

SLOW

Regenerative Cocoa & Coffee

Supplier Code of Conduct

Standards for Responsible, Regenerative Sourcing Across Our Supply Chain

Our Commitment

At Slow, our sustainability strategy is founded on the premise that responsible business conduct creates value — within our operations, for our cocoa and coffee producers, for our customers, and for the landscapes from which our products originate. This Code sets out the minimum standards we require of every supplier in our supply chain, and the shared ambition that drives us beyond compliance.

Document Code	SUP-POL-02
Document Title	Supplier Code of Conduct
Document Type	Topic Policy (Tier 3)
Tier	Tier 3 — Topic Policies
Version	1.0
Status	Approved
Effective Date	2026
Next Review Date	2029
Owner	Implementation Manager
Approver	Chief Impact Officer (CIO)
Applicable To	All suppliers, traders, intermediaries, and sub-suppliers providing cocoa, coffee, goods, or services to Slow
Standards Alignment	UN Global Compact, ILO Conventions C29, C87, C98, C100, C105, C111, C138, C155, C182, UN Guiding Principles on Business and Human Rights, International Bill of Human Rights, Rainforest Alliance Standard, WBCSD Regenerative Agriculture Framework, SDGs 1, 2, 5, 8, 12, 13, 15, Paris Agreement, EU Deforestation Regulation, OECD Due Diligence Guidance

Related Documents

Code	Document Title	Relationship
SUP-POL-01	Responsible Sourcing Policy	Parent policy. Sets the overarching commitments this Code operationalises.
SUP-POL-03	Third-Party Supplier Pricing Policy	Governs the prices Slow pays to third-party suppliers, including pass-through transparency obligations on intermediaries that this Code makes binding.
SUP-SOP-01	Supplier Due Diligence and Engagement SOP	Operationalises this Code: onboarding, ongoing DD cycle, audit protocol, severity classification, CAP timelines, escalation pathways.

Code	Document Title	Relationship
SUP-FRM-01	Supplier Declaration Form	Supplier's self-assessment of compliance with this Code. Submitted alongside the signed Code at onboarding and resubmitted annually.
SUP-FRM-02	Supplier Risk Scoring Form	Slow's scored assessment of supplier risk profile, used to assign the risk tier that drives audit frequency and DD depth.
SUP-FRM-04	Corrective Action Plan Tracker	Records Corrective Action Plans agreed for any Major or Critical non-conformance under this Code.

1. Preamble and Purpose

Slow is a regenerative coffee and cocoa company committed to building supply chains that restore ecosystems, uplift farming communities, and create enduring commercial value. Our business model rests on the conviction that responsible sourcing is not a compliance exercise but a value creation mechanism: for smallholder farmers, for consumers, and for the landscapes from which our products originate.

This Supplier Code of Conduct sets out the minimum social, environmental, ethical, and economic standards that every entity in Slow's supply chain must meet. The Code applies to all tiers of supply: direct suppliers, traders, cooperatives, processing facilities, logistics partners, and any sub-suppliers engaged in the production, processing, or transport of cocoa, coffee, or related inputs.

By accepting this Code, the supplier accepts a duty of diligence: to assess actual and potential adverse impacts of its business activities; to identify where in the supply chain the most significant risks may occur; and to take preventive or remedial action. Suppliers commit to ensuring that the products and services they supply to Slow are not tainted by violations of these standards at any tier.

2. Scope and Application

This Code applies to every individual, entity, cooperative, trader, and organisation that supplies cocoa, coffee, raw materials, packaging, logistics, or any other product or service to Slow, regardless of geographic location.

Suppliers are responsible for communicating the requirements of this Code to their own sub-suppliers and for monitoring compliance throughout their supply chain.

Where national or local law sets a higher standard than this Code, the higher standard prevails. Where this Code sets a higher standard than local law, suppliers meet the standard of this Code.

For smallholder farmer groups, cooperatives, and community-based organisations, Slow recognises the need for progressive realisation. Slow will work collaboratively with these partners to build capacity, but the principles governing human rights, labour, environment, and ethical conduct remain non-negotiable in their intent.

3. Human Rights

3.1 Foundational Commitment

The supplier commits to respecting human rights as set out in the International Bill of Human Rights in its operations and across its supply chain, consistent with the UN Guiding Principles on Business and Human Rights.

3.2 Human Rights Due Diligence

The supplier implements a human rights due diligence process proportionate to its size and the nature of its operations, covering:

- Identifying and assessing actual and potential human rights impacts associated with operations and supply relationships.
- Integrating findings into internal processes and taking appropriate preventive or remedial action.
- Tracking the effectiveness of responses and adjusting as needed.
- Communicating how impacts are being addressed to affected stakeholders.

3.3 Vulnerable Populations

The supplier pays particular attention to the rights and wellbeing of vulnerable groups, including women, children, indigenous peoples, migrant workers, and persons with disabilities.

4. Labour Standards

4.1 Freedom of Association and Collective Bargaining

The supplier respects the right of workers to form and join unions in a free and democratic way; does not discriminate against workers because of trade union membership; respects workers' right to bargain collectively; and does not prevent workers' representatives from having access to workers in the workplace. Where the right to freedom of association is legally restricted, the supplier facilitates parallel means for independent and free association. (ILO C87, C98; UNGC Principle 3)

4.2 Non-Discrimination and Equal Opportunity

The supplier does not discriminate, exclude, or show preference on the basis of gender, age, religion, race, caste, birth, social background, disability, ethnic or national origin, nationality, trade union membership, political affiliation, sexual orientation, family responsibilities, marital status, or any other condition. Workers are not harassed or disciplined on any of these grounds. The supplier is encouraged to adopt proactive measures to promote gender equity, particularly in cocoa and coffee farming communities. (ILO C100, C111; UNGC Principles 1, 6)

4.3 Fair Remuneration

The supplier complies, as a minimum, with wages mandated by government legislation or industry standards approved through collective bargaining, whichever is higher. Beyond minimum compliance, Slow encourages suppliers to:

- Work toward living wage benchmarks (Anker methodology or equivalent regional references) for all workers.
- Ensure that farmgate prices paid to smallholder farmers cover the cost of sustainable production and provide a margin for household investment.

- Provide written payslips to all workers detailing gross pay, deductions, and net pay.

Where the supplier is an intermediary sourcing from smallholders on Slow's behalf, the supplier must additionally comply with the pricing, pass-through transparency, and contract documentation requirements of SUP-POL-03 Third-Party Supplier Pricing Policy. This includes disclosing the farm-gate price actually paid to smallholders, demonstrating per-transaction pass-through of any Organic or Agroforestry Differential paid by Slow, and itemising any deductible intermediary costs on request.

4.4 Decent Working Hours

The supplier complies with applicable national laws and ILO standards. Overtime is exceptional, voluntary, and compensated at the legally required premium. Workers receive rest breaks in every working day and at least one day off every seven days.

4.5 Occupational Health and Safety

The supplier complies with OHS regulations and decent work standards (ILO C155). Specific requirements:

- Risk assessments conducted for all workplaces, with particular attention to agrochemical handling, processing equipment, and heat exposure.
- Appropriate personal protective equipment (PPE) provided at no cost to workers.
- Access to clean drinking water, sanitary facilities, and first aid on all sites.
- Training on safe agrochemical use, including Integrated Pest Management approaches.

4.6 No Child Labour

The supplier does not employ, directly or indirectly, any person below the minimum working age (not less than 15 years, per ILO C138). Additional requirements:

- No person under 18 is engaged in hazardous work, including handling agrochemicals, operating heavy machinery, carrying heavy loads, working at heights, and working at night.
- The supplier implements a Child Labour Monitoring and Remediation System (CLMRS) or equivalent, proportionate to its scale.
- Where child labour is identified, the supplier prioritises remediation over punitive disengagement.
- The supplier distinguishes between prohibited child labour and age-appropriate light work that does not interfere with schooling, per ILO C138.

4.7 Protection of Young Workers

Where young workers (aged 15 to 17) are employed, the supplier ensures that their work does not jeopardise their health, safety, or moral development; working hours do not interfere with school attendance; and the combined daily total of transportation time, school time, and work time does not exceed 10 hours.

4.8 No Bonded or Forced Labour

The supplier does not engage in any form of servitude, forced, bonded, indentured, trafficked, or non-voluntary labour. (ILO C29, C105; UNGC Principle 4) Specific prohibitions:

- Workers are not required to make deposits or surrender original identification documents to their employer.
- Workers are allowed to freely terminate their employment upon reasonable notice, without penalty.

- Workers are not subject to inhumane or degrading treatment, corporal punishment, mental or physical coercion, or verbal abuse.
- The supplier does not benefit from the use of forced labour by its sub-suppliers.

4.9 Rights of Women in Agricultural Supply Chains

The supplier ensures equal pay for work of equal value; provides safe working conditions for pregnant and nursing workers; implements policies to prevent and address sexual harassment and gender-based violence; and promotes women's access to training, leadership roles, and economic resources within cooperatives and farming organisations.

5. Land Rights and Community Engagement

The supplier respects the land rights of local communities, including customary and collective land tenure systems.

The supplier does not participate in or benefit from land grabbing. Any acquisition of land or changes in land use is based on the Free, Prior, and Informed Consent (FPIC) of affected communities.

The supplier engages with local communities in a transparent and culturally appropriate manner regarding any activities that may affect their livelihoods, health, or environment.

6. Environmental Stewardship and Regenerative Agriculture

Slow's environmental requirements go beyond 'do no harm.' They are designed to align with the WBCSD Global Framework for Regenerative Agriculture and its 11 cross-sectoral outcomes, aligned with planetary boundaries and the UN SDGs.

6.1 Precautionary Approach

The supplier demonstrates an understanding of the environmental risks and impacts associated with its operations and has a policy or programme to mitigate these risks that it can demonstrate in implementation. (UNGC Principle 7)

6.2 Environmental Compliance and Ambition

The supplier complies with applicable environmental laws and regulations. In the long term, the supplier establishes a sustainable production programme with clear performance objectives to take the organisation beyond compliance. (UNGC Principle 8)

6.3 No Deforestation and No Conversion of Natural Ecosystems

This is a foundational, non-negotiable requirement. Deforestation is incompatible with supply to Slow.

- The supplier does not engage in or is not complicit in deforestation or conversion of natural ecosystems, including primary forests, secondary forests with high conservation value, peatlands, wetlands, and grasslands, for cocoa or coffee production or any related activity.
- A cutoff date of 31 December 2020 applies. Any production area converted from natural ecosystems after this date is ineligible for supply to Slow, consistent with EUDR obligations.

- The supplier maintains and, where possible, restores buffer zones adjacent to waterways, protected areas, and high conservation value areas.
- The supplier is able to provide traceability data demonstrating geographic origin to at minimum the farm group or cooperative level, with progressive requirements toward individual farm or plot-level traceability.

6.4 Climate: GHG Emissions and Carbon Sequestration

The supplier measures or estimates greenhouse gas emissions associated with its operations where feasible and proportionate.

The supplier adopts practices that reduce emissions and increase carbon sequestration, such as agroforestry, shade tree planting, cover cropping, composting, and reduced tillage.

6.5 Soil Health

The supplier adopts practices that maintain and improve soil health, including organic matter management, erosion control, crop rotation or intercropping, and minimal soil disturbance.

6.6 Water Stewardship

The supplier minimises water pollution from agrochemical runoff, processing effluents, and waste discharge.

Wet processing facilities for coffee implement wastewater treatment or recycling systems.

6.7 Biodiversity and Ecological Integrity

The supplier protects and enhances biodiversity on and around production areas, including maintenance of shade trees, hedgerows, riparian vegetation, and habitat corridors.

Cultivated biodiversity is promoted through diverse shade tree species, intercropping, and preservation of local and indigenous crop varieties.

6.8 Integrated Pest Management and Reduced Pesticide Risk

Integrated Pest Management (IPM) is the primary strategy for pest and disease control.

Pesticides listed in the Rotterdam Convention (PIC), the Stockholm Convention (POPs), or the Montreal Protocol are prohibited without exception.

The use of WHO Class Ia, Ib, and II pesticides is progressively reduced and ultimately eliminated.

The supplier maintains records of all agrochemical applications: product name, active ingredient, application rate, date, and target pest.

6.9 Waste Management

The supplier minimises waste generation and manages waste responsibly through reduction, reuse, recycling, and safe disposal.

Agricultural waste such as cocoa pod husks and coffee pulp is composted or otherwise valorised wherever feasible.

Hazardous waste is collected, stored, and disposed of in accordance with national regulations and manufacturer guidelines.

7. Ethical Business Conduct

7.1 Anti-Corruption

The supplier does not practise or tolerate any form of corruption, extortion, or embezzlement, nor offers or accepts bribes or other unlawful incentives. No personal benefit may result from the business relationship beyond the agreed commercial terms. (UNGC Principle 10)

7.2 Confidentiality

The supplier respects, safeguards, and makes only appropriate use of any confidential information shared in the course of the business relationship.

7.3 Transparency and Accurate Reporting

The supplier reports any incidents, risks, and issues that deviate from this Code to Slow promptly.

The supplier maintains accurate records and documentation related to its operations.

The supplier does not engage in document falsification or misrepresentation of product origin, quality, or certification status.

7.4 Fair Competition

The supplier conducts its business in accordance with applicable competition laws and does not participate in price-fixing, bid-rigging, market allocation, or other anti-competitive practices.

7.5 Responsible Tax Practices

The supplier complies with applicable tax laws in all jurisdictions in which it operates and does not engage in aggressive tax avoidance schemes that undermine public revenues in producing countries.

8. Management Systems and Continuous Improvement

8.1 Policy and Commitment

The supplier adopts a written policy — proportionate to its size and complexity — that reflects the principles of this Code and communicates them to all workers, managers, and relevant stakeholders.

8.2 Grievance Mechanism

The supplier establishes or participates in an accessible, transparent, and effective grievance mechanism through which workers, community members, and other affected stakeholders can raise concerns without fear of retaliation. Slow operates two parallel channels: ethics@slowforest.com for grievances, ethics concerns, and whistleblower reports; and

sourcing@slowforest.com for completed Declaration Forms (SUP-FRM-01) and routine supplier correspondence.

8.3 Training and Capacity Building

The supplier provides regular training to workers and management on the requirements of this Code, including: labour rights, occupational health and safety, child labour prevention, agrochemical safety, and environmental management.

8.4 Monitoring and Self-Assessment

The supplier conducts periodic self-assessments of its compliance with this Code and cooperates with Slow or its designated third-party auditors in conducting assessments, inspections, or audits. Slow reserves the right to conduct announced and unannounced visits.

8.5 Corrective Action

Where non-compliance is identified, the supplier develops and implements a corrective action plan with clear timelines. Slow’s approach is remediation-first: we prioritise working with suppliers to address root causes rather than immediate disengagement, except in cases of severe, systemic, or repeated violations that the supplier refuses to address.

8.6 Cascading Requirements

The supplier communicates the principles of this Code to its own sub-suppliers and takes reasonable steps to monitor their compliance. The supplier bears responsibility for ensuring that the products and services it supplies to Slow are not tainted by violations of these standards at any tier.

9. Compliance, Monitoring, and Consequences

Compliance with this Code is a condition of doing business with Slow.

Slow assesses supplier compliance through: self-assessment questionnaires (SUP-FRM-01 Supplier Declaration Form, completed annually); documentation reviews; on-site audits conducted by Slow or designated third parties; third-party certification verification; satellite monitoring of deforestation commitments where applicable; and worker interviews where appropriate. The full assessment, audit, and remediation procedure is set out in SUP-SOP-01 Supplier Due Diligence and Engagement SOP, which all suppliers may request from their Slow contact.

Suppliers holding recognised third-party certifications such as Rainforest Alliance may be considered to have demonstrated partial compliance with certain provisions, subject to Slow’s assessment.

In cases of non-compliance, Slow applies a tiered response:

Severity	Examples	Slow’s Response
Minor Non-Conformity	Missing documentation, incomplete OHS records, PPE gaps	Corrective action plan agreed and closed within 90 days. Slow provides guidance and support.

Severity	Examples	Slow's Response
Major Non-Conformity	Systematic discrimination, inadequate CLMRS, significant deforestation risk	Watch list placement; Corrective Action Plan agreed within 14 days with progress milestones reviewed at 60 and 90 days.
Critical Violation	Confirmed child labour in hazardous conditions, forced labour, deforestation of primary forest post-2020	Immediate suspension of sourcing pending investigation. Termination if violation is confirmed and no credible remediation pathway exists.

Recurring findings. A finding of the same classification identified in two consecutive audits is automatically escalated by one severity level. The Chief Impact Officer reviews the continued sourcing relationship for any recurring Major finding.

Procedural reference. The detailed audit and remediation procedure, including audit scope, finding classification criteria, escalation pathways, and CIO/CEO decision rights, is set out in SUP-SOP-01 Supplier Due Diligence and Engagement SOP. All Corrective Action Plans agreed under this Section 9 are recorded and tracked in SUP-FRM-04 Corrective Action Plan Tracker.

Suppliers can be held legally responsible in case of a breach of Slow's Code of Conduct.

10. Code Acceptance and Signature

Supplier Representative	For and On Behalf of Slow
Organisation: _____ Name: _____ Title: _____ Signature: _____ Date: _____	Name: _____ Title: _____ Signature: _____ Date: _____ Email: _____

Revision History

Version	Date	Author	Description of Changes
1.0	2026	Implementation Manager	Initial release as Tier 3 Supplier Code of Conduct within the Impact Management System. Based on and supersedes the Slow Supplier Code of Conduct v2.0 (March 2026).

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