



SUPPLIER CODE OF CONDUCT



Our Commitment and Purpose

Giddings Fruit S.A. and its subsidiaries, along with **Giddings Berries Peru S.A.C.** (hereinafter referred to as the "**Giddings Group**"), believe that everyone deserves to work in an environment where they are treated with dignity and respect. Our companies are committed to respecting and protecting the human rights, safety, and dignity of the people who contribute to the success of our business. We seek to operate responsibly and make positive contributions to the community. It is of the utmost importance that all our dealings are conducted in a legal, moral, and ethical manner. We align our standards with the Employment Standards set forth herein.

This Policy sets out the standards that we expect all our suppliers to meet when producing and supplying products or labor for Giddings Group. Our suppliers must commit to complying with all applicable laws and regulations, in line with Human Rights, the Code of Ethical Trade, and National Labor Standards applicable to all workers. This includes employment, labor, environmental, human rights, occupational health and safety, food safety, anti-bribery, anti-corruption, and trade laws and regulations.

This Code may be amended by Giddings Group at any time as permitted by law, which will be duly communicated to interested parties. The application and/or interpretation of this Code rests solely with Giddings Group and is not intended to create any rights in favor of any party other than Giddings Group. Suppliers are responsible for agreeing to this Code and are expected to follow it unless limited by contract or law.



Definitions

- **Applicable Laws and Regulations:** Means all national laws and regulations applicable to the operations of Suppliers, including, but not limited to, labor and employment, health and safety, and environmental laws and regulations of the jurisdiction where work is performed to produce, pack, cool, and transport the fruit marketed by Giddings Group.
- **Code:** Means this Supplier Code of Conduct.
- **Employee(s):** Means any current or former employee, laborer, worker, or staff member employed or contracted by the supplier, facility, or subcontractor, including all foreign and migrant workers.
- **Giddings Fruit S.A. and its subsidiaries:** Refers to the companies Giddings Berries Chile S.A.; Giddings Cerasus S.A.; SB Fine Fruit S.A.; and Giddings Farms Limitada.
- **Facility:** Means any entity that produces, harvests, packs, cools, or stores fruit to be marketed by Giddings Group, which may be owned or operated by the Supplier.
- **Subcontractor:** Means any entity contracted by the Facility for work necessary to produce, harvest, pack, cool, store, or transport the fruit to be marketed by Giddings Group.
- **Supplier:** Refers to the entity that has been contracted by Giddings Group to provide products or services.
- **Unauthorized Subcontracting:** Refers to the assignment, delegation, or transfer of any part of a purchase order to a Facility without the full disclosure and consent of Giddings Group.



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Suppliers, Facilities and Subcontractors

The Supplier is responsible for and must ensure compliance with the Code throughout its operations and supply chain. The Supplier must be able to trace all components or ingredients of products/services back to their origin and, upon request, shall provide Giddings Group with the names, addresses, and contact information of each entity in the Supplier's supply chain, including but not limited to suppliers, agents, affiliates, or Subcontractors ("Supplier Partners").

All Facilities and Supplier Partners involved in the production of products/services provided (sold) to our company shall comply with the Code, Laws, and all applicable regulations.

- **Supplier selection preferences**

In our commitment to responsible and sustainable business practices, Giddings Group strives to make conscious choices when selecting suppliers.

In situations where suppliers are considered on an equal footing, we express a clear preference for those who contribute positively to our local community and exhibit a low environmental impact. We believe that by favoring local suppliers, we can strengthen our ties with the community and minimize our ecological footprint.

In addition, Giddings Group attaches great importance to suppliers that hold certifications aligning with our sustainability objectives. Certifications related to Environmental management, Quality Assurance, Food Safety, and Environmental, Social, and Governance (ESG) standards are highly valued.

By incorporating these selection preferences, Giddings Group not only seeks operational excellence but also aims to contribute to a more sustainable and inclusive global business ecosystem. We appreciate the efforts of our suppliers who align with these values, fostering a collective commitment to responsible and ethical business practices.

Corporate Records

All records/documents necessary to verify compliance with the Code, applicable laws, and regulations must be maintained and made available upon request by Giddings Group. Records must be true, accurate, and complete; the supplier may not alter or falsify documents or records. This requirement also applies to any employment agency used by the Supplier or the Supplier's Partners. Records/documents include, but are not limited to, licenses, permits, certifications, policies and procedures, as well as employee and facility records.



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Human Rights and Labor Standards

Giddings Group recognizes the inherent dignity and equal rights of all people. We are committed to upholding and respecting human rights in all aspects of our business operations.

This Policy outlines our commitment to conduct business responsibly and ethically, promote a culture of respect, and contribute positively to the communities in which we operate. It sets out the standards we expect all of our Suppliers and Supplier Partners to meet when producing and supplying products or labor for Giddings Group, no matter where in the world they operate.

Employment is Freely Chosen: All employees, whether direct hires or contractors, will work on a voluntary basis and will not be subject to any physical, mental, or sexual exploitation, such as forced or bonded labor. Employees shall not be subject to any form of coercion, fraud, deception, or transfer of personal control to another for the purpose of such exploitation. The Supplier and its Partners will not support or participate in slavery or human trafficking in any part of their supply chain. Employees shall maintain possession and control of their personal identity and travel documents. The freedom of movement of workers shall not be restricted, nor shall employees be prevented from resigning from their employment.

Work Hours: Employees will not be required to work hours or complete production quotas that result in a violation of legal work hour requirements. Suppliers and their Partners may agree, by mutual consent, on overtime for their employees, provided that all applicable laws and regulations relating to such hours are met.

Wage Deductions: Wages will not be withheld except as required and/or permitted by law or as authorized by the worker.

Employment Agencies: The Supplier and the Supplier's Partners will only use compliant employment agencies to operate and will ensure that the hiring of Employees, either directly or indirectly, follows the Code, Applicable Laws, and Regulations. Employees shall not pay any fees or related costs incurred for the purpose of being hired or as a condition of employment.

Freedom of Association: Employees shall have the right to freedom of association and shall not face unlawful retaliation, harassment, or intimidation for exercising these rights as defined by the ethical trade code.

Working Conditions are Safe and Sanitary: Suppliers and supplier partners are responsible for understanding and complying with all applicable health and safety laws and guidelines. Suppliers are responsible for identifying, assessing, and mitigating health and safety risks. They are responsible for providing health and safety training and communicating relevant information in local languages. This training should be provided to all workers at the beginning of employment and at appropriate intervals thereafter. Workers must have easy



access to clean sanitation facilities, potable water, and hygienic areas for food preparation, storage, and consumption.

Child Labor and Young Workers: In accordance with applicable law, all employees must be at least the legal age established by law. Official and verifiable documentation of each Employee's date of birth, or a legally recognizable means of confirming each Employee's age, must be maintained. Employees under the age of eighteen (18) shall not perform any work that is hazardous, interferes with their education, or endanger their health, safety, spiritual, moral, or social development. Legal restrictions on hiring and working hours for employees under eighteen (18) must be strictly respected. Under no circumstances will child labor be accepted, nor will schoolchildren be encouraged to drop out to enter the workforce.

Wages and Benefits: Employees will be paid at least the statutory minimum wage and overtime for hours worked, and they will be provided with all benefits required by law. Salaries will be paid on the dates agreed upon in the contracts, and all workers will receive clear, understandable pay slips (salary settlements). Accurate payroll and production records must be maintained.

Non-Discrimination and Harassment: Suppliers and Supplier Partners must not tolerate any form of harassment or discrimination based on any characteristic protected by applicable law. Any behavior, communication, or conduct that creates an intimidating, offensive, abusive, or hostile work environment, or that otherwise interferes with a worker's ability to perform their job, is unacceptable. All workers will be treated with respect and dignity. Suppliers and Supplier Partners must not allow physical or mental punishment or abuse of any team member.



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Bribery and corruption

Suppliers and Suppliers' Partners must commit and bind themselves to conduct their business in compliance with all laws prohibiting bribery and other corrupt practices. Its business operations around the world must comply not only with local anti-corruption laws, but also with laws that apply to its business activities in: (i) Chile, such as Law 20.393 on criminal liability of legal entities and Law 21.121 on strengthening the fight against corruption; (ii) Peru, such as the rules applicable to the crime of corruption contained in the Peruvian Criminal Code, Law No. 30707, Law that ensures the immediate payment of civil reparation in favor of the Peruvian State in cases of corruption and related crimes, Law No. 30404, Law that regulates the administrative liability of legal entities for the crime of transnational active bribery and/or Law No. 31740, Law amending Law No. 30424; and, (iii) worldwide, such as the United States Foreign Corrupt Practices Act (the "FCPA") and the United Kingdom Bribery Act. The FCPA prohibits Suppliers or Supplier Partners from offering or giving "anything of value" to a government official or his or her family members in order to influence that person in his or her official duties or to encourage inappropriate or illegal conduct. The prohibitions in the UK Bribery Act also cover bribes offered to private entrepreneurs.

Our rule is clear: don't bribe anyone, at any time and for any reason.

This prohibition applies to activities performed by employees or agents of Suppliers and Partners' Suppliers. As stated above, violations of the Code will be brought to the attention of the Provider and may result in termination of the business relationship as described at the beginning of this Code.

Anti-money laundering:

Suppliers and Providers' Partners are prohibited from engaging in or facilitating transactions anywhere in the world involving funds derived from illegal activities. They must comply with all applicable anti-money laundering laws, rules, and regulations of Chile, the United States of America, and all other countries where they do business. Therefore, Giddings Group will be able to examine all payments and transactions with customers, vendors, suppliers and supplier partners. No



We will accept funds or make any payments that appear to be derived from illegal activities.

Gifts, tips and business courtesies

Suppliers and Supplier Partners shall refrain from issuing corporate gifts, gratuities and commercial courtesies that may create the appearance of favoritism or that may adversely affect the company's reputation for fairness and fair dealing. If permitted by law, Suppliers and Supplier Partners may accept unsolicited gifts or provide gifts, other than money, that conform to reasonable ethical market practices, including:

- Flowers, fruit baskets, and other modest gifts commemorating a special occasion.
- Gifts of nominal value, such as calendars, pens, mugs, caps, and T-shirts (or other novel, advertising, or promotional items).

Social & Environmental Compliance

Giddings Group expects Suppliers and Supplier Partners to conduct business in an environmentally responsible and sustainable manner, including the efficient consumption of energy, water, and other natural resources, minimizing waste, avoiding landfill diversion, and reducing the use of harmful chemicals. At a minimum, Suppliers must comply with all applicable laws, regulations, and guidelines. Suppliers must obtain and maintain all required environmental permits, approvals, and registrations, and comply with all relevant operational and reporting requirements.

Giddings Group requests Suppliers to complete a social and environmental self-assessment and encourages Suppliers and Supplier Partners to proactively minimize their environmental impact (including energy and water use, air emissions, greenhouse gas emissions, waste, pollution, hazardous materials, and recycling).

Suppliers may be required to undergo periodic audits and/or submit audit reports and corrective action plans for relevant audits conducted (e.g., SMETA, GLOBALG.A.P., among others).

Giddings Group requests Suppliers to work on improving social and environmental performance in the event of non-compliance with relevant local laws, regulations, or client compliance requirements. Suppliers must remedy non-compliance issues, and proof of corrective actions may be requested.



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Intellectual and industrial property

Suppliers must comply with all laws and regulations governing intellectual and industrial property to guarantee their status as the owner or legitimate holder of the intellectual or industrial property rights contained in the products and/or services they market. Failing that, they must possess all necessary authorizations to market such products and/or services, ensuring that their commercialization does not affect the industrial or intellectual property rights, honor, privacy, or self-image of third parties. Likewise, Suppliers shall respect the intellectual property of Giddings Group and may not, for example, use its trademarks, images, or logos without due authorization granted by the company.

Nature of the relationship and subcontracting

The relations between Giddings Group and its Suppliers do not represent, nor will they represent, in any case, the existence of an employment relationship, nor of a relationship of subordination or dependence of any kind that could lead to an employment relationship between Giddings Group and its Suppliers and/or their workers, collaborators or officers. Thus, except for legal exceptions, neither Giddings Group nor any of its related persons shall pay or provide any provision to what is expressly agreed in the respective commercial agreement, and Giddings Group shall be absolutely unenforceable any legal or conventional obligation or commitment that the Supplier has or may acquire with its dependents. officials and/or collaborators in the relationship with Giddings Group, so the latter will not be responsible for withholding taxes, social security or social security payments, labor and social security contributions and contributions, social security, the Law on the Prevention of Work Accidents and others that may apply, as well as all expenses and compensation generated by the Supplier's personnel due to occupational diseases, bodily injury, death, whether resulting from accident or otherwise, in the relationship of Giddings Group with the Supplier. In accordance with the above, the Supplier must strictly comply with labor, social security and social security regulations.

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With respect to its personnel, the Supplier releases Giddings Group from all risks, holding it harmless from any lawsuit or claim filed by its personnel or dependents, and must immediately reimburse each and every one of the amounts that Giddings Group is obliged to pay in any way, for such causes.



Commercial Relationship Policy with Suppliers

Type of suppliers of Giddings Group.

We distinguish 2 types of suppliers:

- a) Suppliers of goods: Natural or legal person, whose activity refers to the marketing or manufacture of a tangible product.
- b) Service Providers: Natural or legal person, whose activity seeks to respond to the needs of the Giddings Group, which due to its main service characteristic is intangible.

All suppliers must fully respect this instrument as applicable.

Purchase orders

The purchases and sales made between Giddings Group and its Suppliers may be made through purchase orders, at the discretion of Giddings Group. These purchase orders are generated through the Giddings Group's internal software, and will be sent electronically. These include:

- Details of the purchasing company, the requesting executive and the approving executive.
- Supplier data.
- Product purchased (code, quantity, unit of measure, description, destination, unit price and total price).
- Payment method, payment term and payment currency.
- Signature of the representative of the purchasing company.

If 48 hours have elapsed since the Purchase Order has been received by the Supplier, without it having been repaired by the Supplier, all the conditions will be understood to have been accepted by the Supplier.

Any modifications that may occur in the Purchase Orders will be reported via email.

Providers should consider the following definitions:

- Date of Issue: Corresponds to the date on which the Purchase Order has been generated, as it has been duly generated and approved by the responsible executives of Giddings Group.



- Shipment Date: Corresponds to the date on which the Purchase Order is sent by email to the Supplier. It will be understood that the Supplier has received and become aware of the Purchase Order on the Date of Shipment.
- Delivery Date: Corresponds to the date or sequence of dates on which the purchased goods or services are delivered to Giddings Group, at the agreed delivery point.
- Cancellation Date: Corresponds to the date on which Giddings Group cancels or terminates the Purchase Order, prior to receipt of the goods or services purchased, or after the Delivery Date in the case of delays in such deliveries.

Product Delivery

The products or goods indicated in the purchase orders must be delivered to Giddings Group at the place agreed with the Supplier, on the date or sequence of dates or deadlines indicated in the purchase order, which may only be altered with the prior agreement of the parties, and must be in writing. The goods or products referred to in the Purchase Order will be of the requested quality, and new, unused, and without faults of any kind. The supplier is responsible for ensuring that the goods meet all agreed requirements. The goods or products referred to in the purchase order will be received in the condition in which they are delivered by the supplier, provided that they meet the minimum standards established by Giddings Group. Considering the above, after receipt, the company may detect surpluses, merchandise with faults, damaged or not in accordance with regulations, all of which will be returned to the supplier, understanding the purchase and sale of products, totally or partially as appropriate, as appropriate, as of right, with respect to the defective merchandise, damaged or not in accordance with the standard. Such returns, total or partial, will give rise to a Credit Note that will be generated by the Supplier. The costs of recalling rejected products will be entirely borne by the Supplier. It will be the responsibility of the supplier to require at the delivery of its goods in Giddings Group the signature of the copy of the Dispatch Guide, Receipt or Invoice that accompanies the delivery by an administrator in order to proceed with the subsequent payment of the sale.

Purchase Order Lead Times

Supplier shall not have the option to unilaterally extend the Delivery Date.

Purchase Order Assignment Policy

The Supplier may not transfer, assign or delegate its obligations arising from a purchase order to a third party, whether related or not, without the prior approval of the Giddings Group. As part of the foregoing, Giddings Group will not be obligated to pay an invoice



against a purchase order that has been fulfilled by a third party not previously approved by Giddings Group.

Rules applicable to goods cleared

Unless otherwise required by Giddings Group, all Suppliers must ship products and merchandise that have the following characteristics:

- Labeled.
- Packaged.
- Palletized, when applicable.
- Certificates.

The Supplier is responsible for ensuring that the products marketed by it fully comply with applicable Chilean and foreign regulations, so that they can be used by Grupo Giddings in any farm, plant or office, without jeopardizing the safety of those who use or consume such products, or food safety standards. Therefore, the Supplier shall be liable for claims for damages caused by such products.

After-sales rules

If a Supplier's product is withdrawn from circulation by order of any State entity or Giddings Group due to defects that prevent its commercialization, the following will be done:

- Return of the products to the Supplier, with the documentation that supports the movement.
- Analysis of the scope of the problem and future compensation or fines for the problem caused.

Payment method for purchase orders

Giddings Group establishes a payment term to its suppliers in accordance with the law. Likewise, Giddings Group will also pay its strategic Suppliers in the terms stipulated in the respective commercial agreement, in accordance with the exceptions that the legislation allows.

Management systems

Supplier policies and procedures shall be operational, and management shall identify a person or persons at the facility or worksite as



responsible for monitoring and implementing practices to comply with all Applicable Laws and Regulations and the Supplier Code of Conduct.

Other Implementation Principles

Emergency preparedness and response: Suppliers must identify and plan for emergency situations and must implement and provide guidance to workers on emergency response procedures, including emergency reporting, alarm systems, worker notification and evacuation procedures, drills, fire detection and suppression equipment, exit facilities and recovery plans.

Reporting Violations: Vendor is responsible for reporting any violation of this Code, whether by Vendor, Vendor's Partners, or the Company. The Provider must train its supervisory and management-level employees on the obligations created by this Code and must instruct them to report any violations of this Code. Suppliers must also inform these employees that they can do so without fear of retaliation. Suppliers agree not to retaliate against any of their agents, employees or Partners for reporting any violation. Reports can be made to the Company through its website.

Suppliers acknowledge that Giddings Group has no obligation to investigate complaints it receives relating to Supplier's operations. Suppliers acknowledge that they are independently obligated to ensure that their company and its Partners comply with all of this Code and all other applicable laws and regulations.

Amendments to the Supplier Code of Conduct: Giddings Group is committed to integrating human rights considerations into its decision-making processes, business strategies and risk management practices. It also reserves the right to review the policy periodically to ensure its effectiveness, relevance and undertakes to make the necessary revisions based on changes in the business environment, laws or best practices.

Code of Conduct Communication: Giddings Group expects its Suppliers to communicate clearly and accurately with Employees and Supplier Partners about this Code. Giddings Group expects Suppliers to maintain appropriate training programs for managers, Employees and Partners of Suppliers to implement the standards of the Code and comply with applicable legal requirements.



Confidentiality: For the purposes of the relationship between Giddings Group and its Suppliers, the Supplier must maintain strict confidentiality and confidentiality of any and all information of a confidential nature and/or that by its nature cannot be disclosed to third parties without prior authorization, including without limitation and, in general, all information of Giddings Group relating to its designs, contracts, intellectual or industrial property, databases, suppliers, customers, market plans and projections, financial or business data, information on judicial or extrajudicial contingencies and tax information, among others, that it receives as a result of the commercial relationship that exists with Giddings Group.

I confirm that I have read and agree to abide by the Giddings Group Supplier Code of Conduct

Name:	
Position:	
Company:	
Date:	
Signature:	