

ADM recognizes that healthy supplier relationships are critical to our success and strives to promote a mutually beneficial business relationship based on the highest standards of ethical conduct. We choose our suppliers carefully to ensure that they share our commitment to integrity. Suppliers to ADM are expected to do business fairly, ethically, and in compliance with all applicable laws and regulations at all times. Additionally, suppliers are expected to understand and abide by the following principles.

Business Integrity

- **Anti-Money Laundering** – ADM expects its suppliers to comply with anti-money laundering and anti-terrorist financing laws and regulations. In connection with any business activity conducted with ADM, suppliers must not engage in any activity that would use ADM to launder money or finance terrorism.
- **Bribery and Corruption** – ADM prohibits corruption in any form and expects the same from its suppliers. This means that suppliers must not offer or accept any bribes, kickbacks, or other unethical payments when dealing with a government official or with any other business. Suppliers must at all times comply with the [U.S. Foreign Corrupt Practices Act](#) as well as all local anti-corruption laws prohibiting commercial and governmental bribery. ADM requires suppliers to participate in its due diligence review process prior to interacting with a government official on the company's behalf.
- **Business and Financial Records** – We expect suppliers to maintain accurate financial books, records, and accounts related to its business with ADM. Suppliers must keep an accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of ADM or out of funds provided by ADM. Suppliers must furnish a copy of this accounting to ADM upon request. Suppliers may also be required to retain certain documentation related to food safety and product traceability (origin mapping).
- **Business Gifts, Meals and Entertainment** – Suppliers should avoid offering ADM employees travel, frequent meals or expensive gifts. Ordinary business meals and small tokens of appreciation of nominal value are acceptable. Gifts of cash or cash equivalents, such as cash gift cards, are prohibited.
- **Conflicts of Interest** – ADM employees should not have any financial interest or employment arrangement with a supplier that might conflict, or appear to conflict, with the employee's obligation to act in the best interest of ADM. If a supplier employee has a family relation (spouse, child, parent, sibling, grandparent, mother- or father-in-law, sister- or brother-in-law, grandchild, domestic partner) to an ADM employee, or if the supplier has any other relationship with an ADM employee that might represent a conflict of interest, the supplier should disclose this fact to ADM or ensure that the ADM employee does so. Friendships between suppliers and ADM employees are inevitable and acceptable, but should not be used to influence business decisions.
- **Information Protection** – Suppliers are expected to safeguard ADM's confidential information, including personal and proprietary data. Suppliers shall not share or sell ADM information unless permitted in writing. Suppliers must demonstrate, as well as enter into terms that state, that they will honor confidentiality, comply with data protection laws, that their employees are subject to a duty of secrecy, and that they have instituted appropriate technical and organizational measures to protect information from improper access, disclosure or destruction. Suppliers shall not share third-party information with ADM if they are obligated by law or contract not to do so.
- **Product Safety and Quality** – Suppliers shall comply with ADM's [Global Supplier Quality and Food Safety Expectations Manual](#) and meet all applicable legal, regulatory, and agreed specification requirements, as well as any additional requirements communicated by ADM, including those based on region, product, or customer needs. The most stringent applicable requirement shall apply.
- **Trade Sanctions** – ADM expects its suppliers to comply with applicable trade sanctions laws and regulations of countries in which it conducts business. In connection with the business it does with ADM, suppliers must refrain from engaging in any transaction with a sanctioned party, country or region (unless otherwise authorized by ADM's Legal department), or using another party to carry out any activity that cannot be lawfully performed directly due to trade sanctions prohibitions.

Labor Conditions and Human Rights

- **Wages** - All employees in the supplier's operations and supply chain will be compensated in accordance with all applicable local laws and regulations including those related to minimum wage and overtime pay.
- **Slavery and Child Labor – Slavery** - The supplier must prohibit the use of all forms of forced labor, including bonded labor, indentured labor, and child labor in their operations and supply chains. Employees should not be charged fees in exchange for employment or have collateral in the form of money, identification or other personal belongings held – without workers' consent – as a condition of employment. The use of physical punishment, threats of violence or other forms of abuse will not be tolerated. **Child Labor** – The supplier explicitly prohibits child labor, defined as work that is hazardous to children's health, safety or morals, work that interferes with compulsory education or for which they are simply too young. All workers in their operations and supply chain must meet the minimum age to work as defined by [ILO Convention 138](#) as well as applicable local laws and regulations.
- **Health and Safety** - The supplier will provide a safe and healthy working environment and comply with applicable health and safety laws and regulations. Access to clean and appropriate sanitation facilities are required. Physical abuse, sexual abuse and harassment, and any other forms of abuse or harassment will not be tolerated.
- **Working Hours** - Working hours must be in line with legal requirements and any collective bargaining agreements applicable to the location. All overtime shall be voluntary. Working hours will not be excessive and workers will receive appropriate time off. It is strongly recommended working hours and rest days align with the [ETI Base Code](#).
- **Freedom of Association** - The supplier respects employees' right to join, form or not to join a labor union without fear of reprisal, intimidation, or harassment. Where employees are represented by a legally recognized union, the supplier supports establishing a constructive dialogue with their freely chosen representatives. The supplier is committed to bargaining in good faith with such representatives of their employees.
- **Discrimination** - There will be no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation¹
- **Grievances** - The supplier should have a grievance procedure in place to allow workers to bring concerns or work-related issues to the attention of management in an anonymous manner.

Environment and Land Rights

- **Environmental Impact** - The supplier will take steps to minimize its environmental impact and ensure its compliance with applicable laws and regulations in the countries in which it operates. Suppliers should ensure they are monitoring their use of natural resources, as well as their waste management.
- **Land Rights** - The supplier respects land-tenure rights and the rights of indigenous and local communities to give or withhold their free, prior and informed consent (FPIC) to operations on lands to which they hold legal or customary rights. The supplier will respect Indigenous and Local Community rights to land and resources in accordance with the [U.N. Declaration on the Rights of Indigenous Peoples](#).
- **Water** - The supplier respects the right to access safe and clean drinking water and sanitation in their operations and supply chain.
- **Taking Action** - ADM recommends the supplier promote solutions to reduce climate change and GHG emissions, as well as promoting conservation of water resources and biodiversity in agricultural landscapes through sustainable land use management and ecological restoration practices in high conservation value areas.

Compliance

- **Sourcing and Materials** - The supplier will comply with any requests for material country of origin of goods and services or supply chain traceability strategies
- **Auditing** - If, through internal risk analyses, ADM determines the supplier needs to be audited for sustainability issues, the supplier agrees to be cooperative.
- **Non-Compliance** for misconduct or failure to meet ADM's Supplier Expectations
 - ADM expects its suppliers to fully comply with applicable laws and to adhere to internationally recognized environmental and social standards, in addition to its Code of Conduct and policies. ADM will partner with suppliers to further develop their sustainability performance when needed. Where the company maintains long-term or recurring buying relationships with producers or primary processors, ADM will support these suppliers in achieving compliance.
 - ADM expects suppliers to continuously self-assess compliance with ADM policies. Suppliers are expected to raise concerns or seek clarification on any element of ADM policies with their ADM contact during creation of the procurement agreement. ADM expects suppliers to act in accordance with ADM policies and commitments and to require the same from their suppliers.
 - Actions with respect to a non-compliant supplier may include, but are not limited to, any of following:
 - Engage: ADM will maintain the commercial relationship with the non-compliant supplier and engage with them to resolve the issue.
 - Suspend: ADM may temporarily pause or indefinitely cease purchasing from the noncompliant supplier.
 - When a verified Major Non-Compliance is identified, ADM will suspend the supplier and then there may be engagement to establish the corrective action plan. The corrective action must be implemented prior to the next contract. When a verified Minor Non-compliance is identified, ADM will suspend any commercial activity until the supplier presents an action plan to solve the issue. The corrective action must be implemented prior to the next contract. If ADM management decides to remain engaged commercially with the supplier that is the subject of an alleged non-compliance, then ADM will define in a written, time-bound action plan the actions expected to be taken by the supplier to achieve compliance. ADM will support, monitor and supervise the performance of the corrective actions or work through suppliers to support, monitor and supervise corrective actions until the issue is resolved.
- **Reporting Potential Misconduct** – Suppliers may direct questions or report concerns to ADM via postal mail: P.O. Box 1470, Decatur, IL, USA 62525; email: compliance@adm.com; or online: www.theadmwayhelpline.com. Reports may be made anonymously where permitted by law. ADM's Code of Conduct prohibits retaliation for reports filed in good faith