects. **認證:** 全興國際通過開發和採用國際魚粉和魚油負責任供應計畫，支持並推廣聯合國糧食及農業組織 (FAO) 《負責任漁業行為守則》的原則。因此，全興國際鼓勵供應商獲取MarinTrust (原國際魚粉和魚油組織IFFO RS)、海洋管理委員會 (MSC) 和海洋之友 (FOS) 等公認的協力廠商認證，以證明其符合該等準則中規定的標準。全興國際或鼓勵供應商加入經過國際魚粉和魚油協會 (IFFO)、可持續漁業夥伴組織 (SFP)、世界自然基金會 (WWF) 或其他同等漁業改進專案驗證的積極且經批准的改進計畫。
- c. **Responsible Sourcing:** Suppliers must demonstrate that measures are taken to ensure the responsible sourcing of legal, regulated and reported marine ingredients and avoidance of ingredients sourced from Illegal, Unreported and Unregulated (IUU) fishing activity nor sourced from vessels officially listed as engaging in IUU fishing activity. This can be achieved by, but not limited to, sourcing from marine ingredients with assurance from national, regional or international governing bodies such as Thailand Marine Catch Purchasing Document (MCPD). Species of whole fish and by-products shall not be in the list of CITES appendices (Convention on International Trade in Endangered Species of Wild Fauna and Flora), or be categorized by the IUCN as Endangered or Critically Endangered. Marine products shall not originate from natural mortalities including diseases. **負責任採購:** 供應商須證明其已採取措施，以確保合法、受管制和有報告的海洋成分的負責任採購，避免來自非法、不報告和不受管制的 (IUU) 捕撈活動的成分採購，也不得採購來自被正式列為從事非法捕撈 (IUU捕撈) 活動船隻的成分。可通過但不限於從具有國家、地區或國際管理機構保證的海洋成分中採購實現，例如泰國海洋捕撈採購文件 (MCPD)。整魚和副產品的物種不得列入《瀕危野生動植物種國際貿易公約》(CITES) 附錄清單中，也不得被世界自然保護聯盟 (IUCN) 列為瀕危或極度瀕危物種。海產品不得來自於包括疾病的自然死亡。

9. Sustainable Sourcing of Soya Products 大豆製品的可持續採購

- a. **Scope:** This section applies to all suppliers of soya products used in our supply chain including traders, agents or processors. This includes, but is not limited to, soybean meal, soy oil, soy lecithin processed and other soy derivatives from soybean. **範圍:** 本節適用於我們供應鏈中所有大豆製品的供應商，包括貿易商、代理或加工商。包括但不限於經過加工的豆粕、豆油、大豆卵磷脂及其他大豆衍生品。
- b. **Certification:** Grobest subscribes to and promotes the principles of responsible soya programs including ProTerra, RTRS (Round Table for Responsible Soy), SSAP (Soybean Sustainability Assurance Protocol), organic, and standards compliant with the European Feed Manufacturers' Federation (FEFAC) Guidelines, all of which prohibit illegal deforestation. For all soy inputs, whether certified or not, feed mills shall set clear goals for: traceability to country of origin, verification of chains of custody, exclusion of material derived from illegal deforestation, and exclusion of material derived from ecologically sensitive areas. **認證:** 全興國際支持並推廣包括 ProTerra、RTRS (負責任大豆圓桌會議)、SSAP (美國大豆可持續保障計畫)、有機、以及符合歐洲飼料生產商聯合會 (FEFAC) 準則等標準的負責任大豆計畫的原則。上述準則均禁止非法砍伐森林。對於無論是否經過認證的所有大豆製品投入，飼料廠均應制定如下明確目標：可追溯至原產國、對監管鏈的驗證、排除源于非法砍伐森林的材料以及排除源于生態敏感區的材料。
- c. **Good Agriculture Practices:** To ensure product safety and an eco-friendly environment, Grobest encourages suppliers to implement good agriculture practices that can prevent climate change, conserve water resources, and protect our land. Relevant practices include as follows: lower carbon footprint contributed from soya ingredients; develop standard of exhaust emission; properly handle the waste disposal; set limitation on the usage of pesticides and agrochemicals. Suppliers are expected to convey the concept of good agricultural practices among local soya farmers and further put into practice. **良好農業規範:** 為確保產品安全及生態友好的環境，全興國際鼓勵供應商實行良好農業規範，防止氣候變化、節約水資源以及保護我們的土地。相關規範包括：降低大豆原料產生的碳足跡；制定廢氣排放標準；妥善處理廢棄物；限制農藥及農用化學品的使用。期望供應商在當地種植大豆的農民群體中普及良好農業規範的概念，並付諸進一步實踐。



Implementation 實施

All Grobest Partners shall adhere to the contents of this Code and comply with all relevant policies and procedures as required by Grobest. 全興國際的所有合作夥伴均應遵守本準則的內容，並根據全興國際的要求遵循所有相關政策和程序。

Partners have the responsibility to inform their employees, subsidiaries and any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products: 合作夥伴有責任向其員工、附屬公司及合作夥伴委託其與全興國際進行部分或全部業務往來或從其採購可能用於全興國際產品的原材料的分包商告知：

- a. about the contents of this Code and to procure their compliance; and 本準則的內容，並促使其遵守；且
- b. that they may report any violation or suspected violations of the Code without fear or reprisal through our ethics hotline or contact us at ethics@grobest.com 可透過道德熱線或 ethics@grobest.com 聯繫我們以報告任何違反或涉嫌違反本準則的行為，且無需擔心遭到報復。

Partners will adopt a reasonable system to monitor and audit compliance with the above standards by their own employees, in their own operations and by any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products. 合作夥伴將採用合理的系統來監控和審核其自身員工和分包商在自身運營中對上述標準的遵守情況，以及其委託與全興國際的部分或全部商業交易或從其採購可能用於全興國際產品的原材料的分包商對上述標準的遵守情況。

Partners will keep accurate, complete and honest records related to Grobest's business which Grobest has the right to monitor to confirm compliance of Partners. Partners agree to make records and other documentation available, in connection with Grobest's business, for review and audit. 合作夥伴將保有與全興國際商業往來相關的準確且完整的真實記錄，全興國際有權監控以確認合作夥伴的遵守情況。合作夥伴同意提供與全興國際業務相關的記錄和其他憑證，以便用於審核和審計。

Grobest is committed to engaging with Partners to improve practices and alignment with this Code. However, a deliberate violation of this Code may lead to suspension of further services, payment or termination of all business connections, in whole or in part, with immediate effect. 全興國際致力於與合作夥伴合作共事，共同改進實踐並保證與本準則的一致性。然而，故意違反本準則的行為可能導致進一步服務、付款的暫停或全部或部分商業聯繫的立即終止。

This Code is translated into other languages. In case of any inconsistency between languages, the English version shall prevail. 本準則將翻譯為其他語言版本。不同語言版本之間如有任何不一致，應以英文版本為準。

Version 2.0 approved by the Grobest Board of Management, July 2024 經全興國際董事會批准第2.0版, 2024年7月

By signing acceptance of this Code, the Partner confirms it has received, read, understood and agreed to comply with the Grobest Partner Code of Conduct. 經簽字接受本準則，合作夥伴確認其已收到、閱讀、理解並同意遵守本全興國際合作夥伴行為準則。

Company Name 公司名稱:

Signature 簽名:

Name and Title 姓名與職位:

Date 日期:



Addendum 附錄

Additional Terms and Conditions applicable to local requirements 適用於當地要求的附加條款與條件

By signing acceptance of this addendum, the Partner confirms it has received, read, understood and agreed to comply with the above additional terms and conditions along with the Grobest Partner Code of Conduct. 經簽字接受本附錄，合作夥伴確認其已收到、閱讀、理解並同意全興國際合作夥伴行為準則及上述附加條款和條件。

Company Name 公司名稱:

Signature 簽名:

Name and Title 姓名與職位:

Date 日期:



[Thai]

Partner Code of Conduct

จรรยาบรรณทางธุรกิจ ของพันธมิตร

GROBEST

Partner Code of Conduct จรรยาบรรณทางธุรกิจ ของพันธมิตร

Introduction บทนำ

Grobest Group Limited and its subsidiaries (“**Grobest**”) was built on a foundation of fairness, honesty, integrity. We strive to preserve the foundation by bringing these to our everyday business practices, including a respect for human rights and a commitment to safe, responsible and sustainable growth. This Partner Code of Conduct (the “**Code**”) is based on the standards created by the International Labour Organization, the United Nations Guiding Principles on Business and Human Rights, and the UK Modern Slavery Act.

บริษัท โกรเบสท์กรุ๊ป จำกัด และบริษัทในเครือ (“**Grobest**”) ได้สร้างรากฐาน ด้านความยุติธรรม, ความซื่อสัตย์ ความสุจริตโปร่งใส เรามุ่งมั่นที่จะรักษารากฐานโดยนำสิ่งเหล่านี้มาใช้ในการดำเนินธุรกิจในชีวิตประจำวันของเรา, คำนี้ถึงการเคารพสิทธิมนุษยชนและความมุ่งมั่นในการเติบโต โดยคำนึงถึงความปลอดภัย มีความรับผิดชอบและความยั่งยืน จรรยาบรรณของพันธมิตรนี้ (“**จรรยาบรรณ**”) มีการจัดให้เป็นไปตามมาตรฐานที่สร้างขึ้นโดยองค์กรการแรงงานระหว่างประเทศ, หลักปฏิบัติและแนวทาง ของสหประชาชาติว่าด้วยการดำเนินธุรกิจและสิทธิมนุษยชน, รวมทั้งพระราชบัญญัติการใช้แรงงานทาสยุคใหม่ แห่งสหราชอาณาจักร.

Grobest intends to work only with reputable suppliers, distributors and business partners (“**Partners**”) who share in our commitment to operate ethically, in compliance with all applicable laws, and in conformance with the standards outlined in this Code. This Code explains how we expect all of our business partners to operate. Failure to meet that obligation can lead to termination of a Partner’s contract.

Grobest ตั้งใจที่จะทำงานร่วมกับผู้ผลิตและผู้จัดหา, ผู้จัดการจำหน่ายและพันธมิตรที่มีชื่อเสียง (“**พันธมิตร**”) ที่มีความมุ่งมั่นร่วมกันในการดำเนินธุรกิจอย่างมีจริยธรรม, สอดคล้องกับข้อกำหนดที่มีการบังคับใช้ทั้งหมด, และต้องสอดคล้องกับมาตรฐานที่ระบุไว้ในจรรยาบรรณนี้ จรรยาบรรณนี้จะแนะนำว่าเราคาดหวังให้พันธมิตรทางธุรกิจทั้งหมดของเราดำเนินงานอย่างไร การไม่ปฏิบัติตามข้อตกลงนี้อาจนำไปสู่การยกเลิกสัญญา.

Scope ขอบเขต

Partners in this Code means all suppliers, including but not limited to ingredient manufacturers, service agencies, distributors and business partners with whom Grobest contracts.

พันธมิตร ในจรรยาบรรณนี้หมายถึงผู้ผลิตและผู้จัดหาทั้งหมด, รวมไปถึงผู้ผลิตส่วนผสม, ตัวแทนบริการ, ผู้จัดการจำหน่าย, และพันธมิตรทางธุรกิจที่ทำสัญญากับ Grobest.

Some requirements in this Code only apply to raw material suppliers. Raw Materials refer to marine ingredients, plant ingredients, feed stuffs (e.g., land animals, algae, insect), feed additives (i.e., premixes, vitamins, minerals, trace elements and colourants) and packaging materials.

ข้อกำหนดบางประการในจรรยาบรรณนี้ใช้กับผู้ผลิตและผู้จัดหาวัตถุดิบเท่านั้น. วัตถุดิบ หมายถึง วัตถุดิบทางทะเล, ส่วนผสมจากพืช, อาหารสัตว์, (เช่น สัตว์บก, สาหร่าย, แมลง) วัตถุดิบเจือปนอาหารสัตว์ (เช่น ฟอสฟอรัส, วิตามิน, แร่ธาตุ, และสารแต่งสี) และวัสดุบรรจุภัณฑ์.

The Code may be adapted to the complexity of the contract, but all of Grobest’s Partners are expected to operate in accordance with applicable local and international laws, regulations and standards regarding human rights.

ทั้งนี้จรรยาบรรณนี้อาจปรับให้เข้ากับความซับซ้อนของสัญญา แต่พันธมิตรทั้งหมดของ Grobest ที่จะต้องดำเนินธุรกิจ ตามกฎหมายข้อบังคับและมาตรฐานด้านสิทธิมนุษยชนในท้องถิ่นและระหว่างประเทศที่บังคับใช้.

Standards of Conduct มาตรฐานข้อปฏิบัติ

1. Comply with Law and Code การปฏิบัติตามมาตรฐานและจรรยาบรรณ

Grobest requires its Partners to operate in accordance with the principles in this Code and to comply with all applicable laws and regulations that govern their business activities.

Grobest กำหนดให้พันธมิตรต้องดำเนินตามหลักการในจรรยาบรรณนี้และปฏิบัติตามกฎหมายข้อบังคับที่เกี่ยวข้องทั้งหมด ที่ควบคุมกิจกรรมทางธุรกิจของตน.

Partners should also work with their own suppliers to promote business conduct consistent with the principles in this Code. พันธมิตรควรทำงานร่วมกับผู้ผลิตและผู้จัดหาของตนเอง เพื่อส่งเสริมการดำเนินธุรกิจที่สอดคล้องกับหลักการในจรรยาบรรณนี้.

2. Anti-corruption and Business ethics การต่อต้านการทุจริตคอร์รัปชันและจริยธรรมทางธุรกิจ

Partners or any parties on behalf of them may not offer or accept any bribes, kickbacks, advantages or other corrupt practices in conducting business. Partners shall comply with relevant laws, regulations and applicable provisions, specifically international anti-corruption standards, including those stated in the UN Global Compact, international and local anti-corruption and bribery laws. Partners should avoid any conflict of interest relating to financial interests or other arrangements with Grobest employees that may be considered a bribe or otherwise inappropriate.

พันธมิตรหรือคู่สัญญาใดๆ จะต้องไม่มีการเสนอเรียกรับสินบน, เงินใต้โต๊ะ, หรือการทุจริตอื่นใดเพื่อเป็นข้อได้เปรียบหรือในการดำเนินธุรกิจ พันธมิตรต้องปฏิบัติตามกฎหมายข้อบังคับที่เกี่ยวข้อง และระเบียบข้อบังคับ และบทบัญญัติที่บังคับใช้

โดยเฉพาะมาตรฐานการต่อต้านการทุจริตคอร์รัปชันระหว่างประเทศ, รวมถึงที่ระบุในข้อตกลงในองค์การสหประชาชาติ, (UN Global Compact) และกฎหมายต่อต้านการทุจริตและการติดสินบนระหว่างประเทศ และกฎหมายข้อบังคับในระดับท้องถิ่น. พันธมิตรควรหลีกเลี่ยงผลประโยชน์ทับซ้อนที่เกี่ยวข้องกับผลประโยชน์ทางการเงินหรือข้อตกลงอื่นๆ กับพนักงานของ Grobest ที่อาจถือว่าเป็นสินบน หรือมีความไม่เหมาะสม.

3. Records, Information and Data Protection บันทึกข้อมูลและการคุ้มครองข้อมูล

Partners shall maintain genuine and honest books and records that reflect all transactions in an accurate and timely manner. Information (including personal data) is an important business asset that must be protected to avoid unwanted disclosure that may harm Grobest business operations, our brand and stakeholders. Partners are responsible for safeguarding against abuse or misuse of such information and should not disclose any confidential information to external parties outside Grobest without Grobest's permission.

พันธมิตรจะต้องเก็บรักษาบัญชีข้อมูลและบันทึกข้อมูลที่แท้จริงอย่างตรงไปตรงมา ซึ่งสะท้อนถึงธุรกรรมทั้งหมดอย่างถูกต้องและทันเวลา, ข้อมูล (รวมถึงข้อมูลส่วนบุคคล) เป็นทรัพย์สินที่สำคัญที่ต้องได้รับการคุ้มครองเพื่อหลีกเลี่ยงการรั่วไหลของข้อมูล, ซึ่งอาจเป็นอันตรายต่อการดำเนินธุรกิจ พันธมิตรมีหน้าที่รับผิดชอบในการป้องกันการละเมิดหรือการให้ข้อมูลดังกล่าวในทางที่ผิด, และไม่ควรถือข้อมูลที่เป็นความลับใดๆ แก่บุคคลภายนอกของ Grobest โดยไม่ได้รับอนุญาตจาก Grobest.

4. Labour Rights สิทธิแรงงาน

4.1 Child labour shall not be used, supported or permitted. While the term “child” is ultimately defined by local law, no Partner may employ any individual under the age of fifteen. Individuals under the age of eighteen may not be employed to perform hazardous tasks.

การใช้แรงงานเด็ก ห้ามใช้ สหัชสนุน, หรืออนุญาตให้ใช้แรงงานเด็ก, แม้คำว่า “เด็ก”

จะมีคำจำกัดความที่ถูกกำหนดโดยกฎหมายท้องถิ่น, แต่ไม่มีคู่ค้าคนใดสามารถจ้างบุคคลที่มีอายุต่ำกว่า 15 ปี

และบุคคลที่อายุต่ำกว่า 18 ปีก็ไม่สามารถได้รับการว่าจ้างเพื่อปฏิบัติงานที่เป็นอันตรายได้.

4.2 Any form of forced labour is strictly forbidden. This includes, but is not limited to:

- a. Involuntary prison labour or any form of bonded labour shall not be used under any circumstances.
- b. Workers shall not be required to pay hiring-related fees to employers, agents or labour brokers outside legally allowed fees. All fees charged to workers must be disclosed in advance and documented in a language that the workers understand.
- c. Workers shall not be required to hand over government issued identification papers, passports or work permits as a condition of employment.
- d. Workers are free to leave upon delivery of reasonable notice.
- e. Workers shall not be kept involuntarily on site outside of a work shift.
- f. Workers shall not be required to reside in employer-operated accommodation as a condition of employment for non-remote, readily accessible, operations.
- g. Workers are allowed to freely move around the workplace in order to use sanitary facilities and have access to potable drinking water during their work shift.

ห้ามให้มีการ บังคับใช้แรงงาน ในทุกรูปแบบโดยเด็ดขาด ทั้งนี้รวมถึงข้อจำกัดเหล่านี้

- a. ห้ามใช้ แรงงานในเรือนจำ ที่ไม่สมัครใจหรือ แรงงานจากการบังคับข่มขู่ ในทุกรูปแบบไม่ว่าในกรณีใด ๆ

- b. ลูกจ้างไม่ต้องจ่ายค่าธรรมเนียมที่เกี่ยวข้องกับการจ้างงานให้กับนายจ้าง, ตัวแทน, หรือนายหน้าแรงงานนอกเหนือจากค่าธรรมเนียมที่อนุญาตตามกฎหมาย.
ค่าธรรมเนียมทั้งหมดที่เรียกเก็บจากลูกจ้างจะต้องเปิดเผยล่วงหน้าและจัดทำเป็นเอกสารในภาษาที่ลูกจ้างสามารถเข้าใจได้
- c. คนงานไม่จำเป็นต้องส่งมอบ เอกสารประจำตัว, หนังสือเดินทาง หรือใบอนุญาตทำงาน ที่ออกโดยรัฐบาลเป็นมาเงื่อนไขในการจ้างงาน
- d. ลูกจ้างมีสิทธิที่จะ ลาออก ได้เมื่อได้แจ้งลา ตามเหตุสมควร
- e. ลูกจ้างจะต้องไม่ถูกกักบริเวณ ไว้ในไซต์งาน นอกกะการทำงาน โดยไม่สมัครใจ
- f. ลูกจ้าง ไม่จำเป็นต้องอาศัยอยู่ในที่พักที่ดำเนินการโดยนายจ้างและนำมาอ้างเพื่อเป็นเงื่อนไขการจ้างงาน ทั้งนี้ขึ้นอยู่กับความสมัครใจของลูกจ้าง. (ในกรณีที่อยู่ห่างไกลระบบขนส่ง).
- g. ลูกจ้างได้รับอนุญาตให้เคลื่อนย้ายไปรอบ ๆ ที่ทำงานได้อย่างอิสระ, เพื่อใช้สิ่งอำนวยความสะดวกด้านสุขอนามัยและสามารถเข้าถึงน้ำดื่มได้ในระหว่างกะทำงาน.

4.3 Partners are to respect the rights of workers to associate freely, including to join (or not to join) a labour union as any individual worker sees fit.

พันธมิตรต้องเคารพสิทธิของลูกจ้างในการรวมตัวกันอย่างเสรี.

รวมถึงการเข้าร่วมหรือไม่เข้าร่วมสหภาพแรงงานตามทีลูกจ้างแต่ละคนเห็นสมควร

4.4 Discrimination or harassment on the basis of race, color, caste, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status will not be tolerated.

งตเว้นการเลือกปฏิบัติหรือการล่วงละเมิดบนพื้นฐานของเชื้อชาติ, สีผิว, ชนชั้น, อายุ, เพศ, รสนิยมทางเพศ, ชาติพันธุ์, ความพิการ, ศาสนา, ความสนใจทางการเมือง, การเป็นสมาชิกสหภาพแรงงานหรือสถานภาพการสมรส.

เหล่านี้จะไม่ได้รับการยอมรับหรืออนุญาตให้ปฏิบัติต่อบุคคลใดทั้งสิ้น.

4.5 Partners are to contract with workers in a transparent manner and to compensate workers competitively relative to the industry and local labour market, in accordance with the terms of applicable collective bargaining agreements (if any), and in compliance with both the letter and spirit of local wage laws. Partners shall have disciplinary practices that respect the dignity and health of the worker and shall not make deductions as a form of discipline. Any other deductions (e.g., for lodging, uniforms or supplies) must be made with the express consent of the worker unless required by law. Under no circumstances may a deduction bring the worker's take home pay below what is mandated by law and necessary to meet a worker's basic needs and to provide some discretionary income for the worker.

พันธมิตรต้องทำ สัญญา กับลูกจ้างในลักษณะที่โปร่งใสและ,

ชดเชยค่าแรงที่มีมาตรฐานเดียวกันกับอุตสาหกรรมและตลาดแรงงานในท้องถิ่น, ที่เป็นไปตามเงื่อนไขข้อตกลงและการต่อรอง (ถ้ามี), และสอดคล้องและมีลายลักษณ์อักษรตรงกันกับกฎหมายค่าแรงในแต่ละท้องถิ่น

พันธมิตรจะต้องมีแนวปฏิบัติทางวินัยที่เคารพศักดิ์ศรีและสุขภาพของลูกจ้าง, และไม่หักเงินเพื่อลงโทษทางวินัย ไม่หักเงินอื่น ๆ (เช่น ค่าที่พัก ค่าเครื่องแบบ, หรือวัสดุสิ้นเปลือง) โดยถ้ามีจะต้องได้รับการยินยอมจากลูกจ้าง, เว้นแต่กฎหมายกำหนดไว้ไม่ว่ากรณีใด ๆ

ในส่วนการหักเงินจะไม่มีหักเงินเกินค่าแรงเพราะลูกจ้างต้องมีค่าใช้จ่ายในการดำรงชีพที่เหมาะสม

4.6 Working hours must comply with all national laws and industry standards. Overtime must be voluntary and compensated as required by relevant laws.

ชั่วโมงการทำงาน จะต้องเป็นไปตามกฎหมายแรงงานและมาตรฐานอุตสาหกรรมทั้งหมด.

หากมีการทำงานล่วงเวลาลูกจ้างจะต้องได้รับค่าตอบแทนตามที่กฎหมายแรงงานกำหนด.

4.7 Harsh and inhumane treatment is strictly forbidden. This means that physical abuse or discipline (or threat thereof), verbal abuse, sexual or other harassment are not permitted and will not be tolerated.

ห้ามมิให้มีการปฏิบัติที่รุนแรงและไร้มนุษยธรรมโดยเด็ดขาด ซึ่งหมายถึงการล่วงละเมิดทางร่างกายหรือการลงโทษ (หรือการคุกคาม), การล่วงละเมิดทางวาจา, การล่วงละเมิดทางเพศหรือการคุกคามอื่น ๆ

ไม่อนุญาตและไม่ยอมให้เกิดขึ้นไม่ว่ากรณีใด ๆ

4.8 Partners shall have a grievance mechanism accessible and applicable to all workers, including requirements for non-retaliation.

พันธมิตรจะต้องมีกลไกการร้องทุกข์ ที่ลูกจ้างเข้าถึงได้, และบังคับใช้กับพนักงานทุกคน รวมถึงข้อกำหนดที่จะไม่ให้มีการตอบโต้.

4.9 Partners must provide a safe and hygienic working environment and worker accommodation (where this is provided by Partners). Where the workplace is not readily accessible and public transportation is not available, Partners shall offer workers reasonable and safe transportation to leave the premises.

พันธมิตรจะต้องจัดเตรียม สภาพแวดล้อมการทำงานและที่พักคนงานที่ปลอดภัยและถูกสุขอนามัย

(ทางพันธมิตรจะต้องจัดเตรียมไว้) ในกรณีที่ไม่สามารถเข้าถึงสถานที่ทำงานได้สะดวกและไม่มีระบบขนส่งสาธารณะ

พันธมิตรจะต้องจัดให้มีการขนส่งที่สมเหตุสมผลและปลอดภัยแก่ลูกจ้าง

4.10 Respect for indigenous and tribal people's rights - where applicable, Partners should proactively engage with the local indigenous and tribal people to periodically identify, avoid or mitigate significant negative social impacts resulting from activities of the Partners, including an effective grievance procedure accessible and applicable to the indigenous and tribal people.

การเคารพสิทธิของชนพื้นเมืองและชนเผ่า ในกรณีนี้, พันธมิตรควรมีส่วนร่วมเชิงรุกกับคนพื้นเมืองและชนเผ่าในพื้นที่ เพื่อระบุ หลีกเลี่ยง หรือบรรเทาผลกระทบด้านสังคมเชิงลบอย่างมีนัยสำคัญ ที่เกิดจากกิจกรรมของพันธมิตรเป็นระยะๆ

รวมถึงขั้นตอนการร้องเรียนที่มีประสิทธิภาพที่เข้าถึงได้และนำไปใช้ได้กับคนพื้นเมืองและชนเผ่า.

5. Environment สิ่งแวดล้อม

Partners shall comply with relevant environmental laws and regulations. Resources shall be used in an efficient and sustainable way and Partners should strive to minimize their greenhouse gas emissions and other negative impacts on biodiversity, water, energy use, and the environment. Partners should implement a systematic approach to identify, monitor, control, treat and dispose of waste and effluents responsibly, with particular care taken for waste that contains substances known to be hazardous to people and the environment.

พันธมิตรจะต้องปฏิบัติตามกฎหมายและข้อบังคับด้านสิ่งแวดล้อมที่เกี่ยวข้องโดยคำนึงถึงทรัพยากรจะต้องถูกใช้อย่างมีประสิทธิภาพและยั่งยืน และพันธมิตรควรคำนึงถึงการลดการปล่อยก๊าซเรือนกระจกและผลกระทบเชิงลบอื่นๆ ที่จะส่งผลต่อความหลากหลายทางชีวภาพ, ทางน้ำ, การใช้พลังงาน, และสิ่งแวดล้อมให้น้อยที่สุด พันธมิตรควรใช้แนวทางและมีมาตรฐานในการจัดการที่เป็นระบบโดยมีการระบุ, ตรวจสอบ, ควบคุม, บำบัด และกำจัดของเสียและน้ำเสียอย่างมีความรับผิดชอบ โดยเฉพาะของเสียที่มีสารที่พบว่าเป็นอันตรายต่อผู้คนและสิ่งแวดล้อม.

6. Product Safety and Quality (this section is applicable only to raw material suppliers)

ความปลอดภัยและคุณภาพของผลิตภัณฑ์ (ส่วนนี้ใช้ได้เฉพาะกับผู้จัดหาวัตถุดิบเท่านั้น)

For raw material suppliers, they shall operate an effective quality system based on Hazard Analysis Critical Control Points (HACCP) principles. For products that lay claim to any certifications or identity preserved schemes, integrity of the certification should be maintained throughout the supply chain until delivery to Grobest. The suppliers shall put in place procedures to ensure that products that are manufactured for and/or delivered to Grobest:

- Comply with all applicable national and international legislation as well as regulatory guidelines of the destined country(ies) in relation to feed industry standards, safety regulations, packaging labelling and quality assurance systems.
- Follow applicable requirements set by Grobest, depending on destined plant's certification requirements such as requirements stated in ISO 22000/ HACCP, BAP, ASC etc.
- Comply with the agreed product specifications and provide the necessary analysis report for each product delivery,
- Fall within shelf life and be suitable and safe for its intended use.
- Are free from biological, chemical and physical contamination.

สำหรับผู้จัดหาวัตถุดิบ จะปฏิบัติตามระบบคุณภาพที่มีประสิทธิภาพ ภายใต้พื้นฐาน และหลักการการวิเคราะห์อันตรายและจุดวิกฤตที่ต้องควบคุม (HACCP) สำหรับผลิตภัณฑ์ที่อ้างอิงถึงเอกสารรับรองระบบคุณภาพ หรือระบุแผนการเก็บรักษา.

ควรรักษาความสมบูรณ์ของการรับรองตลอดห่วงโซ่อุปทาน จนกว่าสินค้าจะส่งมอบถึง Grobest. ผู้จัดหาควรจะมีขั้นตอนการปฏิบัติงาน เพื่อให้มั่นใจว่าสินค้าที่ผลิต หรือจัดส่งให้กับ Grobest.

- ปฏิบัติตามกฎหมายระดับชาติและระหว่างประเทศที่บังคับใช้ทั้งหมด.

ตลอดจนแนวปฏิบัติด้านกฎระเบียบของประเทศปลายทางที่เกี่ยวข้องกับมาตรฐานอุตสาหกรรมอาหารสัตว์, กฎระเบียบด้านความปลอดภัย, การติดตามบรรจุภัณฑ์, และระบบการประกันคุณภาพ.

- b. ปฏิบัติตามข้อกำหนดที่เกี่ยวข้องที่กำหนดโดย Grobest โดยขึ้นอยู่กับข้อกำหนดการรับรองของโรงงานเป้าหมาย เช่น ข้อกำหนดที่ระบุไว้ใน ISO 22000/HACCP, BAP, ASC เป็นต้น.
- c. ปฏิบัติตามข้อกำหนดผลิตภัณฑ์ที่ตกลงกันไว้และจัดทำรายงานการวิเคราะห์ที่จำเป็นสำหรับการส่งมอบผลิตภัณฑ์แต่ละรายการ.
- d. มีการเก็บรักษาผลิตภัณฑ์ อยู่ในช่วงอายุ อย่างเหมาะสมและปลอดภัยสำหรับการใช้งานตามวัตถุประสงค์.
- e. ผลิตภัณฑ์ปราศจากการปนเปื้อนทางชีวภาพ เคมี และกายภาพ.

7. Traceability (this section is applicable only to raw material suppliers)

การตรวจสอบย้อนกลับ (ส่วนนี้ใช้ได้เฉพาะกับผู้จัดหาวัตถุดิบเท่านั้น)

Suppliers shall implement traceability systems that enable the products sold to Grobest to be traced back to the country of origin and manufacturer for each delivery. A defined traceability system shall be required in order to identify matching-Grobest qualified products from non-matching products. For marine products, suppliers shall also provide species and fishery origin (FAO Area) for each delivery.

ผู้ผลิตและผู้จัดหาจะต้องนำระบบการตรวจสอบย้อนกลับมาใช้

ซึ่งจะทำให้สามารถตรวจสอบย้อนกลับไปยังประเทศต้นทางและผู้ผลิตของสินค้าที่จำหน่ายให้กับ Grobest ได้สำหรับการจัดส่งแต่ละครั้ง

โดยจะต้องมีระบบการตรวจสอบย้อนกลับที่กำหนดไว้ เพื่อระบุสินค้าที่มีคุณสมบัติตรงตามข้อกำหนดของ Grobest

จากสินค้าที่ไม่ตรงตามข้อกำหนด. สำหรับสินค้าทางทะเล, ผู้ผลิตและผู้จัดหาจะต้องระบุสายพันธุ์และแหล่งกำเนิดสินค้า (พื้นที่ FAO)

สำหรับการจัดส่งแต่ละครั้งด้วย.

8. Sustainable Sourcing of Marine Products การจัดหาผลิตภัณฑ์อย่างยั่งยืน

- a. **Scope:** This section applies to all suppliers of marine products used in our supply chain including traders, agents or processors. This includes, but is not limited to, fishmeal and fish oil processed from fish, squid and krill caught whole, by-products from fishery processing and by-products from aquaculture.
- b. **Certification:** Grobest subscribes to and promotes the principles of the Food And Agriculture (FAO) Code of Conduct for Responsible Fisheries through the development and adoption of the International Fishmeal and Fish Oil responsible supply program. Hence, Grobest encourages suppliers to obtain recognized third-party certifications from MarinTrust (formerly known as International Fishmeal & Fish Oil Organization IFFO RS), Marine Stewardship Council (MSC) and Friend of the Sea (FOS) that demonstrate compliance with the criteria specified in those Codes. Alternatively, suppliers are encouraged to join active and approved Improvers Programs as verified by IFFO or the Sustainable Fisheries Partnership (SFP) or World Wildlife Fund (WWF) or other equivalent fishery improvement projects.
- c. **Responsible Sourcing:** Suppliers must demonstrate that measures are taken to ensure the responsible sourcing of legal, regulated and reported marine ingredients and avoidance of ingredients sourced from Illegal, Unreported and Unregulated (IUU) fishing activity nor sourced from vessels officially listed as engaging in IUU fishing activity. This can be achieved by, but not limited to, sourcing from marine ingredients with assurance from national, regional or international governing bodies such as Thailand Marine Catch Purchasing Document (MCPD). Species of whole fish and by-products shall not be in the list of CITES appendices (Convention on International Trade in Endangered Species of Wild Fauna and Flora), or be categorized by the IUCN as Endangered or Critically Endangered. Marine products shall not originate from natural mortalities including diseases.

a. **ขอบเขต:** ส่วนนี้ใช้กับผู้ผลิตและผู้จัดหาผลิตภัณฑ์ทางทะเลทั้งหมดที่ใช้ในห่วงโซ่อุปทานของเรา. รวมถึงผู้ค้า, ตัวแทน, หรือผู้แปรรูป, ซึ่งรวมถึงและไม่จำกัดเพียง ปลาป่นและน้ำมันปลาที่แปรรูปจากปลา, ปลาหมึก, และกุ้งที่จับได้ทั้งตัว, ผลิตภัณฑ์พลอยได้จากการแปรรูปประมง, และผลิตภัณฑ์พลอยได้จากการเพาะเลี้ยงสัตว์น้ำ.

b. **การรับรอง:** Grobest ยึดมั่นและส่งเสริมหลักปฏิบัติด้านอาหารและการเกษตร (FAO) สำหรับการทำให้ประมงอย่างมีความรับผิดชอบ ผ่านการพัฒนาและนำโปรแกรมการจัดการปลาป่น และน้ำมันปลา ตามหลักการระหว่างประเทศมาใช้อย่างมีความรับผิดชอบ ดังนั้น Grobest จึงสนับสนุนให้ผู้ผลิตและผู้จัดหาได้รับการรับรองจากบุคคลที่สามที่ได้รับการยอมรับจาก MarinTrust (เดิมเรียกว่า International Fishmeal & Fish Oil Organization IFFO RS), Marine Stewardship Council (MSC) และ Friend of the Sea (FOS) ซึ่งแสดงให้เห็นถึงการปฏิบัติตามเกณฑ์ที่ระบุไว้ในจรรยาบรรณดังกล่าว. หรืออีกทางหนึ่งผู้ผลิตและผู้จัดหาควรเข้าร่วมโปรแกรม Improvers ที่ใช้งานอยู่และได้รับการอนุมัติ. ซึ่งได้รับการยืนยันจาก IFFO หรือ Sustainable Fisheries Partnership (SFP) หรือ World Wildlife Fund (WWF) หรือโครงการปรับปรุงการประมงที่เทียบเท่าอื่นๆ.

c. **การจัดหาวัตถุดิบอย่างมีความรับผิดชอบ:** ผู้ผลิตและผู้จัดหาต้องแสดงให้เห็นว่ามีการดำเนินการ เพื่อให้แน่ใจว่ามีการจัดหาวัตถุดิบทางทะเลที่ถูกกฎหมาย, มีการควบคุม, และมีการรายงานอย่างมีความรับผิดชอบ

และหลีกเลี่ยงวัตถุดิบที่มาจากกิจกรรมการประมงที่ผิดกฎหมาย ไม่มีการรายงาน, และไม่มีการควบคุม (IUU) หรือจากเรือที่มีรายชื่ออย่างเป็นทางการว่ามีส่วนร่วมในกิจกรรมการประมง IUU ซึ่งสามารถบรรลุผลได้โดยการจัดซื้อวัตถุดิบทางทะเลโดยได้รับการรับรองจากหน่วยงานกำกับดูแลระดับชาติ, ระดับภูมิภาค, หรือระดับนานาชาติ เช่น เอกสารการจัดซื้อวัตถุดิบที่จับได้ในทะเลของประเทศไทย (MCPD) พันธุ์ปลาทั้งตัวและผลิตภัณฑ์รองไม่ควรรอยู่ในรายการภาคผนวก CITES หรือจัดประเภทโดย IUCN ว่าเป็นสัตว์ใกล้สูญพันธุ์หรือใกล้สูญพันธุ์อย่างยิ่ง. ผลิตภัณฑ์ทางทะเลไม่ควรมีต้นกำเนิดจากการตายตามธรรมชาติและรวมถึงการตายจากโรคอื่นๆ.

9. Sustainable Sourcing of Soya Products การจัดหาผลิตภัณฑ์จากถั่วเหลืองอย่างยั่งยืน

- a. **Scope:** This section applies to all suppliers of soya products used in our supply chain including traders, agents or processors. This includes, but is not limited to, soybean meal, soy oil, soy lecithin processed and other soy derivatives from soybean.
- b. **Certification:** Grobest subscribes to and promotes the principles of responsible soya programs including ProTerra, RTRS (Round Table for Responsible Soy), SSAP (Soybean Sustainability Assurance Protocol), organic, and standards compliant with the European Feed Manufacturers' Federation (FEFAC) Guidelines, all of which prohibit illegal deforestation. For all soy inputs, whether certified or not, feed mills shall set clear goals for: traceability to country of origin, verification of chains of custody, exclusion of material derived from illegal deforestation, and exclusion of material derived from ecologically sensitive areas.
- c. **Good Agriculture Practices:** To ensure product safety and an eco-friendly environment, Grobest encourages suppliers to implement good agriculture practices that can prevent climate change, conserve water resources, and protect our land. Relevant practices include as follows: lower carbon footprint contributed from soya ingredients; develop standard of exhaust emission; properly handle the waste disposal; set limitation on the usage of pesticides and agrochemicals. Suppliers are expected to convey the concept of good agricultural practices among local soya farmers and further put into practice.

- a. **ขอบเขต:** ส่วนนี้ใช้กับผู้ผลิตและผู้จัดหาผลิตภัณฑ์จากถั่วเหลืองทั้งหมดที่ใช้ในห่วงโซ่อุปทานของเรา. ซึ่งรวมถึงผู้ค้า, ตัวแทน, หรือผู้แปรรูป. แต่ไม่จำกัดเพียงกากถั่วเหลือง, น้ำมันถั่วเหลือง, เลซิธินถั่วเหลืองที่ผ่านการแปรรูป, และสารอนุพันธ์จากถั่วเหลืองอื่นๆ.
- b. **การรับรอง:** Grobest ยึดมั่นและส่งเสริมผลิตภัณฑ์ถั่วเหลืองผ่านขั้นตอนการตรวจสอบด้วยโปรแกรมที่มีคุณภาพดีที่มีความรับผิดชอบ. รวมถึง ProTerra, RTRS (Round Table for Responsible Soy), SSAP (Soybean Sustainability Assurance Protocol), ผลิตภัณฑ์ออร์แกนิกและมาตรฐานที่สอดคล้องกับแนวทางของ European Feed Manufacturers' Federation (FEFAC) ซึ่งทั้งหมดนี้ห้ามการตัดไม้ทำลายป่าอย่างผิดกฎหมาย. สำหรับวัตถุดิบถั่วเหลืองทั้งหมด, ไม่ว่าจะได้รับการรับรองหรือไม่ก็ตาม, โรงงานผลิตอาหารสัตว์จะต้องกำหนดเป้าหมายที่ชัดเจนสำหรับ: การตรวจสอบย้อนกลับไปยังประเทศต้นกำเนิด, การตรวจสอบห่วงโซ่อุปทาน, การยกเว้นวัตถุดิบที่ได้มาจากการตัดไม้ทำลายป่าอย่างผิดกฎหมาย, และการยกเว้นวัตถุดิบที่ได้มาจากพื้นที่ที่มีความอ่อนไหวต่อระบบนิเวศ.
- c. **แนวทางปฏิบัติทางการเกษตรที่ดี:** เพื่อให้แน่ใจว่าผลิตภัณฑ์มีความปลอดภัยและเป็นมิตรต่อสิ่งแวดล้อม Grobest สนับสนุนให้ผู้ผลิตและผู้จัดหาแนวทางปฏิบัติทางการเกษตรที่ดี มาใช้เพื่อป้องกันการเปลี่ยนแปลงระบบนิเวศ. ต้องคำนึงถึงการอนุรักษ์ทรัพยากรน้ำและปกป้องผืนดินของเรา. แนวทางปฏิบัติที่เกี่ยวข้อง ได้แก่ ลดปริมาณคาร์บอนที่เกิดจากส่วนผสมของถั่วเหลือง, พัฒนาควคุมมาตรฐานการปล่อยไอเสีย, จัดการการกำจัดของเสียอย่างเหมาะสม, กำหนดข้อจำกัดในการใช้ยาฆ่าแมลงและสารเคมีทางการเกษตร. ผู้ผลิตและผู้จัดหาควรนำแนวคิดเกี่ยวกับแนวทางปฏิบัติทางการเกษตรที่ดีไปใช้กับเกษตรกรผู้ปลูกถั่วเหลืองในท้องถิ่นและนำไปปฏิบัติต่อไป.

Implementation ข้อแนะนำการใช้งาน

All Grobest Partners shall adhere to the contents of this Code and comply with all relevant policies and procedures as required by Grobest.

พันธมิตรของ Grobest ทั้งหมดจะต้องปฏิบัติตามเนื้อหาของจรรยาบรรณนี้และปฏิบัติตามนโยบายและขั้นตอนที่เกี่ยวข้องทั้งหมดตามที่ Grobest กำหนด.

Partners have the responsibility to inform their employees, subsidiaries and any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products:

- a. about the contents of this Code and to procure their compliance; and
- b. that they may report any violation or suspected violations of the Code without fear or reprisal through our ethics hotline or contact us at ethics@grobest.com



พันธมิตรมีหน้าที่รับผิดชอบในการแจ้งให้พนักงาน, บริษัทสาขา, และผู้ผลิตและผู้จัดหารายย่อยของตน, ที่พวกเขามอบหมายการติดต่อทางธุรกิจบางส่วนหรือทั้งหมดของพันธมิตรกับ Grobest หรือผู้ที่พวกเขาจัดหาวัตถุดิบที่อาจนำไปใช้ในผลิตภัณฑ์ของ Grobest:

- a. เกี่ยวกับเนื้อหาของจรรยาบรรณนี้ เป็นไปเพื่อส่งเสริม แนะนำแนวทางให้ปฏิบัติตาม และ
- b. หากพบว่ามีความเสี่ยงที่จะมีการละเมิดจรรยาบรรณ สามารถติดต่อโดยผ่านทางของเราได้ที่ ethics@grobest.com

Partners will adopt a reasonable system to monitor and audit compliance with the above standards by their own employees, in their own operations and by any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products.

พันธมิตรจะใช้ระบบที่สมเหตุสมผลในการตรวจสอบ และตรวจสอบการปฏิบัติตามมาตรฐานข้างต้น โดยมีพนักงานตนเองดำเนินการ และโดยผู้ผลิตและผู้จัดหารายย่อยใดๆ ที่พวกเขามอบหมายการติดต่อทางธุรกิจบางส่วน หรือทั้งหมดของพันธมิตรกับ Grobest หรือผู้ที่พวกเขาจัดหาวัตถุดิบที่อาจนำไปใช้ในผลิตภัณฑ์ของ Grobest.

Partners will keep accurate, complete and honest records related to Grobest's business which Grobest has the right to monitor to confirm compliance of Partners. Partners agree to make records and other documentation available, in connection with Grobest's business, for review and audit.

พันธมิตรจะเก็บรักษาบันทึกที่เกี่ยวข้องกับธุรกิจของ Grobest อย่างถูกต้อง, ครบถ้วน, และซื่อสัตย์ ซึ่ง Grobest มีสิทธิ์ตรวจสอบเพื่อยืนยันการปฏิบัติตาม ข้อกำหนดของพันธมิตร พันธมิตรตกลงที่จะจัดทำบันทึกและเอกสารอื่นๆ ที่เกี่ยวข้องกับธุรกิจของ Grobest เพื่อสำหรับการทบทวน และการตรวจสอบ.

Grobest is committed to engaging with Partners to improve practices and alignment with this Code. However, a deliberate violation of this Code may lead to suspension of further services, payment or termination of all business connections, in whole or in part, with immediate effect.

Grobest มุ่งมั่นที่จะมีส่วนร่วมกับพันธมิตรเพื่อปรับปรุงแนวทางปฏิบัติและสอดคล้องกับหลักจรรยาบรรณนี้.

อย่างไรก็ตามการละเมิดจรรยาบรรณนี้โดยเจตนาอาจนำไปสู่การระงับบริการ, การชำระเงิน, หรือการยุติการทำทางธุรกิจทั้งหมดหรือบางส่วนโดยมีผลทันที.

This Code is translated into other languages. In case of any inconsistency between languages, the English version shall prevail. จรรยาบรรณฉบับนี้ ได้รับการแปลเป็นภาษาอื่น ในกรณีที่มีความไม่สอดคล้องกันระหว่างภาษาต่าง ๆ ให้ยึดฉบับภาษาอังกฤษเป็นหลัก.

Version 2.0 approved by the Grobest Board of Management, July 2024

เวอร์ชัน 2.0 ได้รับการอนุมัติจากคณะกรรมการบริหาร Grobest, กรกฎาคม 2024

By signing acceptance of this Code, the Partner confirms it has received, read, understood and agreed to comply with the Grobest Partner Code of Conduct.

การลงนามยอมรับจรรยาบรรณนี้ แสดงว่าคู่ค้ายืนยันว่าได้รับ อ่าน เข้าใจ และตกลงปฏิบัติตามจรรยาบรรณร่วมกับพันธมิตรของ Grobest แล้ว

Company Name ชื่อบริษัท:

Signature ลายเซ็น:

Name and Title ชื่อและตำแหน่ง:

Date วันที่:



Addendum เพิ่มเติม

Additional Terms and Conditions applicable to local requirements ข้อกำหนดและเงื่อนไขเพิ่มเติมที่บังคับกับข้อกำหนดในท้องถิ่น

By signing acceptance of this addendum, the Partner confirms it has received, read, understood and agreed to comply with the above additional terms and conditions along with the Grobest Partner Code of Conduct.

การลงนามยอมรับภาคผนวกนี้ พันธมิตรยืนยันว่าได้รับ อ่าน เข้าใจ และตกลงที่จะปฏิบัติตามข้อกำหนดและเงื่อนไขเพิ่มเติมข้างต้น รวมถึงจรรยาบรรณของพันธมิตร Grobest.

Company Name ชื่อบริษัท:

Signature ลายเซ็น:

Name and Title ชื่อและตำแหน่ง:

Date วันที่:



[Vietnamese]

Partner Code of Conduct
Quy tắc Ứng xử dành cho Đối tác

GROBEST

Partner Code of Conduct | Quy tắc Ứng xử dành cho Đối tác

Introduction | Giới thiệu

Grobest Group Limited and its subsidiaries (“**Grobest**”) was built on a foundation of fairness, honesty, integrity. We strive to preserve the foundation by bringing these to our everyday business practices, including a respect for human rights and a commitment to safe, responsible and sustainable growth. This Partner Code of Conduct (the “**Code**”) is based on the standards created by the International Labour Organization, the United Nations Guiding Principles on Business and Human Rights, and the UK Modern Slavery Act. | Tập đoàn Grobest và các công ty con (“**Grobest**”) được xây dựng trên nền tảng **công bằng, trung thực và liêm chính**. Chúng tôi nỗ lực duy trì nền tảng này bằng cách áp dụng vào thực tiễn hoạt động kinh doanh hàng ngày, bao gồm việc tôn trọng nhân quyền và cam kết tăng trưởng an toàn, có trách nhiệm và bền vững. Quy tắc Ứng xử dành cho Đối tác này (sau đây gọi là “**Quy tắc**”) dựa trên các tiêu chuẩn do Tổ chức Lao động Quốc tế, Nguyên tắc Hướng dẫn của Liên Hợp Quốc về Kinh doanh và Nhân quyền, và Đạo luật chống Nô lệ Hiện đại của Vương quốc Anh.

Grobest intends to work only with reputable suppliers, distributors and business partners (“**Partners**”) who share in our commitment to operate ethically, in compliance with all applicable laws, and in conformance with the standards outlined in this Code. This Code explains how we expect all of our business partners to operate. Failure to meet that obligation can lead to termination of a Partner’s contract. | Grobest chỉ hợp tác với các nhà cung cấp, nhà phân phối và đối tác kinh doanh có uy tín (“**Đối tác**”) và có chung cam kết kinh doanh có đạo đức, tuân thủ tất cả các luật hiện hành, và tuân thủ các tiêu chuẩn được nêu trong Quy tắc này. Quy tắc này nêu rõ kỳ vọng của chúng tôi về cách thức hoạt động của tất cả các đối tác kinh doanh của chúng tôi. Không hoàn thành nghĩa vụ trên có thể dẫn đến việc chấm dứt hợp đồng với Đối tác.

Scope | Phạm vi

Partners in this Code means all suppliers, including but not limited to ingredient manufacturers, service agencies, distributors and business partners with whom Grobest contracts. | **Đối tác** trong Quy tắc này có nghĩa là tất cả các nhà cung cấp, bao gồm nhưng không giới hạn ở các nhà sản xuất nguyên liệu, bên cung cấp dịch vụ, nhà phân phối và đối tác kinh doanh mà Grobest ký kết hợp đồng.

Some requirements in this Code only apply to raw material suppliers. Raw Materials refer to marine ingredients, plant ingredients, feed stuffs (e.g., land animals, algae, insect), feed additives (i.e., premixes, vitamins, minerals, trace elements and colourants) and packaging materials. | Một số yêu cầu trong Quy tắc này chỉ áp dụng cho các nhà cung cấp nguyên liệu. Nguyên liệu bao gồm các nguyên liệu có nguồn gốc từ thủy sản, nguyên liệu có nguồn gốc từ thực vật, nguyên liệu thức ăn (ví dụ: động vật trên cạn, tảo, côn trùng), phụ gia thức ăn (tức là premix, vitamin, khoáng chất, nguyên tố vi lượng và chất tạo màu) và vật liệu đóng gói.

The Code may be adapted to the complexity of the contract, but all of Grobest’s Partners are expected to operate in accordance with applicable local and international laws, regulations and standards regarding human rights. | Quy tắc có thể được điều chỉnh phù hợp với mức độ phức tạp của hợp đồng, nhưng tất cả các Đối tác của Grobest đều phải hoạt động phù hợp với các luật, quy định và tiêu chuẩn địa phương và quốc tế liên quan đến nhân quyền.

Standards of Conduct | Tiêu chuẩn Ứng xử

1. Comply with Law and Code | Tuân thủ Pháp luật và Quy tắc

Grobest requires its Partners to operate in accordance with the principles in this Code and to comply with all applicable laws and regulations that govern their business activities. | Grobest yêu cầu các Đối tác của mình hoạt động phù hợp với các nguyên tắc trong Quy tắc này và tuân thủ tất cả các luật và quy định hiện hành đối với các hoạt động kinh doanh của họ.

Partners should also work with their own suppliers to promote business conduct consistent with the principles in this Code. | Đối tác cũng cần hợp tác với các nhà cung cấp của riêng mình để khuyến khích hành vi kinh doanh phù hợp với các nguyên tắc trong Quy tắc này.

2. Anti-corruption and Business ethics | Chống tham nhũng và Đạo đức Kinh doanh

Partners or any parties on behalf of them may not offer or accept any bribes, kickbacks, advantages or other corrupt practices in conducting business. Partners shall comply with relevant laws, regulations and applicable provisions, specifically international anti-corruption standards, including those stated in the UN Global Compact, international and local anti-corruption and bribery laws. Partners should avoid any conflict of interest relating to financial interests or other arrangements with Grobest employees that may be considered a bribe or otherwise inappropriate. | Đối tác hoặc bất kỳ bên nào thay mặt họ không được đề nghị hoặc nhận bất kỳ khoản hối lộ, lợi quã, lợi thế hoặc các hành vi tham nhũng khác trong việc kinh doanh. Đối tác phải tuân thủ các luật, quy định và điều khoản hiện hành, đặc biệt là các tiêu chuẩn chống tham nhũng quốc tế, bao gồm những tiêu chuẩn được nêu trong Hiệp ước Toàn cầu Liên Hợp Quốc, các luật chống tham nhũng và hối lộ quốc tế và địa phương. Đối tác nên tránh bất kỳ xung đột lợi ích nào liên quan đến lợi ích

tài chính hoặc các dàn xếp thỏa thuận khác với nhân viên của Grobest mà có thể được coi là hối lộ hoặc không phù hợp.

3. Records, Information and Data Protection | Bảo vệ Hồ sơ, Thông tin và Dữ liệu

Partners shall maintain genuine and honest books and records that reflect all transactions in an accurate and timely manner. Information (including personal data) is an important business asset that must be protected to avoid unwanted disclosure that may harm Grobest business operations, our brand and stakeholders. Partners are responsible for safeguarding against abuse or misuse of such information and should not disclose any confidential information to external parties outside Grobest without Grobest’s permission. | Đối tác phải duy trì các sổ sách và hồ sơ chuẩn và trung thực phản ánh tất cả các giao dịch một cách chính xác và kịp thời. Thông tin (bao gồm dữ liệu cá nhân) là tài sản kinh doanh quan trọng cần được bảo vệ để tránh việc tiết lộ không mong muốn có thể gây hại cho hoạt động kinh doanh, thương hiệu và các bên liên quan của Grobest. Đối tác chịu trách nhiệm bảo vệ chống lại sự lạm dụng hoặc sử dụng sai thông tin đó và không được tiết lộ bất kỳ thông tin bảo mật nào cho các bên ngoài bên cạnh Grobest mà không có sự cho phép của Grobest.

4. Labour Rights | Quyền Lao động

- 4.1. Child labour shall not be used, supported or permitted. While the term “child” is ultimately defined by local law, no Partner may employ any individual under the age of fifteen. Individuals under the age of eighteen may not be employed to perform hazardous tasks. | Không được sử dụng, hỗ trợ hoặc cho phép sử dụng Lao động trẻ em. Mặc dù luật pháp địa phương đưa ra định nghĩa chung về thuật ngữ “trẻ em” nhưng không Đối tác nào được thuê bất kỳ cá nhân nào dưới mười lăm tuổi. Không được thuê những người dưới mười tám tuổi để thực hiện các công việc nguy hiểm.
- 4.2. Any form of forced labour is strictly forbidden. This includes, but is not limited to: | Nghiêm cấm mọi hình thức lao động cưỡng bức. Điều này bao gồm, nhưng không giới hạn ở:
 - a. Involuntary prison labour or any form of bonded labour shall not be used under any circumstances. | Không được sử dụng tù lao động tù nhân không tự nguyện hoặc bất kỳ hình thức lao động lệ thuộc nào trong mọi trường hợp.
 - b. Workers shall not be required to pay hiring-related fees to employers, agents or labour brokers outside legally allowed fees. All fees charged to workers must be disclosed in advance and documented in a language that the workers understand. | Không được yêu cầu người lao động trả phí liên quan đến việc tuyển dụng cho người sử dụng lao động, đại lý hoặc người môi giới lao động ngoài các phí pháp luật cho phép. Tất cả các khoản phí thu từ người lao động phải được công khai trước và được ghi lại bằng ngôn ngữ mà người lao động hiểu.
 - c. Workers shall not be required to hand over government issued identification papers, passports or work permits as a condition of employment. | Không được yêu cầu người lao động giao nộp giấy tờ tùy thân, hộ chiếu hoặc giấy phép lao động do chính phủ cấp như một điều kiện để được nhận vào làm.
 - d. Workers are free to leave upon delivery of reasonable notice. | Người lao động được tự do nghỉ việc khi có thông báo hợp lý.
 - e. Workers shall not be kept involuntarily on site outside of a work shift. | Không được giữ người lao động một cách không tự nguyện tại nơi làm việc ngoài ca làm việc.
 - f. Workers shall not be required to reside in employer-operated accommodation as a condition of employment for non-remote, readily accessible, operations. | Không được yêu cầu người lao động cư trú trong chỗ ở do người sử dụng lao động quản lý như một điều kiện để được nhận vào làm đối với các công việc dễ tiếp cận và không phải ở nơi hẻo lánh.
 - g. Workers are allowed to freely move around the workplace in order to use sanitary facilities and have access to potable drinking water during their work shift. | Người lao động được phép tự do di chuyển quanh nơi làm việc để sử dụng các cơ sở vệ sinh và có quyền tiếp cận nước uống trong suốt ca làm việc của mình.
- 4.3. Partners are to respect the rights of workers to associate freely, including to join (or not to join) a labour union as any individual worker sees fit. | Đối tác phải tôn trọng quyền của người lao động được tự do kết nối, bao gồm tham gia (hoặc không tham gia) vào công đoàn lao động tùy theo quyết định của từng cá nhân.
- 4.4. Discrimination or harassment on the basis of race, color, caste, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status will not be tolerated. | Không chấp nhận hành vi phân biệt đối xử hoặc quấy rối về chủng tộc, màu da, giai cấp, tuổi tác, giới tính, xu hướng tình dục, dân tộc, khuyết tật, tôn giáo, đảng chính trị, thành viên công đoàn hoặc tình trạng hôn nhân.
- 4.5. Partners are to contract with workers in a transparent manner and to compensate workers competitively relative to the industry and local labour market, in accordance with the terms of applicable collective bargaining agreements (if any), and in compliance with both the letter and spirit of local wage laws. Partners shall have disciplinary practices that respect the dignity and health of the worker, and shall not make deductions as a form of discipline. Any other deductions (e.g., for lodging, uniforms or supplies) must be made with the express consent of the worker

unless required by law. Under no circumstances may a deduction bring the worker's take home pay below what is mandated by law and necessary to meet a worker's basic needs and to provide some discretionary income for the worker. | Đối tác phải ký hợp đồng với người lao động một cách minh bạch và trả cho người lao động mức lương cạnh tranh với ngành và thị trường lao động địa phương, phù hợp với các thỏa ước lao động tập thể hiện hành (nếu có), và tuân thủ cả nội dung và tinh thần của các luật về tiền lương ở địa phương. Đối tác phải có các biện pháp kỹ thuật tôn trọng phẩm giá và sức khỏe của người lao động, và không được trừ lương như một hình thức kỷ luật. Bất kỳ khoản khấu trừ nào khác (ví dụ, cho chỗ ở, đồng phục hoặc vật tư) phải được thực hiện với sự đồng ý rõ ràng của người lao động trừ khi được yêu cầu bởi pháp luật. Trong bất kỳ trường hợp nào, khoản khấu trừ không được làm giảm tiền lương mang về của người lao động dưới mức quy định của pháp luật và cần thiết để đáp ứng nhu cầu cơ bản của người lao động và cung cấp một số thu nhập tùy ý cho người lao động.

- 4.6. Working hours must comply with all national laws and industry standards. Overtime must be voluntary and compensated as required by relevant laws. | Giờ làm việc phải tuân thủ tất cả các luật quốc gia và tiêu chuẩn ngành. Việc làm thêm giờ phải là tự nguyện và được trả lương như yêu cầu của các luật liên quan.
- 4.7. Harsh and inhumane treatment is strictly forbidden. This means that physical abuse or discipline (or threat thereof), verbal abuse, sexual or other harassment are not permitted and will not be tolerated. | Nghiêm cấm đối xử thô bạo và vô nhân đạo. Điều này có nghĩa là không được phép và sẽ không dung thứ việc lạm dụng hoặc trừng phạt về thể xác (hoặc đe dọa), lạm dụng bằng lời nói, quấy rối tình dục hoặc các quấy rối khác.
- 4.8. Partners shall have a grievance mechanism accessible and applicable to all workers, including requirements for non-retaliation. | Đối tác phải có cơ chế giải quyết khiếu nại dễ tiếp cận và áp dụng cho tất cả người lao động, bao gồm các yêu cầu về không trả đũa.
- 4.9. Partners must provide a safe and hygienic working environment and worker accommodation (where this is provided by Partners). Where the workplace is not readily accessible and public transportation is not available, Partners shall offer workers reasonable and safe transportation to leave the premises. | Đối tác phải cung cấp môi trường làm việc và chỗ ở an toàn và hợp vệ sinh (nếu được Đối tác cung cấp). Nếu nơi làm việc không dễ tiếp cận và không có phương tiện giao thông công cộng, Đối tác phải cung cấp phương tiện giao thông hợp lý và an toàn cho người lao động để rời khỏi cơ sở.
- 4.10. Respect for indigenous and tribal people's rights - where applicable, Partners should proactively engage with the local indigenous and tribal people to periodically identify, avoid or mitigate significant negative social impacts resulting from activities of the Partners, including an effective grievance procedure accessible and applicable to the indigenous and tribal people. | Tôn trọng quyền của người bản địa và người dân tộc thiểu số - nếu phù hợp, Đối tác nên chủ động tham gia với người bản địa và người dân tộc thiểu số địa phương để định kỳ xác định, tránh hoặc giảm thiểu các tác động xã hội tiêu cực đáng kể phát sinh từ các hoạt động của Đối tác, bao gồm một quy trình giải quyết khiếu nại hiệu quả, dễ tiếp cận và áp dụng cho người bản địa và người dân tộc thiểu số.

5. Environment | Môi trường

Partners shall comply with relevant environmental laws and regulations. Resources shall be used in an efficient and sustainable way and Partners should strive to minimize their greenhouse gas emissions and other negative impacts on biodiversity, water, energy use, and the environment. Partners should implement a systematic approach to identify, monitor, control, treat and dispose of waste and effluents responsibly, with particular care taken for waste that contains substances known to be hazardous to people and the environment. | Đối tác phải tuân thủ các luật và quy định liên quan về môi trường. Đối tác phải sử dụng nguồn lực một cách hiệu quả và bền vững và nên nỗ lực giảm thiểu phát thải khí nhà kính và các tác động tiêu cực khác đến đa dạng sinh học, nguồn nước, năng lượng sử dụng và môi trường. Đối tác nên triển khai phương pháp tiếp cận có hệ thống để xác định, giám sát, kiểm soát và xử lý chất thải và nước thải một cách có trách nhiệm, đặc biệt chú ý đến chất thải có chứa các chất được xác định là nguy hại đối với con người và môi trường.

6. Product Safety and Quality (this section is applicable only to raw material suppliers) | An toàn và Chất lượng Sản phẩm (phần này chỉ áp dụng cho các đơn vị cung cấp nguyên liệu)

For raw material suppliers, they shall operate an effective quality system based on Hazard Analysis Critical Control Points (HACCP) principles. For products that lay claim to any certifications or identity preserved schemes, integrity of the certification should be maintained throughout the supply chain until delivery to Grobest. The suppliers shall put in place procedures to ensure that products that are manufactured for and/or delivered to Grobest: | Đối với các đơn vị cung cấp nguyên liệu, phải vận hành hệ thống chất lượng hiệu quả dựa trên các nguyên tắc của Hệ thống phân tích mối nguy và kiểm soát điểm tới hạn (HACCP). Đối với các sản phẩm tuyên bố có bất kỳ chứng nhận hoặc các chương trình bảo tồn nhận dạng thì hiệu lực của chứng nhận phải được duy trì trong suốt chuỗi cung ứng cho đến khi giao hàng cho Grobest. Các nhà cung cấp phải thiết lập các quy trình để đảm bảo rằng các sản phẩm được sản xuất cho và/hoặc giao cho Grobest:

- a. Comply with all applicable national and international legislation as well as regulatory guidelines of the destined country(ies) in relation to feed industry standards, safety regulations, packaging labelling and quality assurance systems. | Tuân thủ tất cả các luật pháp quốc gia và quốc tế hiện hành cũng như các hướng dẫn quy định của quốc gia nơi mua sản phẩm liên quan đến các tiêu chuẩn ngành thức ăn, quy định an toàn, ghi nhãn sản phẩm và hệ thống đảm bảo chất lượng.

- b. Follow applicable requirements set by Grobest, depending on destined plant's certification requirements such as requirements stated in ISO 22000/ HACCP, BAP, ASC etc. | Tuân theo các yêu cầu hiện hành do Grobest đặt ra, tùy thuộc vào yêu cầu chứng nhận của nhà máy đạt chứng nhận như các yêu cầu trong ISO 22000/ HACCP, BAP, ASC, v.v.
- c. Comply with the agreed product specifications and provide the necessary analysis report for each product delivery. | Tuân thủ các tiêu chuẩn sản phẩm đã thỏa thuận và cung cấp báo cáo phân tích cần thiết cho mỗi lần giao hàng.
- d. Fall within shelf life and be suitable and safe for its intended use. | Còn thời hạn sử dụng và phù hợp và an toàn cho mục đích dự kiến sử dụng.
- e. Are free from biological, chemical and physical contamination. | Không bị nhiễm khuẩn sinh học, hóa học và vật lý.

7. Traceability (this section is applicable only to raw material suppliers) | Truy xuất nguồn gốc (phần này chỉ áp dụng cho các nhà cung cấp nguyên liệu)

Suppliers shall implement traceability systems that enable the products sold to Grobest to be traced back to the country of origin and manufacturer for each delivery. A defined traceability system shall be required in order to identify matching-Grobest qualified products from non-matching products. For marine products, suppliers shall also provide species and fishery origin (FAO Area) for each delivery. | Các nhà cung cấp phải triển khai các hệ thống truy xuất nguồn gốc cho phép truy xuất các sản phẩm được bán cho Grobest liên quan đến nước xuất xứ và nhà sản xuất cho mỗi lần giao hàng. Grobest sẽ yêu cầu một hệ thống truy xuất nguồn gốc xác định để phân biệt các sản phẩm đạt chuẩn Grobest với các sản phẩm không đạt chuẩn. Đối với các nguyên liệu có nguồn gốc từ thủy sản, các nhà cung cấp cũng phải cung cấp thông tin về giống loài và khu vực khai thác thủy sản (Khu vực FAO) cho mỗi lần giao hàng.

8. Sustainable Sourcing of Marine Products | Khai thác Bền vững các nguyên liệu thủy sản

- a. **Scope:** This section applies to all suppliers of marine products used in our supply chain including traders, agents or processors. This includes, but is not limited to, fishmeal and fish oil processed from fish, squid and krill caught whole, by-products from fishery processing and by-products from aquaculture. | **Phạm vi:** Phần này áp dụng cho tất cả các đơn vị cung cấp các nguyên liệu thủy sản được sử dụng trong chuỗi cung ứng của chúng tôi bao gồm các thương nhân, đại lý hoặc đơn vị chế biến. Điều này bao gồm, nhưng không giới hạn ở bột cá và dầu cá được chế biến từ cá, mực và nhuyễn thể nguyên con, sản phẩm phụ từ chế biến thủy sản và từ nuôi trồng thủy sản.
- b. **Certification:** Grobest subscribes to and promotes the principles of the Food And Agriculture (FAO) Code of Conduct for Responsible Fisheries through the development and adoption of the International Fishmeal and Fish Oil responsible supply program. Hence, Grobest encourages suppliers to obtain recognized third-party certifications from MarinTrust (formerly known as International Fishmeal & Fish Oil Organization IFFO RS), Marine Stewardship Council (MSC) and Friend of the Sea (FOS) that demonstrate compliance with the criteria specified in those Codes. Alternatively, suppliers are encouraged to join active and approved Improvers Programs as verified by IFFO or the Sustainable Fisheries Partnership (SFP) or World Wildlife Fund (WWF) or other equivalent fishery improvement projects. | **Chứng nhận:** Grobest tuân thủ và thúc đẩy các nguyên tắc của Bộ Quy tắc Ứng xử về Đánh bắt Thủy sản Có trách nhiệm của Tổ chức Lương thực và Nông nghiệp (FAO) thông qua việc phát triển và áp dụng chương trình cung cấp có trách nhiệm của Tổ chức Bột cá và Dầu cá Quốc tế (IFFO). Do đó, Grobest khuyến khích các đơn vị cung cấp lấy được các chứng nhận của bên thứ ba được công nhận từ MarinTrust (trước đây được gọi là Tổ chức Bột cá và Dầu cá Quốc tế IFFO RS), Hội đồng Quản lý Biển (MSC) và Friend of the Sea (FOS) để chứng minh sự tuân thủ các tiêu chí được nêu trong các Bộ Quy tắc này. Ngoài ra, các đơn vị cung cấp được khuyến khích tham gia các Chương trình Cải thiện Nghề Cá đã được phê duyệt, còn hoạt động và đã được IFFO, Đối tác Nuôi trồng Thủy sản Bền vững (SFP), Quỹ Quốc tế Bảo vệ Thiên nhiên (WWF) hoặc các dự án cải thiện nghề cá tương đương khác chứng nhận.
- c. **Responsible Sourcing:** Suppliers must demonstrate that measures are taken to ensure the responsible sourcing of legal, regulated and reported marine ingredients and avoidance of ingredients sourced from Illegal, Unreported and Unregulated (IUU) fishing activity nor sourced from vessels officially listed as engaging in IUU fishing activity. This can be achieved by, but not limited to, sourcing from marine ingredients with assurance from national, regional or international governing bodies such as Thailand Marine Catch Purchasing Document (MCPD). Species of whole fish and by-products shall not be in the list of CITES appendices (Convention on International Trade in Endangered Species of Wild Fauna and Flora), or be categorized by the IUCN as Endangered or Critically Endangered. Marine products shall not originate from natural mortalities including diseases. | **Khai thác có Trách nhiệm:** Các nhà cung cấp phải chứng minh đã thực hiện các biện pháp để đảm bảo khai thác có trách nhiệm của các nguyên liệu biển hợp pháp, được quy định và báo cáo và tránh các nguyên liệu có nguồn gốc từ hoạt động đánh bắt bất hợp pháp, không được báo cáo và không được quy định (IUU) hoặc có nguồn gốc từ các tàu chính thức bị liệt kê là tham gia vào hoạt động đánh bắt IUU. Điều này có thể đạt được bằng các cách sau, bao gồm nhưng không giới hạn ở việc cung cấp nguyên liệu biển với sự đảm bảo từ các cơ quan quản lý quốc gia, khu vực hoặc quốc tế như Tài liệu Mua bắt Biển Thái Lan (MCPD). Các loài cá nguyên con và sản phẩm phụ không nằm trong danh sách phụ lục của CITES hoặc được phân loại bởi IUCN là Nguy cấp hoặc Cực kỳ Nguy cấp. Các sản phẩm biển không được có nguồn gốc từ các sinh vật bị chết một cách tự nhiên bao gồm bệnh tật.

9. Sustainable Sourcing of Soya Products | Khai thác Bền vững các Sản phẩm Đậu nành

- a. **Scope:** This section applies to all suppliers of soya products used in our supply chain including traders, agents or processors. This includes, but is not limited to, soybean meal, soy oil, soy lecithin processed and other soy derivatives from soybean. | **Phạm vi:** Phần này áp dụng cho tất cả các nhà cung cấp các sản phẩm đậu nành được sử dụng trong chuỗi cung ứng của chúng tôi bao gồm các thương nhân, đại lý hoặc đơn vị chế biến. Điều này bao gồm, nhưng không giới hạn ở bột đậu nành, dầu đậu nành, lecithin đậu nành được chế biến và các sản phẩm khác từ đậu nành.
- b. **Certification:** Grobest subscribes to and promotes the principles of responsible soya programs including ProTerra, RTRS (Round Table for Responsible Soy), SSAP (Soybean Sustainability Assurance Protocol), organic, and standards compliant with the European Feed Manufacturers' Federation (FEFAC) Guidelines, all of which prohibit illegal deforestation. For all soy inputs, whether certified or not, feed mills shall set clear goals for: traceability to country of origin, verification of chains of custody, exclusion of material derived from illegal deforestation, and exclusion of material derived from ecologically sensitive areas. | **Chứng nhận:** Grobest tuân thủ và thúc đẩy các nguyên tắc của các chương trình khai thác đậu nành có trách nhiệm bao gồm ProTerra, RTRS (Hiệp hội Bàn tròn về Khai thác Đậu nành có Trách nhiệm), SSAP (Chứng nhận Khai thác Đậu nành Bền vững), sản phẩm hữu cơ, và các tiêu chuẩn tuân thủ Hướng dẫn của Liên đoàn các Đơn vị sản xuất Thức ăn chăn nuôi Châu Âu (FEFAC), tất cả đều cấm phá rừng bất hợp pháp. Đối với tất cả các nguyên liệu đậu nành, dù được chứng nhận hay không, các nhà máy thức ăn chăn nuôi phải đặt ra các mục tiêu rõ ràng về: truy xuất nguồn gốc về nước xuất xứ, xác minh các chuỗi cung ứng, loại trừ nguyên liệu có nguồn gốc từ phá rừng bất hợp pháp, và loại trừ nguyên liệu có nguồn gốc từ các khu vực nhạy cảm sinh thái.
- c. **Good Agriculture Practices:** To ensure product safety and an eco-friendly environment, Grobest encourages suppliers to implement good agriculture practices that can prevent climate change, conserve water resources, and protect our land. Relevant practices include as follows: lower carbon footprint contributed from soya ingredients; develop standard of exhaust emission; properly handle the waste disposal; set limitation on the usage of pesticides and agrochemicals. Suppliers are expected to convey the concept of good agricultural practices among local soya farmers and further put into practice. | **Thực tiễn Nông nghiệp Tốt:** Để đảm bảo an toàn sản phẩm và môi trường thân thiện với sinh thái, Grobest khuyến khích các nhà cung cấp thực hiện các thực tiễn nông nghiệp tốt có thể ngăn chặn biến đổi khí hậu, bảo tồn nguồn nước và bảo vệ đất đai của chúng ta. Các thực tiễn liên quan bao gồm: giảm thiểu lượng khí thải carbon từ các nguyên liệu đậu nành; xây dựng tiêu chuẩn về khí thải; xử lý đúng cách việc xử lý chất thải; đặt giới hạn về việc sử dụng thuốc trừ sâu và hóa chất nông nghiệp. Chúng tôi mong đợi các đơn vị cung cấp truyền đạt khái niệm về các thực tiễn nông nghiệp tốt trong số các nông dân trồng đậu nành ở địa phương và tiếp tục đưa vào thực tiễn.



Implementation | Thực hiện

All Grobest Partners shall adhere to the contents of this Code and comply with all relevant policies and procedures as required by Grobest. | Tất cả các Đối tác của Grobest phải tuân thủ nội dung của Quy tắc này và tuân thủ tất cả các chính sách và quy trình liên quan theo yêu cầu của Grobest.

Partners have the responsibility to inform their employees, subsidiaries and any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products: | Đối tác có trách nhiệm thông báo cho nhân viên, công ty con và bất kỳ đơn vị cung cấp phụ nào mà họ ủy thác một phần hoặc toàn bộ các giao dịch kinh doanh của Đối tác với Grobest hoặc từ đó họ lấy nguyên liệu thô có thể được sử dụng trong các sản phẩm của Grobest:

- a. about the contents of this Code and to procure their compliance; and | về nội dung của Quy tắc này và đảm bảo sự tuân thủ của họ; và
- b. that they may report any violation or suspected violations of the Code without fear or reprisal through our ethics hotline or contact us at ethics@grobest.com | rằng họ có thể báo cáo bất kỳ vi phạm hoặc nghi ngờ vi phạm Quy tắc mà không sợ bị trả đũa thông qua đường dây nóng về đạo đức của chúng tôi hoặc liên hệ với chúng tôi tại ethics@grobest.com

Partners will adopt a reasonable system to monitor and audit compliance with the above standards by their own employees, in their own operations and by any sub-suppliers to whom they delegate some or all of the Partner's business dealings with Grobest or from whom they source raw materials which may go into Grobest products. | Đối tác sẽ áp dụng một hệ thống hợp lý để giám sát và kiểm toán việc tuân thủ các tiêu chuẩn trên bởi nhân viên của mình, đối với hoạt động vận hành của mình và của bất kỳ đơn vị cung cấp phụ nào mà mình ủy thác một phần hoặc toàn bộ các giao dịch kinh doanh của Đối tác với Grobest hoặc từ đó lấy nguyên liệu thô có thể được sử dụng trong các sản phẩm của Grobest.

Partners will keep accurate, complete and honest records related to Grobest's business which Grobest has the right to monitor to confirm compliance of Partners. Partners agree to make records and other documentation available, in connection with Grobest's business, for review and audit. | Đối tác sẽ giữ các hồ sơ chính xác, đầy đủ và trung thực liên quan đến hoạt động kinh doanh của Grobest mà Grobest có quyền giám sát để xác nhận sự tuân thủ của Đối tác. Đối tác đồng ý cung cấp hồ sơ và tài liệu khác, liên quan đến hoạt động kinh doanh của Grobest, để xem xét và kiểm toán.

Grobest is committed to engaging with Partners to improve practices and alignment with this Code. However, a deliberate violation of this Code may lead to suspension of further services, payment or termination of all business connections, in whole or in part, with immediate effect. | Grobest cam kết tham gia với Đối tác để cải thiện các thực tiễn và sự tuân thủ với Quy tắc này. Tuy nhiên, việc cố ý vi phạm Quy tắc này có thể dẫn đến việc đình chỉ các dịch vụ và thanh toán tiếp theo hoặc chấm dứt toàn bộ hoặc một phần tất cả các liên kết kinh doanh với hiệu lực ngay lập tức.

This Code is translated into other languages. In case of any inconsistency between languages, the English version shall prevail. | Quy tắc này được dịch sang các ngôn ngữ khác. Trong trường hợp có bất kỳ sự không nhất quán nào giữa các ngôn ngữ, phiên bản tiếng Anh sẽ được ưu tiên.

Version 2.0 approved by the Grobest Board of Management [July 2024] | Ấn bản 2.0 được phê duyệt bởi Ban Quản Trị Grobest, Tháng 7 năm 2024

By signing acceptance of this Code, the Partner confirms it has received, read, understood and agreed to comply with the Grobest Partner Code of Conduct. | Bằng cách ký chấp nhận Quy tắc này, Đối tác xác nhận rằng họ đã nhận được, đọc, hiểu và đồng ý tuân thủ Quy tắc Ứng xử dành cho Đối tác của Grobest.

Company Name | Tên Công ty:

Signature | Chữ ký:

Name and Title | Tên và Chức vụ:

Date | Ngày:



Addendum | Phụ lục

Additional Terms and Conditions applicable to local requirements | Các Điều khoản và Điều kiện bổ sung áp dụng cho các yêu cầu của địa phương.

By signing acceptance of this addendum, the Partner confirms it has received, read, understood and agreed to comply with the above additional terms and conditions along with the Grobest Partner Code of Conduct. | Bằng cách ký chấp nhận phụ lục này, Đối tác xác nhận rằng đã nhận được, đọc, hiểu và đồng ý tuân thủ các điều khoản và điều kiện bổ sung trên cùng với Quy tắc Ứng xử dành cho Đối tác của Grobest.

Company Name | Tên Công ty:

Signature | Chữ ký:

Name and Title | Tên và Chức vụ:

Date | Ngày: