

# natura

## Natura - Supplier Code of Conduct

<b>FOREWORD</b>	<b>1</b>
<b>OUR CODE</b>	<b>2</b>
<b>EMPLOYMENT PRACTICES</b>	<b>3</b>
Regular Employment	<b>3</b>
Slavery/Forced Labour	<b>3</b>
Living Wages	<b>3</b>
Child Labour	<b>3</b>
Working Hours	<b>4</b>
Harassment and Abuse	<b>4</b>
Health and Safety Conditions	<b>4</b>
Freedom of Association and Labour Unions	<b>4</b>
<b>SUSTAINABILITY</b>	<b>5</b>
Environment	<b>5</b>
Animal Testing	<b>5</b>
Access and Benefit Sharing	<b>5</b>
Conflict Minerals	<b>6</b>
<b>ETHICS AND INTEGRITY</b>	<b>6</b>
Accounting Journals & Records	<b>6</b>
Compliance with Anti-Corruption Laws	<b>6</b>
Compliance with Anti-Money Laundering Laws	<b>7</b>
Lawful Competition	<b>7</b>
Land and Real Estate Rights	<b>7</b>
Gifts, Presents and Other Offers	<b>7</b>
<b>RELATIONSHIP WITH NATURA</b>	<b>7</b>
Quality, Compliance & Service	<b>7</b>
Conflicts of Interest	<b>7</b>
Subcontracting and Responsible Sourcing	<b>8</b>
Agency / Indirect Workers	<b>8</b>
Preservation and Proper use of Natura Assets and Resources	<b>8</b>
Natura's Brand and Intellectual Property	<b>8</b>
Natura's Information and Data Protection	<b>8</b>
Stakeholder Engagement	<b>9</b>
Monitoring and Reporting	<b>9</b>
Training related to this Code	<b>9</b>
<b>NATURA ETHICS LINE</b>	<b>9</b>
<b>TERMS OF ADHERENCE AND COMMITMENT</b>	<b>10</b>



## FOREWORD

At Natura, we believe in nurturing beauty and relationships for a better way of living and doing business.

Natura is a purpose-driven, group uniting Natura and Avon. We are proud to be one of the largest B-Corp organizations in the world and a global ecosystem. Our relationship centricity, omnichannel approach, direct-to-customer network spans over seven million consultants and representatives worldwide, 900 stores, multiple e-commerce sites bringing our products to over 200 million customers. As a collective, we dare to innovate to promote positive economic, social, and environmental impact – and become the best beauty company for the world.

Our 2030 Sustainability Vision “[Commitment To Life](#)”, sets out our bold targets for the next decade to step up our actions and tackle some of the world’s most pressing issues: addressing the climate crisis and protecting the Amazon, ensuring equality and inclusion, and shifting our business towards circularity and regeneration. Natura strives to deliver this commitment towards a positive social and environmental impact by operating ethically, with transparency and integrity towards its entire relationship network, as well as by working collaboratively with suppliers, agents acting on behalf of Natura, who share the same values and commitments.

This Code outlines the key policies, processes, and behaviors which suppliers must adhere to, including our commitment to our planet, our communities, and each other. These commitments underpin the strong, enduring relationships we have with all our stakeholders around the world, and by adhering to them, we will ensure Natura continues to flourish for generations to come.



## OUR CODE

This document is the foundation of a successful business relationship between Natura and its Suppliers and is drawn from internationally recognized standards and frameworks such as the United Nations (UN) Universal Declaration of Human Rights,<sup>1</sup> the United Nations Guiding Principles on Business and Human Rights<sup>2</sup> the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work,<sup>3</sup> the ILO Declaration on Multi- National Enterprises<sup>4</sup>, the Ethical Trading Initiative Base Code,<sup>5</sup> the United Nations Global Compact,<sup>6</sup> and the Nagoya Protocol.<sup>7</sup>

This Supplier Code of Conduct (this 'Code') lays out the minimum standards we expect to be met by our Suppliers, which includes all service providers, manufacturers, fillers, raw material or ingredient suppliers, finished goods suppliers, any third parties, contractors, consultants, representatives, advisors, joint venture partners and agents acting on behalf of Natura. This Code sets Natura's expectations of compliance with applicable local and international laws, rules, regulations and official requirements, including, but not limited to, human rights, modern slavery, employment practices, sustainability and environmental responsibility, anti-corruption, anti-money laundering, economic sanctions, information security and data protection.

Suppliers should act in accordance with this Code and Natura business and responsible sourcing policies .

Natura is strongly committed to trading ethically and to ensure acceptable working conditions and environmental best practices in its supply chain. Through our Supplier assessment programmes and adopting a process of positive engagement and continual improvement, Natura's aim is to go beyond compliance. We want to drive positive change in working conditions and environmental performance.

As such, we expect our Suppliers to conduct their business with transparency and integrity and to be committed to the highest standards of ethical conduct and environmental practice.

In order to meet our announced *Commitment to Life* objectives we prefer our Suppliers to align with the science-based targets approach to address climate change and biodiversity loss. From human rights perspective, we want our Suppliers to adopt due diligence approach in line with the UN Guiding Principles on Business and Human Rights. From circularity and regeneration perspective, we want our Suppliers to align with the Ellen Macarthur Foundation<sup>8</sup> for circular economy approaches.

Natura does not tolerate corruption in any form nor any human rights violations. Violations of any principles defined in this Code will trigger immediate review of our business relationship and may result in its termination.

Suppliers are expected to incorporate and monitor the principles of this Code with their own suppliers, to ensure that the requirements of this Code, or other contractual terms, apply to their whole supply chain, including sub-suppliers, sub- contractors, homeworkers and temporary labour agencies.

For further information about this Code, please contact your company's business contact at Natura or our Ethics Line as set out in this Code.<sup>9</sup>

<sup>1</sup> [https://www.ohchr.org/EN/UDHR/Documents/UDHR\\_Translations/eng.pdf](https://www.ohchr.org/EN/UDHR/Documents/UDHR_Translations/eng.pdf)

<sup>2</sup> [https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr\\_en.pdf](https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf)

<sup>3</sup> <https://www.ilo.org/declaration/lang-en/index.htm>

<sup>4</sup> <https://www.ilo.org/empent/areas/mne-declaration/lang-en/index.htm>

<sup>5</sup> <https://www.ethicaltrade.org/eti-base-code>

<sup>6</sup> <https://www.unglobalcompact.org/>

<sup>7</sup> <https://www.cbd.int/abs/>

<sup>8</sup> <https://ellenmacarthurfoundation.org/>

## EMPLOYMENT PRACTICES

The following requirements represent the minimum employment standards and practices, which Suppliers are expected to meet in regard to all their Workers, permanent or temporary, direct or outsourced. Specific requirements are detailed in the relevant companies policies, Ethical & Sustainable Trade Charters or other equivalent initiatives and the Ethical Trading Initiative Base Code ("ETI Base Code")<sup>10</sup>. For this purpose, Workers means any individual working under (1) a contract of employment, or (2) any other contract with another party whereby the individual undertakes to personally do any work for, or provide services to, the other party (but excluding contracts where the other party is a client or customer of any profession or business undertaking carried on by the individual).

Suppliers are expected to comply with all applicable domestic laws and to adhere to international human rights standards and modern slavery regulations in the jurisdictions in which they work. Where domestic and national law may not be aligned with international human rights standards or the standards set out in this Code, the higher standard applies. For example, where the law and the ETI Base Code address the same subject, Suppliers are expected to apply the provision that affords the greater protection to Workers.

Suppliers should have clear policies and management systems for managing working conditions. These should include but not be limited to hiring, grievance management, termination and career development.

### **Regular Employment**

Suppliers must provide Workers with written and understandable information about the legal and contractual conditions of their freely chosen employment. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

### **Slavery/Forced Labour**

Forced, bonded and involuntary prison labour or any other form of involuntary labour is strictly prohibited. Workers have the right to choose their employment and Suppliers must not use any form of coercion to make Workers work longer than the working hours stipulated by local labour laws, in their labour agreements or by collective agreements. Suppliers must not retain identity documents of employees, nor take monetary or any other "deposits" from employees in order to ensure work. Workers must be free to leave at the end of their working day and to cease employment if they like, after reasonable notice is given.

### **Living Wages**

Suppliers must ensure that the wages and benefits paid meet, at minimum, the applicable local legal standards, that shall be sufficient to meet the basic needs of their Workers and to provide them with some discretionary income (such as can be found in international living wage benchmarks<sup>11</sup>). Suppliers should not use wage deductions as a disciplinary measure, nor should withhold wages to ensure work.

### **Child Labour**

Natura has zero tolerance towards Child Labour and, as such, Suppliers must comply with local laws, regulations and standards regarding the minimum employment age.

Suppliers (i) can hire Young Persons when allowed by local law and should adopt proactive policies and measures to not permit Young Persons to work overtime, at night or in hazardous conditions; and (ii) must address any direct or indirect incidences of Child working in a manner that puts the best interests of the Child first and enables any such Child to attend school and remain in quality education until he or she is no longer a "Child."

For this purpose:

<sup>10</sup> <https://www.ethicaltrade.org/eti-base-code>

<sup>11</sup> Examples of living wage benchmarks include: <https://wageindicator.org/>

# natura

**“Child”** means any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If, however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

**“Young Person”** means any worker over the age of a Child as defined above and under the age of 18.

**“Child Labour”** means any work by a Child or Young Person younger than the ages specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the Child’s or Young Person’s education, or to be harmful to the Child’s or Young Person’s health or physical, mental, spiritual, moral or social development.

## **Working Hours**

Working hours, regular and overtime, must comply with all applicable local laws, regulations, valid collective agreements and Code provisions, whichever affords the greater protection for Workers. Suppliers will not require Workers to work excessive hours and any overtime will be on a voluntary basis, paid in accordance to applicable laws and voluntary agreements and compensated at a premium rate.<sup>12</sup>

## **Harassment and Abuse**

Suppliers must treat Workers equally, with dignity and respect at all times. As such, Suppliers must not allow Workers to be subjected to any form of intimidation, physical abuse or discipline, any form of bullying or harassment, including but not limited to, sexual, physical and verbal harassment, gender-based violence or any other form of intimidation.

## **Prejudice and Discrimination**

Suppliers must not tolerate any form of discrimination in hiring, compensating, training, promoting or termination based on race, caste, nationality, religion, age, retirement, disability, gender, marital status, sexual orientation, health condition, pregnancy, union membership or political affiliation.

Suppliers must be committed to promote non-discrimination and gender equity, by treating all Workers in a fair manner during work, respecting and supporting human rights in order to ensure an environment free of discrimination and with equal opportunities. Particular attention must be paid to those most vulnerable to discrimination, including but not limited to migrants, women, temporary and legal young workers.

## **Grievance and Remediation**

Suppliers must provide effective, accessible and confidential systems for Workers to raise and resolve workplace concerns or grievances without fear of intimidation or retaliation. Workers should be made aware of the type of remediation they should expect – depending on the grievance raised.

## **Health and Safety Conditions**

Suppliers must ensure their Workers a safe and hygienic working environment. To this end, Suppliers must adopt proactive measures to ensure such conditions and to prevent accidents, injuries and occupational illnesses occurring in the course of work. Such measures include, but are not limited to, carrying out regular and recorded health, fire and safety training, having in place waste and chemical management, making available adequate personal protection equipment, conducting regular inspections of premises to ensure they are structurally sound, meet legal building regulations and do not pose a fire or other safety hazards, and ensure access to clean toilets and drinkable water and to medical facilities. Accommodation, where provided, must be clean, safe, and meet the basic needs of the Workers.

## **Freedom of Association and Labour Unions**

Suppliers must comply with all applicable local laws, regulations and standards related to freedom of association and participation in labour unions. Suppliers must adopt an open attitude towards the activities of trade unions and make it possible for their Workers to choose their own representatives, carry out their representative functions, constitute and join unions, as well as to bargain collectively, without discrimination, harassment, intimidation or fear of retaliation.

<sup>12</sup> \*International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers’ wages as hours are reduced



Where the right to freedom of association and collective bargaining is restricted under law, Suppliers are encouraged to facilitate, and not hinder, the development of parallel means for independent and free association and bargaining.

## **SUSTAINABILITY**

Suppliers must comply with the Natura business, human rights, and sustainability policies.

The following requirements represent the minimum environmental practices and standards which Natura expects Suppliers to meet:

### **Environment**

Suppliers must be compliant with all applicable local, national and international environmental laws and regulations and will seek to meet local and/or international standards where these are more demanding than applicable laws and regulations. Suppliers must hold all local, national and international permits required to operate, while also reducing environmental impact proactively.

Natura strongly encourages Suppliers to adopt and embed proactive measures in their operations and supply chain to eliminate their NEGATIVE impacts and achieve POSITIVE impact on the environment, including the climate, forests, other biodiversity and natural ecosystems, animals, as well as on human habitat and built environment. To align with Natura's Commitment to Life, Suppliers should consider actions such as but not limited to:

1. Setting Science Based Targets.
2. Improvement of energy efficiency and use of renewable energy.
3. Implementing responsible agriculture practices, including regenerative farming.
4. Implement measures to reduce embodied carbon of raw materials and finished goods.

Other examples of positive impact measures include implementing practices to reduce solid, industrial and chemical waste, reduce energy, material and water consumption, reduce the impact in packaging and in the transportation of finished goods and the treatment of wastewater, as well as exploring and setting up reuse and recycling policies and systems.

Suppliers are expected to operate in an environmental responsible manner and to align with the principles in Natura's Commitment to Life by participating in sustainability initiatives, including provision of data to help Natura map our environmental footprint, co-creating solutions to reduce the carbon footprint, and other focuses on key environmental areas when invited.

### **Critical Materials**

Natura has a commitment to full traceability and/or certification of 6 critical material supply chains by 2025 – palm, paper, cotton, ethanol, mica and soya. Suppliers of finished goods, raw ingredients or other products that contain critical materials must provide accurate traceability and certification information to Natura on request and comply with the requirements of the applicable third-party certification standards for critical materials in their own operations and supply chains.

### **Animal Testing**

Natura does not believe animal testing is necessary for cosmetic purposes.

The Supplier will ensure that all goods (i.e., finished products) and ingredients, whether manufactured and/or developed by Supplier or any of its suppliers or sub-contractors, are not tested on animals for purposes of supporting their use in cosmetics, in line with and subject to the requirements set out by Cruelty Free International.

We encourage our Suppliers to invest in and adopt New Approach Methodologies (NAMs) which do not use animals.

### **Access and Benefit Sharing**

Suppliers are encouraged in the fair and equitable sharing of benefits arising from the use of genetic resources in their activities that derive from on indigenous or traditional knowledge. When applicable, Suppliers will ensure that relevant registrations and agreements are in place and that people or communities who hold such knowledge receive benefits to which they are entitled by law.



### **Conflict Minerals**

We support ending the violence and human rights violations in the Democratic Republic of Congo and adjoining countries, which is supported, in part, by financing from trade in certain “conflict minerals,” which include cassiterite, columbite-tantalite (coltan), gold and wolframite and their derivatives, tin, tantalum, and tungsten. In line with this goal and in compliance with the U.S. Securities and Exchange Commission (“SEC”) disclosure requirements regarding conflict minerals, we are:

- Strengthening our due diligence capabilities and processes to identify the source of minerals used in company products
- Committed to improving over time our ability to track and trace conflict minerals in our supply chain

We don’t typically source any minerals, including conflict minerals, directly from mines, smelters or refiners and are several layers removed from these market activities. As such, we rely upon the cooperation of our Suppliers in the implementation of our supply chain enhancements and in meeting our SEC disclosure obligations. We require targeted Suppliers to provide us with information relating to the potential use and source of conflict minerals in products they provide to us. If applicable, Suppliers must establish their own policies and procedures relating to conflict minerals and make them available to us upon request.

### **ETHICS AND INTEGRITY**

Suppliers must conduct their business with transparency, integrity and commitment to the highest standards and practices of ethical conduct.

Suppliers must comply with all applicable local and international laws, regulations and standards.

The following requirements represent the minimum practices and standards which Natura expects Suppliers to meet:

#### **Accounting Journals & Records**

Suppliers are expected to have procedures and internal controls in place to ensure that all assets, liabilities, transactions and other activities with actual or potential financial impact are recorded timely and in reasonable detail, as well as accurately and fairly reflected in their accounting journals, records and accounts. All accounting records must be kept in accordance with locally applicable statutory accounting standards.

#### **Compliance with Anti-Corruption Laws**

Natura has zero tolerance policy towards any form of public and private corruption including bribery, embezzlement, extortion and facilitation payments.

Suppliers must comply with all applicable local and international laws, regulations and standards related to anticorruption matters, including, but not limited to, the Brazilian Clean Company Act, the U.K. Bribery Act, and the U.S. Foreign Corrupt Practices Act.

Suppliers must not offer or accept bribes or other improper payments, to or from any public officials, private entities or individuals, with the aim to obtain undue or improper advantages, and will have suitable policies, processes and procedures in place to prevent such behaviour in their businesses.

Suppliers agree that should they learn of or suspect any act or circumstance in connection with performance of the agreement with Natura that may constitute improper conduct they will promptly advise Natura of such knowledge or suspicion.

Suppliers will record and report information accurately and honestly and will not hide, fail to record, or make false entries. Natura shall be allowed reasonable access to the Supplier’s books and records in connection with services performed on Natura’s behalf. Natura may use third parties, such as audit firms, to assist with an audit.

For more information, please consult Natura’s Group Anti-Corruption policy.



### **Compliance with Anti-Money Laundering Laws**

Suppliers will comply with all applicable local and international anti-money laundering laws, regulations and standards. As such, Suppliers are expected to have adequate procedures in place to mitigate the risk of money laundering activities, and to identify and deter any potentially related irregularities.

### **Compliance with Economic or Trade Sanctions Laws**

Suppliers will strictly comply with all applicable trade and economic sanctions laws, including applicable import and export control laws, and laws that restrict dealings with entities and individuals located in countries subject to trade embargoes or economic sanctions. Suppliers will not source products or materials for Natura from countries that are subject to comprehensive trade or economic sanctions.

For more information, please consult Natura's Group Trade Sanctions Policy.

### **Lawful Competition**

Suppliers will comply with all applicable local and international trade and antitrust laws, regulations and standards. Suppliers will not engage in price fixing, collusive bidding, passing off, unfair competition, or in any other unlawful activities or unfair or unethical business practices.

### **Land and Real Estate Rights**

Suppliers shall acquire land and real estate with the free, prior and informed consent of all communities, when applicable. Suppliers shall respect the rights of communities and indigenous people to maintain traditional access to land and resources.

Natura encourages Suppliers to work closely with local communities to implement projects and strategies that improve the community and its productive activities. Suppliers shall show responsibility to the local communities in which they operate by conducting business in a way that builds good relations and achieves a positive impact.

### **Gifts, Presents and Other Offers**

Gifts, presents and other offers between Natura and Suppliers, such as any form of entertainment or hospitality, have to be kept reasonable, have a legitimate business purpose and comply with Natura's company policies. Under no circumstances should such offers intend to or appear to influence any kind of decision-making.

Suppliers, or their agents, will not give gifts, presents or make any other type of offers on behalf of Natura, including to public officials, public entities or political parties. Any donations or sponsorships on Natura's behalf, with the intention of obtaining improper advantages or benefits, are also forbidden.

For more information, please consult Natura's Group Anti-Corruption policy.

## **RELATIONSHIP WITH NATURA**

### **Quality, Compliance & Service**

Suppliers must ensure that adequate processes are in place to deliver products and services compliant with quality, safety and other standards required by national and international laws and regulations, as well as with specifications and other contractual obligations with Natura. Suppliers must have adequate processes and procedures in place to ensure products and services are met to the mutually agreed lead times without compromising Worker health or safety.

### **Conflicts of Interest**

Suppliers must report situations (known or reasonably expected to be known) including, but not limited to, the existence of any family relationship between Relevant Employees of Natura and Supplier as defined below, any ownership or financial interest by one of its Relevant Employees in the Supplier and if the Supplier or a Relevant Employee of Supplier has any ownership in one of Natura's entities and/or our competitors.

Suppliers must immediately report any new conflict of interest arising during a commercial arrangement, as well as any improper advantage obtained directly or indirectly as a consequence of a conflicting relationship with Natura.

For this purpose, "Relevant Employee" includes any director, officer, employee, agent, or consultant, who has a role in making, or in contributing to the making of commercial or other agreements that may have an impact in the relationship between Supplier and Natura, or in Natura's standing in the market.





### **Subcontracting and Responsible Sourcing**

Natura expects Suppliers to proceed with due diligence in selecting their own suppliers and subcontractors to ensure responsible sourcing standards are enforced throughout the supply chain. In particular, Suppliers shall not source raw materials or components from organizations or individuals linked with illegal activities, human rights abuses, environmental damage or terrorism. Suppliers will communicate the principles of this document to their suppliers and subcontractors. Suppliers will incorporate the principles of this Code within their own supplier arrangements and have procedures in place to ensure that the requirements of this Code, including the commitments related to employment practices, sustainability, ethics and integrity, quality and compliance apply to the whole supply chain under their responsibility, including sub-suppliers, sub-contractors and temporary labour agencies.

Suppliers will not subcontract the manufacturing of products or the provision of services without Natura's prior written consent.

### **Agency / Indirect Workers**

Suppliers should have the appropriate due diligence processes in place to safeguard agency and indirect Workers on site and in accordance with local law (including in relation to their working conditions, health and safety provision, pay and benefits, non-discrimination, accommodation and access to grievance mechanisms). Recruitment fees should not be borne by the Worker in order to secure a job.

### **Preservation and Proper use of Natura Assets and Resources**

Suppliers will train and monitor their Workers in regard to the proper use of Natura's assets and resources, whether material or intellectual. The use of any material with Natura's logo will be restricted to the purpose defined in the agreement between Natura and the Supplier. The same condition applies to Natura's electronic systems and devices, which will not be used for games, the exchange of illegal content, or any other improper purpose.

### **Natura's Brand and Intellectual Property**

Suppliers will comply with all applicable local and international laws, regulations and standards related to intellectual propriety rights regarding Natura's brands, trademarks, copyrights, patents and industrial designs, the use of confidential and privileged information. As such, Suppliers have to have adequate procedures in place to mitigate the risk and identify/deter potential violations related to these matters.

To ensure the consistency of Natura's brand and the confidentiality of strategic information, Suppliers will not publicly associate their business to Natura's brand, applied or registered trademarks, domain names or any other distinctive signs of Natura's ownership, whether through advertisements, marketing campaigns, interviews or through other forms of communication, without a prior written consent from Natura.

### **Natura's Information and Data Protection**

Suppliers acknowledge that Natura considers privacy to be a fundamental human right<sup>13</sup>, and shall have processes and practices in place to secure and protect personal data. Suppliers shall comply with all privacy, data protection, and cybersecurity laws that are applicable to Natura and Supplier and shall not do or omit to do anything which would cause Natura to be in breach of such relevant law.

Supplier shall maintain privacy and security programs in accordance with Natura's Information Security and Data Privacy requirements, which are inclusive of technical and organizational measures to prevent misuse, compromise, loss, alteration or unauthorized disclosure, acquisition of, or access to data, including confidential proprietary or protected information.

To the extent that the Supplier will be processing personal data on behalf of Natura, it will do so only in accordance with Natura's Data Privacy Policy, which will be shared with Suppliers as appropriate. To the extent that the Supplier will be collecting personal data in respect of which we will be a controller or controller independent in common with the Supplier, the Supplier agrees to provide each individual to whom the personal data relates with a Processing Notice and

<sup>13</sup> United Nations (UN) Universal Declaration of Human Rights: [https://www.ohchr.org/EN/UDHR/Documents/UDHR\\_Translations/eng.pdf](https://www.ohchr.org/EN/UDHR/Documents/UDHR_Translations/eng.pdf)



collect data in a lawful manner. Suppliers will not use information accessed or disclosed by Natura for their own benefit or that of third parties without the prior authorization of Natura.

Additionally, Suppliers must adopt personal data protection measures to meet Natura Information Security Policies.

For more information, please consult Natura's Privacy Policy and Information Security Policy.

### **Stakeholder Engagement**

Stakeholder engagement is a vital part of how we do business, working in collaboration with partners. We will engage regularly with stakeholders to understand views on supply chain operations and potential impacts.

Suppliers are also expected to continuously improve their sustainability and stakeholder engagement progress. Natura encourages Suppliers to work closely with local communities to ensure that the rights of the community are respected regarding the environmental and social impacts of the business and implement projects and strategies that improve the community and those who live there.

### **Monitoring and Reporting**

This responsibility will be assigned to a senior level representative of the Supplier who, upon Natura's request, will be expected to conduct a self-evaluation to ensure compliance with this Code, disclose performance data on key indicators to Natura, and ensure that such report is true and accurate.

Suppliers will develop and implement appropriate internal business processes and policies to ensure compliance with applicable law and this Supplier Code of Conduct and shall be able to demonstrate engagement with this Code upon our request.

Suppliers are required to report any situation of non-compliance with this Code, when identified, to Natura in a timely manner and assist Natura in assessing each case. Suppliers will ensure that processes are in place that guarantee their Workers the possibility to raise their concerns in good faith and without fear of retaliation.

Additionally, if a non-compliance situation with this Code is identified by an internal or external audit, assessment, inspection or investigation, Natura may require the Supplier to implement a Corrective Plan or Remediation plan, which may be prepared in collaboration with Natura and should include a reasonable implementation timeline. The Supplier, when part of a Corrective Plan, will carry out its own necessary remediation efforts. If the Supplier fails to meet the terms defined in the Corrective Plan, Natura may curtail or terminate the business relationship.

Natura will have the right to conduct inspections (audits) in Suppliers' facilities and to request relevant records or any other information relevant for assessing compliance with this Code or with the terms defined in the Corrective Plan. Such inspections (a) will be done in a considerate manner; (b) subject to best efforts to avoid material disruption in Supplier's operations; (c) will be at Natura's expense, unless there is a finding of breach, in which case Supplier will pay cost; (d) will not require the Supplier to hand over confidential information relating to competitors of Natura, that is not relevant to the purpose of the inspection; and (e) be carried out by individuals, employees or agents of Natura, who do not have a conflict of interest with Supplier. Inspections will be either routine or non-routine. Routine inspections will be: (i) subject to 30 days' prior written notice; (ii) limited to once annually; (iii) be during business hours. Natura may conduct unannounced non-routine inspections at any time (albeit subject to preceding point [a] to [e], but not subject to preceding points [i] to [iii]) if it has a reasonable serious concern, based on prima facie credible intelligence, pertaining to suspected or reported violations of law or of this Code, where given the nature of such concern it would be inappropriate to forewarn the Supplier.

This Code is an addition to any obligations set out in agreements, covenants, representations, warranties or guarantees between the Supplier and Natura.

### **Training related to this Code**

At Natura's discretion, Suppliers will partake in general training related to the principles defined in this Code.

### **NATURA ETHICS LINE**

Suppliers, their Workers and subcontractors are expected to raise their concerns and report, in good faith, any suspected violations of law concerning their relationship with Natura or irregularities related to the principles of this Code to Natura's Ethics Line.



The Ethics Line is run by an independent third party and ensures security and confidentiality of all reports. Natura conducts investigations objectively and independently and ensures that information is only shared on a need-to-know basis to preserve confidentiality. Natura does not permit retaliation of any kind.

Natura may share the outcomes of investigations with Suppliers, when deemed appropriate and in accordance with applicable law.

The Ethics Line information can be found in [Natura's company website<sup>14</sup>](#).

#### **TERMS OF ADHERENCE AND COMMITMENT**

I declare that I have received the Natura Supplier Code of Conduct and that after reading and understanding its contents, I agree to the rules contained in this document and assume the commitment to follow the principles of this Code in my relationship with Natura.

I assume responsibility and commitment to report any behaviour or situation that is contrary to the principles established in this Code to my Natura professional designated to oversee the contract between the parties and/or Natura's Ethics Line.

At this time, I am unaware of any circumstances that might generate any conflicts with the rules contained in the Natura Supplier Code of Conduct, or any situations that violate it, except those stated below in the appropriate field.

Finally, regarding possible conflicts, I will without undue delay inform of the following:

If Supplier is engaged in the provision of goods or services to companies in the public sector or public agencies;

Any relevant information about any investigation or proceeding, in case Supplier or any of its legal representatives, administrators, consultants, etc. is under investigation or is respondent to any legal action (whether civil, criminal, or regulatory) related to corruption, bribery, fraud, money laundering, breaches of human rights or applicable environmental law or regulation.

Potential or actual conflict of interest as defined in this Code of Conduct:

Any other violations of the Code of Conduct.

Signature and date:

Company name:

Authorised Signatory's name:

Authorised Signatory's position:

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<sup>14</sup> <https://secure.ethicspoint.com/domain/media/en/gui/25063/index.html>