



# Supplier Code of Conduct

**Noumi Limited**  
**ACN 002 814 235**

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## 1. Introduction

Noumi Limited (“**Noumi**”/ “**Our**”/ “**We**”) is committed to conducting business in an ethical, sustainable, and socially responsible manner and expects its business partners to also be committed to acting ethically and with integrity in all aspects of business. Noumi cares about people, respects human rights and requires the same from its business partners.

## 2. Approval

This Supplier Code of Conduct (**Code**) was adopted by Noumi on 2 February 2026 and cannot be amended without approval of the Chief Operations Officer. This Code will be periodically reviewed by Noumi to check that it is operating effectively and whether any changes are required.

## 3. Application

This Code outlines the standards and business practices we expect our direct Suppliers to uphold in connection with goods or services supplied to Noumi. Where appropriate and practicable, these expectations also extend to subcontractors engaged for Noumi-related work and other entities directly involved in delivering those goods or services (each a “**Supplier**” and collectively “**Suppliers**”). It also applies to Personnel engaged on Noumi-related work, including permanent, temporary, contract, foreign, or migrant workers (**Personnel**).

Suppliers are responsible for taking reasonable and proportionate steps to promote alignment with this Code by Personnel and any Noumi-approved subcontractors working on Noumi matters. This may include appropriate dissemination, education, oversight, and monitoring commensurate with the Supplier’s size, risk profile and the nature of the engagement.

## 4. Compliance with Laws

Suppliers must comply with all applicable laws and regulations within the countries that they operate. Suppliers shall also comply with all relevant treaties and international standards and regulations including, without limitation, those related to international trade (including sanctions, export controls, and reporting obligations) data protection and data transfer rules, and anti-trust competition laws.

## 5. Anti-Bribery and Anti-Corruption

Suppliers must comply with all applicable laws in relation to anti-bribery and anti-corruption including the *Corporations Act 2001* (Cth), and not engage in corruption, bribery or unethical influence in any business dealings.

Suppliers acting for, or representing, Noumi must not offer, give, request or accept anything of value to improperly influence a decision or secure an improper advantage.

Suppliers must immediately report concerns regarding bribery and corruption to their Noumi contact, or confidentially through Noumi’s independent whistleblower service as outlined in Noumi’s **[Whistleblower & Improper Conduct Policy & Procedure \(noumi.com.au\)](#)**.

## 6. Gifts

Noumi employees are prohibited from giving or receiving gifts or benefits that could improperly influence, or appear to improperly influence, a business decision. We ask Suppliers to respect this policy and to refrain from offering financial incentives, lavish gifts or entertainment to Noumi employees that could influence, or reasonably be perceived as influencing, impartial decision-making or creating a sense of obligation.

## 7. Conflicts of Interest

Suppliers must disclose any situation that may actually be or appear to be a conflict of interest in relation to Noumi, including material economic ties or close personal relationships that could reasonably be expected to influence the performance of obligations owed to Noumi. Disclosures should be made as soon as practicable and include any steps proposed to manage the conflict.

## 8. Competition and Consumer Laws

Suppliers must comply with all applicable laws in relation to competition and consumers including the *Competition and Consumer Act 2010* (Cth).

Suppliers must not engage in any illegal arrangement or cooperation with competitors including bid rigging, price fixing or market allocation, and should ensure that representations about products and services supplied to Noumi are accurate and not misleading.

## 9. Confidential Information

Suppliers must protect Noumi's private and confidential information in their possession, use it only per Noumi's instructions, and prevent unauthorised disclosure. This obligation continues even after the business relationship between Noumi and the Supplier ends.

Suppliers must respect Noumi's intellectual property rights, trade secrets and other confidential, proprietary or sensitive information and may not use or disclose any such information except in accordance with their written and signed contract with Noumi or with Noumi's prior written consent.

## 10. Privacy

Suppliers must comply with applicable privacy and data protection laws (including where applicable, the *Privacy Act 1988* (Cth) including the Australian Privacy Principles) and reasonable Noumi requirements. Personal information obtained from or on behalf of Noumi should be collected and processed only as necessary for the engagement and protected with appropriate safeguards. Where a Supplier processes personal information on Noumi's behalf, the Supplier agrees to enter into appropriate data processing terms with Noumi.

## 11. Modern Slavery

Suppliers shall not engage in any forms of slavery, including without limitation engaging child labour (i.e., employ anyone under the minimum age of work, or under the minimum age for completing mandatory schooling as specified by local law).

Suppliers must, and must ensure that each of its subcontractors (if any):

- (1) Comply with all applicable laws relating to modern slavery and human trafficking, including but not limited to the *Modern Slavery Act 2018* (Cth); and
- (2) Take reasonable steps to ensure that there is no modern slavery or human trafficking in any part of their business or supply chains.

## 12. Manufacturing & Subcontracting

Where a Supplier is engaged to provide manufacturing for Noumi-specific products or services, it must obtain prior written approval from Noumi before changing any manufacturing site, engaging subcontractors, or utilising Homeworkers (*as defined by the International Labour Organization as individuals who perform remunerated work from their home or other chosen premises, outside the employer's workplace, to produce goods or services specified by the employer*).

Unauthorised subcontracting or use of Homeworkers is strictly prohibited, unless approved by Noumi. Suppliers must ensure all subcontractors and Homeworkers comply with applicable laws and the ethical standards set out in this Code, maintain accurate and up-to-date records of manufacturing sites, subcontracting arrangements, Homeworkers and processes, and provide full transparency and traceability upon request.

## 13. Discrimination

Suppliers must comply with applicable anti-discrimination, equal opportunity and workplace laws. Employment decisions (e.g., hiring, pay, promotion and termination) should be made on merit, consistent with lawful requirements, and without unlawful discrimination.

## 14. Health and Safety

Suppliers must provide a safe and healthy work environment for all employees, agents and subcontractors working at their sites by maintaining a focus on health and safety and complying with all applicable laws, rules and regulations. Any person providing on-site services at a Noumi site is required to adhere to Noumi's occupational health and safety policies and all of Noumi's reasonable instructions.

## 15. Work Rights

Suppliers must engage Personnel with legal authorisation to work, validated through appropriate documentation consistent with local law, and must not withhold or confiscate original identity or immigration documents.

## 16. Environmental Protection

Suppliers shall comply with all applicable environmental laws, regulations, and operating permits, maintaining a status of "legally compliant" at all times.

Suppliers shall support Noumi's corporate responsibility commitments through continuous improvement and performance measurements of environmental and social indicators within their operations and throughout their supply chain. Activities may include implementing best practices or sustainability initiatives related to manufacturing operations, agricultural practices, or production systems, participation in capability building partnerships, or providing additional data and information.

Suppliers must strive to reduce and/or optimise their use of energy, water, and agricultural inputs, reduce greenhouse gas emissions, minimise water pollution, and waste, including food waste and landfill usage. Suppliers must also comply with all applicable Noumi policies, procedures, and standards relating to waste management, chemical handling, and broader environmental requirements, and ensure that these controls are implemented throughout their operations and supply chain.

## 17. Quality Products

Suppliers must produce, package, store, ship or otherwise handle products in accordance with the good manufacturing, distribution and professional service practices prevailing in their respective industries.

## 18. Compliance Responsibility

Suppliers must ensure that all Personnel engaged in Noumi-related work are aware of, and act consistently with, this Code. Where issues arise, Noumi's preference is to work with Suppliers on appropriate remediation. For serious or repeated non-compliance, or where remediation is not feasible, Noumi may suspend or terminate the business relationship with the Supplier.

Noumi expects Suppliers to maintain reasonable and appropriate systems to investigate, address, and remediate any allegations of wrongdoing, to the extent permitted by local law. Noumi may, on reasonable notice, request information or conduct reviews or audits to assess alignment with the Code, where proportionate to risk and nature of the engagement. Suppliers must immediately notify Noumi upon becoming aware of any material breach of this Code in connection with goods or services supplied to Noumi, or any significant adverse event or publicity relating to those goods or services that could reasonably be expected to affect Noumi.

## 19. Acknowledgement

Suppliers acknowledge receipt of the Noumi Supplier Code of Conduct and agree to take reasonable steps to align their practices with its requirements, consistent with their engagement with Noumi.

If a Supplier becomes aware of any material concern or suspected breach relating to this Code or Noumi's business, they are encouraged to report it either to their usual Noumi contact, the relevant Procurement representative, or through Noumi's independent whistleblower service as outlined in **[Whistleblower & Improper Conduct Policy & Procedure \(noumi.com.au\)](#)**. Reports may be made confidentially and anonymously.