



SUPPLIER CODE OF CONDUCT

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1. Introduction

In this document, “*AgriS*” or “*We*” are the terms referring to Thanh Thanh Cong – Bien Hoa Joint Stock Company and our Business Units/Member Companies as listed in the latest consolidated financial statement of Thanh Thanh Cong – Bien Hoa Joint Stock Company from time to time and other companies that voluntarily adopt this Supplier Code of Conduct.

With the goal “*Becoming a high-tech agricultural solutions provider, actively engaging in the global food and beverage value chain*”, AgriS always emphasizes the balance between economic, social and environmental factors with the desire to boost strong and sustainable growth.

This Supplier Code of Conduct (hereinafter referred to as “*Code*”) is established to clarify the minimum and basic expectations of AgriS that all Suppliers together with their employees engaging in the supply chain of AgriS, must comply with. We desire Suppliers will comply with the principles as described below, meet the requirements and operate their businesses responsibly, with integrity, honesty and transparency.

Nothing in this Code shall be construed to reduce, waive or eliminate any specific terms in separate contracts, agreements, commitments signed by AgriS and Suppliers. Should there be an inconsistency between the contents of this Code and the terms of particular contract, agreement, commitment, such terms of particular contract, agreement, commitment shall prevail.

We are aware that business relationships are more sustainable and effective when being built with mutual trust and respect. Becoming a Supplier of AgriS means that the Supplier has committed to respecting and abiding by the contents mentioned in this Code.

2. Legal compliance and integrity in business

2.1. Legal compliance

Supplier shall comply with all applicable codes, laws, policies, normative documents and regulations of Vietnam, international laws, and laws of the countries conducting business activities by Suppliers, including but not limited to laws relating to business operation, intellectual property, labor, protection of personal data, regulations on human rights, occupational health and safety, fire safety, social security, and environmental management as well as international standards that AgriS commits to. AgriS will not conduct business or cooperate with Suppliers who seriously violate the laws thereof or constantly have compliance issues.

2.2. Anti-corruption, Commercial bribery

All the forms of corruption in business, the most common one is commercial bribery, are illegal and subject to civil, administrative and criminal sanctions under the Vietnamese laws on Anti-corruption.

Except to the forms of the sale and service policies announced by Suppliers to AgriS and/or the forms of giving gifts in kind publicly at AgriS's offices, headquarter on the occasion of holidays, Tet in accordance with the Vietnamese customs and cultures, Suppliers and their subcontractors (if any, including shareholders, capital contributors, board of members, managers and any other personnel) commit not to use any other acts or methods, whether directly or indirectly, to bribe or compromise with AgriS's employees, managers in order to achieve the purpose of selling, furnish services to AgriS. The above acts, methods may include (without limitation) giving gifts, meals and entertainment to employees, managers of AgriS, their relatives (including but not limited to (subject to each specific case): grandparents; spouse; siblings/daughters-in-law/son-in-law; uncles, aunts, children, grandchildren, etc) with a value greater than VND500,000 (Five hundred thousand Vietnamese Dong). For clarity, gifts mean that cash or any other gifts equivalent to cash, such as gift cards, vouchers, ...

When providing the goods and/or services to AgriS or on behalf of AgriS, all Suppliers' employees shall also comply with the same limits set forth in this section.

Suppliers always understand and commit to providing the goods and/or services to AgriS at competitive prices without any impact from the bribe or compromise for personal gain, group interests or any other interests that are not common interests of AgriS above.

2.3. Fair competition

Suppliers commit to abide by the laws of competition and relevant legal documents of Vietnam, including instructions, modifications, supplements from time to time. The Suppliers shall not, whether directly or indirectly, engage in:

- Anti-competitive agreements are prohibited;
- Abuse of dominant market position, abuse of monopoly position which are prohibited; and
- Unfair competitions are prohibited under the provisions of the laws of competition.

2.4. Conflict of interest

Conflicts of interest occur when or while performing his/her formal duties, an employee can be or appears to be influenced to decide in favour of individual(s) or person(s) directly or indirectly involved in that decision.

Suppliers guarantee that their employees do not have any direct or indirect conflict with the business interest of AgriS.

Suppliers do not take advantage of any personal relationship to influence the work and judgement of AgriS's employees. If there is any Supplier's employee has relatives (including but not limited to (subject to each specific case): grandparents; spouse; siblings/daughters-in-law/son-in-law; uncles, aunts, children, grandchildren, etc) with

AgriS's employee, or if any Suppliers' employee has any relationship with AgriS's procurement staffs and/or person authorised to approve the purchase transaction with the Suppliers that could lead to conflict of interest, Suppliers need or guarantee that its employees will notify AgriS of this issues as soon as the information becomes known.

2.5. Protection of intellectual property rights

The Suppliers must respect and protect all intellectual property rights of AgriS in any form, and comply with the obligations on intellectual property rights as prescribed in contracts, agreements, commitments between AgriS and Suppliers, or any unilateral decisions issued by AgriS regarding to the protection of intellectual properties of AgriS.

2.6. Confidential Information

2.6.1. Suppliers, if they have access to confidential information in any form related to AgriS, including but not limited to information on or relating to business works, incidents, partners, customers, products, specifications, business ideas, trade secrets, know-how, formulas, figures, improvements, strategies and marketing, and actual terms/conditions/facts attached into the contract (hereinafter referred to as “**Confidential Information**”), regardless of the term and within 03 (three) years from the date of expiration of contract, agreement, commitment, Suppliers undertakes to:

- Keep confidential, do not disclose any Confidential Information to any third party without prior written consent of AgriS, and
- Other than giving goods and/or services to AgriS, do not use Confidential Information for any other purpose, whether directly or indirectly.

2.6.2. Upon the expiration of the contract or agreement or commitment with AgriS, subject to AgriS's requirement, Suppliers must return to AgriS and/or destroy all documents, notes and other materials in written, electronic and data messages format that Suppliers has direct or indirect from AgriS or third parties related to Suppliers or that Suppliers has acquired independently, including all duplicates of documents, notes and other materials. For the avoidance of doubt, the return and/or destruction of the documents, notes and other materials of Suppliers shall not diminish or exempt the responsibilities of confidentiality as stipulated in Subsection 2.6.1 hereof.

2.7. Protection of personal data

Suppliers guarantee that all personal data collected by Suppliers must be processed with full respect for privacy protection and compliance with data confidentiality obligations under the laws on personal data protection. Concurrently, when Suppliers provide the information to AgriS from time to time, Suppliers hereby agree to implement and comply with the Policy on Personal Data Protection of AgriS (“**Policy**”) posted at the website <https://agris.com.vn/Personal-data-protection-policy> or via the QR Code below:



2.8. Quality standard and safety of use

Suppliers shall comply with the laws relating to the production and trading of goods and/or services. Suppliers shall perform according to AgriS's quality control procedures and ensure that goods supplied to AgriS are correctly labelled and comply with the requirements of quality management in accordance with the laws. Suppliers shall immediately report to AgriS any issues that may negatively affect the quality or safety of use.

2.9. Materials Sourcing responsibilities

Suppliers are expected not to provide goods/services containing materials that contribute to Forced Labor, Use of Child Labor, Human rights abuses, violations of ethics, bribery, or result in losses of Natural/Critical Habitats and biodiversity or result in negative impacts to the environment. Suppliers are required to verify their suppliers to understand the source of materials used in their goods and/or services, to identify risks and eliminate any relevant violations before delivering goods and/or services to AgriS. Only Suppliers implementing commitment and Environment and Social Management Systems to screen primary supply chains for identified risks will be accepted as eligible suppliers. Suppliers that breach or fail to maintain adequate systems and screen for environmental and social risks will be removed from the AgriS's supply chain.

2.10. Financial control

Suppliers shall uphold effective financial controls and maintain comprehensive, accurate records of all activities as well as business transactions related to AgriS in accordance with the applicable policies and law on bookkeeping and record-keeping. AgriS shall not establish any transaction or shall immediately terminate transactions upon becoming aware of/detecting that Suppliers are involved in money laundering, terrorist financing or any form of criminal activity.

3. Be responsible for society and environment

Embracing corporate social and environmental responsibility encourages businesses to act ethically and to consider the social and environmental impacts of their business operations. In doing so, companies deliver benefits for the community. Not only do they have positive impacts on society and environment, but also bring fantastic benefits for companies, including but not limited to:

- Improving the company's brand name.

- Engaging customers.
- Attracting and retaining talents.
- Saving costs.

3.1. Working conditions and human rights

Suppliers undertake to comply with the applicable laws of labors and instructions in Vietnam and international standards that AgriS commits to implement, whereby:

- Suppliers shall not recruit and employ any human resources such as underage and/or child workforce or/and involuntary and/or forced, slave or trafficked labor at its premises or in the supply chain.
- Suppliers shall maintain a workplace without any act of harassment, violence, or abuse, including but not limited to physical violence, sexual harassment, verbal harassment, or any conduct that creates a hostile, offensive, or intimidating work environment. Moreover, Suppliers must conduct training for all their employees, including supervisors and management, on maintaining a harassment-free and abuse-free workplace and establish clear policies and disciplinary measures to address and prevent violations.
- Suppliers shall drive an inclusive and equitable workplace, ensuring equal opportunities for all their employees by (i) strictly prohibiting any form of discrimination based on age, gender, sexual orientation, ethnicity, religion, disability, pregnancy, political opinion or membership of associations or trade unions; (ii) ensuring recruitment decisions based on capacity, qualifications and expertises; (iii) fostering a workplace culture of respect and diversity.
- Suppliers shall recognize the right to freedom of association and collective bargaining under the applicable laws.
- Suppliers shall endeavor to build a safe working environment with standard facilities, ensuring adherence to all applicable laws or, in the absence of such laws, industry best practices. Suppliers shall have solutions, including but not limited to minimizing accidents, injuries, illnesses (such as chronic kidney disease) during working terms, emergency response and evacuation process in case of fire, acts of God, pandemics or any other force majeure.
- Suppliers shall abide by all the laws on salary/wage and working time, including minimum salary/wage, overtime and maximum working hours.
- Suppliers shall have a training program for workers, individuals involved in creating products/services for AgriS on occupational safety and appropriate environment before commencing work and periodically thereafter. The training includes but not limited to awareness of risks and procedures associated with tasks,

safe working practices (proper use of tools, machines, hosts and relevant personal protective equipment).

- Suppliers must ensure a workplace that complies with health and safety standards, preventing accidents and injuries that may arise from, relate to, or occur during work or as a consequence of the employer's activities.
- Suppliers shall set up and maintain effective grievance mechanisms that enable employees to express issues without fear of retaliation. Those mechanisms shall (i) ensure confidentiality and allow anonymous grievance; (ii) be clearly addressed to all employees through training and awareness programs; and (iii) ensure that grievances are resolved in fair, timely, and with proper supervision to prevent abuse of the system.

3.2. Environmental protection

Suppliers must comply with all applicable laws, regulations and standards, including but not limited to requirements regarding industrial wastewater treatment, discharge, air emission controls, recycling, chemical and waste management and disposal.

Suppliers must responsibly operate the environment, comply with the environmental protection laws concerning water, air, soil, natural conservation and climate change mitigation. Specifically:

- The discharge of solid waste, wastewater and air pollution must be controlled and prevented.
- Wastewater and solid waste need to be treated before discharge or disposal.
- Implement programs for waste reduction, reuse and recycling.
- The consumption of natural resources, particularly water and energy, is monitored and optimized continuously. Increase the use of renewable energy in operations to contribute to reducing greenhouse gas emissions.
- Greenhouse gas emissions from production must be measured and followed up. There are solutions to reduce emissions to move towards Net Zero.

Further, Suppliers shall comply with any additional environmental requirements specific to the products or services being provided to AgriS as mentioned in design and product specifications as well as in contract, agreement, commitment documents.

Suppliers must implement and maintain effective environmental policies to meet those requirements.

4. Implementation

4.1. Communication with employees and stakeholders

Suppliers must effectively communicate to all their employees, agents, subcontractors participating in supplying goods and/or services to AgriS about the content of this Code and undertake actions necessary and appropriate to assure its implementation.

AgriS encourages Suppliers to be proactive by discussing, seeking for guidance and reporting promptly behaviors that may be inconsistent with conduct principles as mentioned in this Code or other policies of AgriS.

4.2. Audit and assessment

Suppliers are recommended to conduct regular internal audits to ensure compliance with the Code. Additionally, Suppliers shall also maintain bookkeeping and business documents accurately and legally, also maintain necessary documents to prove compliance with the Code and applicable laws.

AgriS has the right to inspect, evaluate and monitor Suppliers' compliance with this Code, including but not limited to endorsements, record reviews, on-site inspections and Suppliers' employee interviews. Suppliers shall give AgriS and/or any of its designated representative reasonable access to the Suppliers' facilities, employees and related documents.

If any violation of this Code is detected, AgriS may, at its discretion sole:

- Termination/suspension of any agreement with any Supplier without any liability; or
- Require the Suppliers to implement a corrective action plan within the terms as agreed between the Suppliers and AgriS; or
- Handling contractual breaches and compensation of the damages as specified in contracts, agreements, commitments.

4.3. Confirmation of the Code

This Code is widely published on the AgriS's website according to the link at https://ttcagris.com.vn/media/Th%C3%B4ng%20tin%20doanh%20ngh%E1%BB%87p/Supplier_Code_of_Conduct_en.pdf or the QR code below:



This Code is considered as an integral part of the contracts, agreements, commitments and other transactions between AgriS and Suppliers.

By supplying goods and/or services to AgriS, Suppliers hereby read and agree all the Code's contents and confirm that:

- AgriS has the right to modify and supplement this Code at any time. Any changes of this Code will be notified to Suppliers by AgriS and be announced widely on the website as mentioned in this section and Suppliers shall comply with the newest version of the Code as announced by AgriS; and
- Recognize that non-compliance with this Code may result in AgriS terminating the signed contracts, commitments, agreements and, consequently, terminating the Suppliers' status as qualified suppliers for AgriS.

5. Whistle Blower Channel

As soon as detecting any case breaches this Code, Suppliers' employees or Suppliers could report the violations to AgriS via:

- Hotline: 19001750
- Email: info.rm@ttcagris.com.vn; or
- Fill out into Microsoft Form: According to the QR Code below:



(Reports through the above channels are confidential and direct to AgriS).

AgriS will review and assess to such reports and will discuss the results with Suppliers. Suppliers will do this assessment and allow AgriS to access relevant information based on reasonable requests.

If remedial actions are required, Suppliers shall prepare and notify AgriS of corrective measures, implementation plan and timeline to effectively and promptly address the violations.

THANH THÀNH CÔNG – BIÊN HOÀ

JOINT STOCK COMPANY

CHIEF EXECUTIVE OFFICER



THAI VAN CHUYEN

SCHEDULE 1

DEFINITION AND INTERPRETATION

In this Code:

Use of Child Labor refers to the employment or coercion of children to perform work that:

- (a) Endangering and adversely affecting the physical, mental, dignified, moral or social development of children; and
- (b) Disrupts a child's education by forcing them to drop out of school, preventing school attendance, or requiring them to perform heavy labor while studying for extended periods.

(Children are determined according to each applicable case and corresponding laws)

Forced Labor refers to the use of violence, threats of violence, or other coercive measures to compel individuals to work against their will.

Human rights are fundamental human rights, regardless of race, gender, nationality, ethnicity, language, religion, beliefs, or other factors. Human rights include the right to life and liberty, freedom from slavery and torture; freedom of opinion and expression; the right to work and education, and many more. Everyone is entitled to these rights, without discrimination.

Human rights abuse means any acts of non-compliance with or violation of Human rights.

Natural habitats are areas composed of viable assemblages of plant and/or animal species of largely native origin, and/or where human activity has not essentially modified an area's primary ecological functions and species composition.

Critical habitats are areas with high biodiversity value, including (i) habitat of significant importance to Critically Endangered and/or Endangered species; (ii) habitat of significant importance to endemic and/or restricted-range species; (iii) habitat supporting globally significant concentrations of migratory species and/or congregatory species; (iv) highly threatened and/or unique ecosystems; and/or (v) areas associated with key evolutionary processes.

Environment and Social Management Systems are a framework appropriate to the scope and scale of operations to address environmental and social issues in policies, procedures, monitoring of the organization or enterprise to foster sustainable practices and mitigate adverse impacts.

Suppliers means all suppliers engage in providing, supplying, leasing goods, products, properties and/or services directly or indirectly to AgriS.

Supply chain means a system of organizations, people, activities, information, resources involved in moving a good or service from the initial supplier/primary producer to final customer.



