

Supplier Code of Conduct



I. Purpose

Ingredion Incorporated is an innovative, customer-focused company that has built a reputation for providing the highest quality ingredients to our customers. We expect our Suppliers to share the core values that reflect our principles and business practices. Our core values are: **Care First**, **Be Preferred**, **Everyone Belongs**, **Innovate Boldly**, and **Owner's Mindset**.

We created this Global Supplier Code of Conduct ("GSCC") to clarify the principles and expectations for Suppliers doing business with us. The GSCC is a supporting code to the Ingredion Code of Conduct. This Supplier Code of Conduct is based on the Universal Declaration of Human Rights, the principles of the United Nations Global Compact and the conventions of the International Labor Organization (ILO), the principles laid down by the Ethical Trading Initiative (ETI), as well as Ingredion's Code of Conduct.

Note: This GSCC contains general requirements applicable to all Suppliers to Ingredion. Particular Supplier contracts may contain more specific provisions addressing some of these same issues. Nothing in this GSCC is meant to supersede any more specific provision in a particular contract, and to the extent there is any inconsistency between this GSCC and any other provision of a particular contract, the other provision will control.

II. Scope

Ingredion expects all of its employees to comply with the law and act ethically in all matters. We have the same expectations of our Suppliers. We expect our Suppliers to commit to the principles expressed in this GSCC, which are an important part of our Supplier selection and evaluation process.

All tiers of suppliers, manufacturers, contractors, joint venture partners, agents, distributors, and consultants (each a "Supplier" and collectively, "Suppliers") are expected to take note of, and adhere to, both the [Ingredion Code of Conduct](#) and this GSCC. It also extends to Suppliers' parent, subsidiaries, agents, subcontractors, and affiliate entities and applies to all employees, including permanent, temporary, and contract workers. It is the Supplier's responsibility to ensure compliance with both the intent and letter of the GSCC among all employees.

III. Requirements

Ingredion expects all Suppliers to comply with these Supplier Principles:

Principle I: Conduct Business Ethically and with Integrity: All Ingredion Suppliers must adhere to the highest standards of ethical conduct and compliance with law. This includes:

- **Compliance with Anti-Corruption Laws:** Suppliers acting on behalf of Ingredion must comply with all applicable anti-bribery and anti-corruption laws, regulations, and policies

(collectively, the “Global Anti-Corruption Laws”), including the U.S. Foreign Corrupt Practices Act of 1977, as amended (“FCPA”) and the UK Bribery Act (“UKBA”). Suppliers must not, directly or through others, offer, promise, give or accept any form of payment or incentive to gain an improper business advantage. Suppliers must not engage in fraud, bribery (including facilitation payments), kickbacks, money laundering, embezzlement, extortion, or any other form of corruption.

- **Avoidance of Conflicts of Interest:** Employees of Ingredion should act in the best interest of Ingredion. Accordingly, employees should have no relationship, financial or otherwise, with any Supplier that might conflict, or appear to conflict, with the employee’s obligation to act in the best interest of Ingredion. For example, Suppliers should not employ or otherwise make payments to any employee of Ingredion during the course of any transaction between the Supplier and Ingredion. Friendships outside the course of business are inevitable and acceptable, but Suppliers should take care that any personal relationship is not used to influence the Ingredion employee’s business judgment. Suppliers must disclose any situation that may appear as a conflict of interest, including economic ties or personal relationships, including if a Supplier’s employee is a family member to an Ingredion employee (any person related to an employee by blood, marriage, or close affinity, for example, a spouse, partner, parents, children, siblings, and in-laws); has a personal relationship with an Ingredion employee (friend, acquaintance, associate, or anyone with whom an employee has a romantic relationship); or has any other relationship with an employee of Ingredion that might represent a conflict of interest.
- **Compete Fairly:** Suppliers must not engage in illegal cooperation with competitors including bid rigging, price fixing, market allocations, or any other prohibited conduct that limits free and fair competition.
- **Observe Applicable Trade and Sanctions Laws:** Ingredion expects Suppliers to comply with applicable trade and sanctions laws and regulations of countries in which it conducts business. When working for or on behalf of Ingredion, Suppliers must not engage in any transaction with a sanctioned party or country or using another party to carry out any activity that cannot be lawfully performed directly due to trade sanctions prohibitions.
- **Avoid Lavish Gifts, Meals, and Entertainment:** Ingredion employees are prohibited from accepting anything more than modest gifts, meals, and entertainment from Suppliers. Ordinary business meals and small tokens of appreciation such as gift baskets at holiday time generally are fine, but Suppliers should avoid offering Ingredion employees travel, frequent meals, or expensive gifts, or anything else that could have an appearance of impropriety. Gifts of cash or cash equivalents, such as gift cards, are never allowed.
- **Protect Ingredion’s Confidential Information:** Suppliers must protect Ingredion’s confidential information, including its intellectual property, trade secrets, or other proprietary information in Suppliers’ possession.
- **Implement Monitoring and Compliance Measures:** Suppliers should implement appropriate compliance programs to ensure adherence to this Supplier Code of Conduct, including but not limited to establishing appropriate confidential reporting and grievance mechanisms for their employees.

Principle 2: Provide Healthy and Safe Work Environment: Suppliers must provide a safe and healthy working environment for their employees, including the following:

- **Safe and Healthy Workplaces:** Potable drinking water, adequate sanitation, lighting, temperature, ventilation, and suitable facilities for women’s health needs. Facilities should be

structurally sound and well maintained in accordance with all applicable laws and regulations.

- **Adequate Safety Training and PPE:** Suppliers must provide adequate and appropriate training and protection for employees from potential safety hazards, including, but not limited to, those associated with electrical, structural integrity, machinery, chemicals, toxins, vehicular, fall hazards, and facility layout. Supplier employees shall be provided with appropriate and well-maintained personal protective equipment (“PPE”). PPE is to be provided by the Supplier at no cost to the employee. Suppliers shall ensure that educational and training materials associated with safety and potential hazards are disseminated to all employees, as appropriate for their roles, and in their primary language.
- **Clear Display of Health & Safety Protocols:** Health & Safety related protocols should be clearly displayed within the facility or on site of operations. Suppliers should document, investigate, and report to the appropriate authorities any incidents that result in injury to an employee requiring care beyond basic first aid.

Principle 3: Meet Product Quality and Safety Requirements: Suppliers must meet generally recognized and/or contractually agreed quality requirements in order to provide goods and services that consistently meet Ingredion’s needs, perform as warranted and are safe for their intended use. Suppliers must immediately report to Ingredion any concerns about product safety.

Principle 4: Treat People with Dignity and Respect: Suppliers must protect the human rights of employees and treat them with dignity and respect, in compliance with, the fundamental ILO conventions, and other applicable laws. This principle includes compliance with the following requirements:

- **Respect for Human Rights:** Suppliers must respect their employees by ensuring them, within the context of the Supplier’s business operations, a right to life, personal liberty, and personal security. Suppliers must comply with all applicable laws and regulations, including treaties and international standards. Special attention to ensuring these rights are upheld should be given to those who are at heightened risk for vulnerability or marginalization such as women, young people, indigenous peoples, minorities, people with disabilities, and migrant or foreign workers.
- **No Forced Labor:** Suppliers shall not use, or facilitate the use of, forced labor in any of their manifestations including involuntary, compulsory, indentured, bonded, slave, or human-trafficked labor. Suppliers’ employees shall not be coerced to work through the use of violence or intimidation or through means such as manipulated debt, retention of identity papers, or threats of denunciation to immigration authorities. Suppliers shall not retain employees’ government-issued identification, passports or work permits as a condition of employment.
- **No Recruitment Fees:** Suppliers’ employees shall not pay any fees or costs to the Supplier, labor agent/agency, or any other third party associated with recruitment. Examples of fees and costs include, but are not limited to, legal fees, travel, lodging, passport and visa processing, medical exams, in-country support services, personal protective equipment, and training.
- **Respect Freedom of Movement:** Suppliers must not restrict employees’ freedom of movement through confinement, imprisonment, or detainment during or outside of work hours at any location, including worksites or employee residences. Suppliers shall not withhold, or keep in their possession, any employee documents or items, including passports, identity papers, jewelry, ATM cards, or land deeds.

- **No Coercion, Intimidation or Threats:** Suppliers, labor agents/agencies, or other affiliates, shall not use any means of coercion such as intimidation, threats, or harassment, directly or indirectly, to pressure employees into accepting or staying in a job. All employees are to freely choose their employment and must be aware of all terms and conditions associated with their employment status, job functions, compensation, and process for termination of employment by either the Supplier or employee. The Supplier, labor agent/agency, or other affiliate shall provide this information to the employee in their primary language and all contractual elements are to be agreed upon before the commencement of employment activities. Records of all employee contracts and agreements should be kept and be available for review or verification purposes by Ingredient or an appointed third party.
- **No Child Labor:** Suppliers shall ensure that no underage labor has been used in the production or distribution of their goods or services. The terms “underage” or “child” refer to any person under the age of 15, under the minimum age for mandatory education, or under the minimum age for employment in the country, whichever is greatest. Minors involved in family undertakings or apprenticeship programs are excluded from this scope, except in the case of work which, by its nature or circumstances in which they are carried on, is deemed to be dangerous to their physical, mental or moral well-being.
- **No Retaliation:** Suppliers shall not engage in any form of retaliation including threats, intimidation, physical, or legal attacks against human or environmental rights defenders, or those exercising their rights to freedom of expression, association, peaceful assembly, or protest against the business or its operations.
- **Compliance with Wage and Hour Laws:** Suppliers shall comply with all applicable laws and regulations, or collective agreements, regarding maximum working hours, overtime, vacation time, leave periods, maternity/paternity/parental leave, and public holidays.
- **Provide Fair Compensation:** Ingredient expects Suppliers to provide fair compensation that is, at a minimum, in compliance with all applicable wage and hour laws, rules, and regulations, including those associated with legally mandated benefits, overtime work, and other premium payment situations. Wages should be applied at a rate that is comparable with relevant standard industry living wage compensation.
- **Anti-Discrimination and Fair Treatment:** Ingredient expects suppliers to support diversity, inclusion and equal opportunity in their workplace. Suppliers should promote and maintain a workplace free from discrimination and treat their employees with fairness, dignity and respect. No form of physical, sexual, psychological, or verbal harassment or abuse shall be tolerated.
- **Right to Organize:** Suppliers must respect the rights of their employees to freely associate, organize, and bargain collectively, where allowed by law. Suppliers’ employees, or their representatives, shall be allowed to openly communicate with management regarding working conditions or management practices without fear of discrimination, reprisal, retaliation, intimidation, or harassment.

Principle 5: Support Sustainability and Environmental Stewardship:

Suppliers must conduct operations in a way that minimizes the impact on natural resources and protects the environment.

- **Sustainability and Environmental Compliance.** Suppliers must operate with care for the environment. Environmental impacts of day-to-day business decision-making processes should be considered along with opportunities for conservation of natural resources, source reduction, material recycling, and pollution control. Suppliers must ensure compliance with all applicable laws and regulations in the country where products or services are manufactured or delivered.
- **Resource Optimization.** Suppliers must strive to reduce and/or optimize their use of energy, water, and agricultural inputs, reduce greenhouse gas emissions, minimize water pollution, and waste, including food waste and landfill usage. Ingredient encourages its Suppliers to identify, set targets and action plans for reducing environmental impacts to water, wastewater, greenhouse gas emissions, waste, and packaging.

Request for Information and Reporting Misconduct

- A. Cooperation with Requests for Information:** We expect our Suppliers to cooperate with our reasonable requests for information, certifications, and/or audit access. When there is a concern, our practice is to work with the Supplier and possibly identify improvements. However, when an issue cannot be corrected or a Supplier is unwilling to engage, we reserve the right to end our relationship.
- B. Reporting Potential Misconduct:** Suppliers who believe that an employee of Ingredient, or anyone acting on behalf of Ingredient, has engaged in illegal or otherwise improper conduct, should report the matter to Ingredient using Ingredient's Business Ethics Line [INGRethics.com](https://www.ingredient.com/ingrethics) or by contacting Ingredient's Global Compliance Office at AsktheCCO@Ingredient.com.

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