

ABOUT THIS CODE

Mizkan Euro is a member of the Mizkan Group, a global, family-owned company that has been Bringing Flavour To Life™ for more than 220 years. Our foundational roots go back to 1804 where we were founded in Handa, Japan.

Mizkan Corporate Philosophy abides by two principles:

- Offer customers only the finest products
- Continuously challenge the status quo

Mizkan Euro¹ is a category expert in manufacturing chutneys, relishes, pickled vegetables, vinegar, cooking sauces and sushi seasonings. We manufacture well-known UK brands including Branston Pickle, Haywards Pickled Vegetables, OSU and Sarson's Vinegar, for retail and foodservice markets. We are a leading supplier of Japanese vinegars (Yumai/Shiragiku/Suehiro) & seasonings (Yuzu Ponzu/Honteri/ Sushi) for foodservice to the UK and EU. In 2025, Mizkan Euro entered the UK and EU retail markets with a range of authentic Japanese kitchen essentials & miso pastes, under the Mizkan brand.

Corporate integrity, responsible sourcing and the safety and wellbeing of workers in the countries where we do business are of paramount importance to Mizkan Euro. These core principles are reflected in this Responsible Sourcing Supplier Code of Conduct ("Code"), which establishes the minimum standards that must be met by any entity that supplies products or services to Mizkan Euro.

DEFINITIONS AND SCOPE

In this Code:

Supplier means a company, partnership or individual that provides goods or services to one or more members of the Mizkan Euro group of companies.

Worker means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

Representative means the Supplier's suppliers, vendors, agents, and subcontractors who are involved in Mizkan Euro's supply chain.

WHO MUST COMPLY WITH THIS CODE?

The Supplier shall comply with the Code and shall ensure that its Workers are aware of this Code and comply with it.

SUPPLIER'S COMMITMENT

The Supplier agrees that:

- It will comply with the requirements in this Code.
- It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- If a breach of this Code is found, it and its Workers will cooperate fully and collaboratively with any related investigations. Subsequently, it shall develop and share a corrective action plan with Mizkan Euro for prompt resolution.

In the event of a serious violation of this Code, Mizkan Euro reserves the right to review its business relationship with such supplier (including where it fails to fully cooperate with an investigation).

¹ Includes Mizkan Euro Ltd. and its group affiliates (including but not limited to Mizkan Euro Holdings Limited, Mizkan Euro Partners Limited and Mizkan AMS B.V.)

(a) Compliance with laws and regulations and priority of standards

- i. In carrying out its agreement(s) with Mizkan Euro, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable UK laws and regulations (and if applicable, the laws and regulations of any other jurisdiction where it or its Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code.
- ii. Competing standards shall be addressed as follows:

If there is a conflict between any applicable laws or regulations, the provisions of an agreement with Mizkan Euro and the provisions of this Code, the Supplier shall meet the most stringent standard.

If there is a conflict between the provisions of an agreement with Mizkan Euro and the provisions of this Code, the Supplier shall meet the more stringent standard (Mizkan Euro reserves the right to determine in its sole discretion).

(b) Updating this Code

Mizkan Euro has the right to modify this Code from time to time on giving the Supplier at least thirty (30) days' notice in writing (writing includes email).

(c) Workforce issues

Slavery, human trafficking and child labour. The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour. Mizkan Euro publicly publishes an annual Modern Slavery Statement on its website – we expect all UK Suppliers who meet the annual turnover threshold to do the same. Suppliers must have a documented child labour remediation plan and confidential reporting procedure in place, aligned with legal and ethical standards, to ensure prompt safeguarding and resolution.

Human rights. The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain.

Equal opportunities, Diversity & Inclusion. Mizkan Euro is an equal opportunities employer and Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the Worker's ability to perform the job subject to any accommodations required or permitted by law. Mizkan Euro publishes an annual Gender Pay Gap Report. We expect all UK Suppliers who meet the threshold to do the same

No Abuse or Harassment Supplier must treat Workers with respect and dignity. Supplier must not subject Workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Supplier must not condone or tolerate such behaviour by its suppliers and subcontractors.

Freedom of association and collective bargaining. The Supplier shall respect, and shall not interfere with, the right of Workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining, in line with relevant laws where it operates.

Working environment. The Supplier shall provide a safe, healthy, and sanitary working environment and comply with UK health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

Wages and remuneration. The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- i. the minimum wage and benefits established by applicable law (including but not limited to compliance with The Working Time Regulations 1998);
- ii. collective agreements;
- iii. industry standards; and
- iv. an amount sufficient to cover basic living requirements.

Mizkan Euro is a member of SEDEX and therefore complies with the requirements of the ETI Basecode. The ETI Base Code is founded on the conventions of the International Labour Organisation and is an internationally recognised code of labour practice. Further information can be found here: www.ethicaltrade.org/eti-base-code.

Mizkan Euro SEDEX registration number is ZC1052092.

Suppliers of goods and services to Mizkan Euro must:

- i. be registered with SEDEX;
- ii. link with Mizkan Euro on the SEDEX website;
- iii. complete/ update the SEDEX SAQ annually; and
- iv. cooperate with SMETA (Sedex Members Ethical Trade Audit) Audits as requested – See **Section (j)**.

(d) Data protection and information security

The Supplier shall comply with all data protection laws and requirements (including but not limited to the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, Privacy and Electronic Communications (PECR) Regulations, and the Regulation (EU) 2016/679 (General Data Protection Regulation) when processing any personal data on Mizkan Euro's behalf.

The Supplier shall have in place appropriate measures to:

- i. protect the integrity and confidentiality of information (including information belonging to or supplied by Mizkan Euro) held on its systems (which include physical and online or electronic systems); and
- ii. ensure that there is no unauthorised access of the information by third parties, including its Representatives.

(e) Environmental responsibility

The Supplier shall ensure that:

- i. its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
- ii. the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
- iii. it will only use packaging materials that comply with all applicable environmental laws and treaties.

Climate Change: Mizkan Euro is developing a strategy to reduce our Scope 1-3 emissions, in line with UK Government commitments (Net zero by 2050) and expect our UK Suppliers to be doing the same.

The Supplier shall have in place a suitable environmental management system for managing its environmental risks. As a minimum, the system should include and address the following: ISO14001 or an environmental policy covering waste (Including food waste) reduction and disposal, climate actions, water reduction, compliance with legal requirements, voluntary codes and a commitment to continuous improvement (relating to the above environmental risks).

(f) Deforestation

The EU's Deforestation Regulations require companies trading in cattle, cocoa, coffee, palm oil, rubber, soya and wood, as well as products derived from these commodities, to conduct extensive diligence on the value chain to ensure the goods do not result from recent (post 31 December 2020) deforestation. This also includes goods imported into the EU which meet the requirements of the Regulations.

Suppliers of goods containing the above ingredients, must have the information needed to ensure compliance, if requested.

(g) Sustainable Sourcing

Supplied goods must also comply with the following statements:

i. Packaging:

- Wood and derived products: lightest weight & highest recycled content possible, from sustainable PEFC or FSC supply chain
- Plastic: lightest weight & highest recycled content possible - minimum 30% recycled content, where commercially available & without compromising food safety or quality
- Glass: lightest weight & highest recycled contents possible with a minimum of 30%, without compromising food safety or quality.
- Metals: - lightest weight & highest recycled content possible - minimum 30% recycled content, where commercially available & without compromising food safety or quality

ii. Palm oil: MB or above sustainable RSPO supply chain certified.

iii. Soya (used as a food ingredient): sourcing and using soy responsibly, from trusted supply chains

iv. Animal Welfare – Supplied goods must comply with the Farm Animal Welfare Five Freedoms and Fish must be Marine Stewardship Council (MSC) certified.

(h) Bribery and corruption

- i. The Supplier shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption (including but not limited to the UK Bribery Act 2010). To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:
 - I. bribes, facilitation payments, kickbacks or illegal political contributions.
 - II. money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
 - III. any other unlawful or improper payments or benefits.

(i) Unfair business practices

The Supplier shall comply with all applicable competition laws in their respective jurisdictions (including but not limited to Chapters 1 and 2 of the UK Competition Act 1998 and Articles 101 and 102 of the Treaty of the Functioning of the European Union), including but not limited to those relating to collusion or information sharing with competitors, price fixing and rigging bids.

(j) Procuring and managing Representatives

- i. When assessing the Supplier's performance against the requirements set out in this paragraph, Mizkan Euro shall have due regard to the risk profile of the transaction, the Supplier's ability to comply with the requirements and the consequences where the Supplier fails to meet those requirements.
 - I. Labour providing agencies:
 - UK must be GLAA (Gangmasters and Labour Abuse Authority) registered

- EU / others must comply with local regulations.
- II. **Countries of Origin (Packaging & Raw Materials)**
 - RADAR tool from SEDEX will be used to set risk limits and suppliers will be assessed using the tool,
 - The output from the tool will determine the inherent risk level (based on country and material sector) and therefore ethical audit (SMETA) requirements for the supplier
 - 9.5 or above Highest risk – Do not use
 - 6-9.4 High Risk – Annual SMETA Audit required
 - 4-5.9 Medium Risk – No SMETA requirement unless issues identified.
 - Under 4 Low Risk – No SMETA requirement unless issues identified.

(I) Food Quality & Safety Requirements

Mizkan Euro is committed to ensuring all products provided to its customers and consumers are of consistent quality, safe, legally compliant and fit for purpose.

- i. Suppliers of all raw materials, packaging, storage and distribution services, service suppliers (including agents/brokers) should be GFSI (Global Food safety Initiative) certified as a minimum where appropriate certification is available, ISO 17025 for laboratories or growing scheme certificates for farms such as Red Tractor. (meat suppliers should have BRC Voluntary Meat Module 11.)
- ii. All prospective suppliers will be assessed before being accepted, this involves:
 - I. Submission of some pre-assessment info as requested such as the supplier specification, HACCP, allergen information and Certification details then completion of a Supplier Assessment Questionnaire ("SAQ") which requests general site info, food safety information and submission of scheme certification and other essential information to enable a risk assessment.
 - II. A specification for the raw material must be completed and submitted to Mizkan Euro through the Hamilton Grant System (or any other method as notified by Mizkan Euro from time to time).
- iii. Where Gluten Free, Halal, Kosher, FEMAS, Organic etc certification is required, certification must be maintained and current copies attached to the SAQ.
- iv. All Suppliers must agree to the following approval requirements prior to onboarding as well as continuously, as long as it continues to supply Mizkan:
 - I. To disclose the last point of processing of any raw materials/packaging;
 - II. To submit requested pre-assessment information then complete, submit (and update as required) the SAQ to an acceptable level as determined by the Vendor Quality Assurance (VQA) Manager;
 - III. To complete (and update as required) the raw material specification to an acceptable level as determined by the Raw Material Manager;
 - IV. To accept audit requirements as determined by the Mizkan Euro risk assessment/VQA Manager (traceability exercises, remote audits, physical audits);
 - V. Agree to provide Certificate of Conformance /Certificate of Analysis within agreed timescales (prior to/on delivery);
 - VI. Immediately inform Mizkan Euro of any changes to the process/structure/specification/materials handled on site (species and allergens), change of manufacturing site or anything else which may influence product quality, safety, legality (raw material specification and SAQ update);
 - VII. Where raw materials or packaging are delivered to site which are outside of the approved specification, then the non-conformance procedure in (p) of this Code shall be followed.

- v. Suitability for onboarding as a supplier to Mizkan Euro is assessed based on the above Food Quality and Safety Requirements as well as other criteria laid out in this Code. Approval will not be granted where risks to Mizkan Euro are identified (and cannot be mitigated sufficiently) as determined by Mizkan Euro's Vendor Quality Assurance Manager/Raw Material Manager.
- vi. Suppliers must comply with all applicable legislation governing genetically modified organisms (GMOs) and maintain product integrity throughout the supply chain. This includes, but is not limited to:
 - I. Genetically Modified Organisms (Contained Use) Regulations 2014 for contained use activities.
 - II. Regulations (EC) No. 1829/2003 and 1830/2003 on the authorisation, labelling and traceability of GM food and feed
- vii. No irradiated products or products treated with ethylene oxides will be accepted by Mizkan Euro under any circumstances.
- viii. Suppliers must ensure that all spices used, and potential contaminants are controlled in accordance with applicable food safety and quality requirements.

(m) Representatives

With regard to prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of Mizkan Euro's upstream supply chain. At a minimum, the due diligence must include the following:

- I. investigations into prospective Representatives' stance, public statements, compliance with applicable laws and other actions on human rights, treatment of workers, bribery, ethical behaviour and the environment;
- II. risk assessments for countries from which materials, components or finished goods are sourced; and
- III. the prospective Representative's ability to meet the requirements and principles that are covered in this Code.

ix. In its dealings with Representatives, the Supplier shall:

- I. ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements;
- II. ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements; and
- III. pay its Representatives promptly, with the maximum payment period being 60 days.

(n) Training

- i. The Supplier shall ensure its Workers are made aware of the requirements of this Code.

ii. The Supplier shall keep a record awareness of code requirements being shared with its Workers, provide updates as and when notified by Mizkan Euro of any updates and shall make a copy of such record available to Mizkan Euro on request.

(o) Certifying compliance and audit

The Supplier shall understand that whilst in contract with Mizkan Euro it must be able to comply with this Code for the duration of its relationship with Mizkan Euro.

The Supplier shall provide any additional third-party or self-certifications that are reasonably required to demonstrate compliance with all applicable laws and frameworks when receiving a written request from Mizkan Euro (email included in written).

Mizkan Euro may conduct audits and inspections to verify the Supplier's compliance with this Code.

(p) Self-monitoring and reporting breaches

The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to Mizkan Euro at: SupplierCodeofConduct@mizkan.co.uk.

(q) Breach, remediation, claims and termination procedure

Where Mizkan Euro becomes aware of a breach of this Code by the Supplier or its Workers, Mizkan Euro will follow one of the two following procedures:

- i. Non-compliance with this Code (with the exception of **Food Quality & Safety Requirements**) Mizkan Euro will take action as set out in the Supplier's Commitment at the first page of this Code.
- ii. Non-compliance with **Food Quality & Safety Requirements** of the Code relating to raw material/packaging against the provided specification:

- I. **Major Non-Conformance** - In cases where the non-conformance **poses a significant food safety hazard** or the Mizkan Euro finished product has been withheld (from sale/ distribution into the market) or the quantity of material withheld prevents Mizkan Euro from its standard production operations/schedule, the Supplier's non-conformance will be deemed "major" ("**Major Non-Conformance**").

In the event of a Major Non-Conformance, sufficient information is to be provided to identify all supplied material affected by the issue within 24 hours.

A full investigation report is to be provided in 7 days detailing:

- the manufacturing site for affected material;
- root cause of the issue;
- corrective actions; and
- preventative actions taken to correct and prevent further issues.

- II. **Minor Non-Conformance** – all other non-conformances relating to Food Quality & Safety Requirements that do not amount to a "Major Non-Conformance":

a full investigation report must be submitted in writing to Mizkan Euro within 7 days of the supplier becoming aware of the incident, detailing:

- the manufacturing site for affected material;
- root cause of the issue;

- corrective actions; and
- preventative actions taken to correct and prevent further issues.

If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, Mizkan Euro will take action as defined within the Supplier's Commitment of this Code.