

# EUDR MANUAL



SUCAFINA





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Sucafina Group  
Geneva, Switzerland

## Company Manual

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### EUDR MANUAL

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	All SUCAFINA employees dealing with EUDR compliant product	
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# 1. Introduction

The European Union Deforestation Regulation (EUDR) 2023/1115 (from here on referenced as EUDR) requires any company importing or exporting green/roasted coffee and derivatives into/from the EU to prove that the products are deforestation free (EUDR cut-off date for deforestation is **December 31<sup>st</sup>, 2020**), were produced in accordance with relevant environmental and labor legislation and are covered by a due diligence statement.

EUDR has strict requirements and the penalties for non-compliance for companies can reach up to 4% of EUDR-based net turnover.

As part of our commitment to sustainable sourcing and legal compliance, the EUDR manual outlines the necessary processes to ensure that our operations, as well as those of our suppliers and partners, meet EUDR standards. This manual is a comprehensive resource for all employees, clarifying roles and responsibilities to ensure compliance. Key areas covered include due diligence for deforestation and legality, traceability measures, risk management, and reporting procedures. By following these guidelines, Sucafina will meet legal requirements and uphold our broader environmental and social commitments.

This manual covers the Sucafina group. The corporate structure is consolidated under a single entity – Sucafina Holding S.A., a privately owned company headquartered in Luxembourg and operates through these entities:

- Sucafina SA (main trading arm of the group, based in Geneva).
- Sucafina NA (trading green coffee, including specialty, to North American roasters).
- Sucafina HK, Sucafina Australia and Sucafina NZ (sales in Asia and Oceania).
- Sucafina Ingredients SA (instant coffee trading).
- Sucafina NV (European specialty coffee merchandising division of Sucafina).
- Beyers Koffie (the largest coffee roaster in Belgium)
- Sucafina UK Limited (green and soluble coffee trading in the UK market).
- TB Brown (developing, sourcing, blending and packing of private label instant coffee products for B2B customers).
- Sustainable Harvest (US-based specialty coffee importer and a certified B-Corp).

This manual will be updated regularly to reflect changes in the regulatory environment and Sucafina's continuous efforts to improve sustainability practices.

## 1.1 EUDR Implementation

Across global operations there are various roles and responsibilities to coordinate efforts across sustainability, logistics, trading and quality teams to ensure cross-departmental compliance with EUDR.

Title	Roles and Responsibilities
<b>EUDR Coordinators</b>	<ul style="list-style-type: none"> <li>• Main contact point for EUDR related matters at origin</li> <li>• Lead EUDR Origin Execution in respective country</li> <li>• Manage volume overview of EUDR-aligned products &amp; inform about below threshold</li> <li>• Send geodata to Traffic Leaders to generate DDS</li> </ul>
<b>EUDR Traffic Leaders</b>	<ul style="list-style-type: none"> <li>• Manage logistics and client contact/relationships related to EUDR compliance.</li> <li>• Create DDS.</li> <li>• Match purchase and sales contract based on EUDR</li> <li>• Update relevant teams on upcoming EUDR shipments.</li> </ul>
<b>Origin Execution Team</b>	<ul style="list-style-type: none"> <li>• Coordinate geodata collection and ground truthing survey data collection.</li> </ul>
<b>Geodata Team</b>	<ul style="list-style-type: none"> <li>• Analyze geodata points and upload them onto the EUDR dashboard.</li> <li>• Coordinate with the Origin Execution Team to follow up on identified geodata challenges.</li> </ul>
<b>Sustainability Compliance Team</b>	<ul style="list-style-type: none"> <li>• Oversee global EUDR compliance and ensuring alignment with strategy.</li> <li>• Analyze ground truthing survey data results</li> <li>• Review evidence around dispute management, exceptions.</li> </ul>
<b>Client Team</b>	<ul style="list-style-type: none"> <li>• Upload the DDS and geodata file to the client and/or EU TRACES platform.</li> </ul>

Please see here the country contact list: [Contact List Who to reach out to for EUDR.xlsx](#)

## 2. EUDR Articles 4 and 5 – Obligations of Operators and Traders

Under Articles 4 and 5 of the EU Deforestation Regulation (EUDR), operators placing coffee on the EU market or exporting from it are required to conduct and document full due diligence to ensure products are deforestation-free and legally produced. Sucafina’s obligations under these articles depend on its role in the transaction, which is determined by the agreed Incoterms. See section 5.1.2 for more information.

Where Sucafina acts as the importer into the EU (e.g., under DDP terms), it assumes full operator responsibility and must conduct all due diligence steps, including risk assessment and mitigation, prior to placing the coffee on the market.

Conversely, where Sucafina supplies coffee under terms where the buyer acts as the importer (e.g., under FOB terms), Sucafina is considered a supplier and will maintain and provide accurate traceability and due diligence information to enable the buyer of EUDR-coffees to meet its operator obligations. There may be cases where Sucafina buys already imported coffee. In this case, Sucafina will act as Trader.

Regardless of the role, Sucafina commits to maintaining a robust Due Diligence System and transparent information sharing with clients that buy EUDR-compliant coffee to ensure compliance across the supply chain.

### 3. EUDR Article 8 – Due Diligence

EUDR Article 8 establishes the legal obligation for operators to exercise due diligence before placing relevant products (such as coffee) on the EU market or exporting them.

Due diligence is further detailed in three interrelated articles:

- Article 9 – Information Requirements: What data and documentation must be collected
- Article 10 – Risk Assessment: How to evaluate whether non-negligible risk exists
- Article 11 – Risk Mitigation: What actions must be taken to reduce risk to a negligible level

These components form the operational backbone of our EUDR compliance system and are treated as interconnected steps, not standalone tasks. This manual reflects that sequence—starting with the information we collect (Article 9), followed by how we assess that information for risk (Article 10), and concluding with how we mitigate risk when identified (Article 11).

Each section outlines not only regulatory requirements but also the internal systems we have developed—or are strengthened to meet those expectations across all origins. Please note that deforestation-specific data and risk analysis, which are part of Articles 9 and 10, are addressed in a separate section.

#### 3.1 Approved Schemes

Some voluntary standards and third-party verified schemes can provide useful information on compliance and risk assessment procedures, particularly with respect to EUDR Articles 9 (Information Requirements), 10 (Risk Assessment), and 11 (Risk Mitigation).

However, EUDR makes it clear that certification or third-party verification alone is not sufficient to demonstrate compliance; companies are still fully responsible for carrying out their own due diligence. EUDR also provides guidance to help operators assess the degree to which schemes can support to meet the requirements of the EUDR.

In May 2024, Sucafina’s Global Certification Manager reviewed four major certification standards (IMPACT, 4C, Rainforest Alliance, and Fairtrade) against EUDR requirements in alignment with the guidance. The analysis showed that all four schemes support EUDR compliance—but again, being certified does not automatically mean the coffee meets all EUDR rules. Sucafina must still carry out its own internal checks and processes to be fully compliant. See Annex 1 for more details on the approved schemes.

## 3.2 Supply Chain Management

To execute EUDR shipments/deliveries, Trading, Logistics, and Sustainability Teams coordinate closely to ensure timely data sharing, contract alignment and EUDR documentation compliance for each shipment. A detailed overview of the processes is outlined in the [‘Documentation of processes, data, and products’](#).

### 3.2.1 Counterparty Due Diligence (Know Your Customer – KYC)

Sucafina maintains a robust Know Your Customer (KYC) framework to assess and manage risks for all counterparties, including suppliers, clients, and brokers. This standard process ensures counterparties are properly verified before engagement and applies to both coffee and non-coffee vendors.

#### Process Overview

1. Request: Business owner initiates a new vendor form in CTRM/SAP.
2. Document Collection:
  - All vendors: Chamber of Commerce registration, VAT, bank details, contacts.
  - Goods handling vendors: Insurance, warehouse GPS, receipts, contracts.
  - Coffee vendors: Financial statements, credit references, UBO info, certifications (if applicable).
3. Committee Review: LMC reviews logistics-related counterparties; MD, LRC, or GRC review others based on exposure.
4. Approval: Routed to the appropriate authority based on contract value and risk.
5. Vendor Code: IMS creates vendor code and applies to limits.
6. Monitoring: SOPs and KPIs guide for periodic reviews.

Additional Steps for Coffee Counterparties (PRO-002):

7. Traders verify book differential and counterparty credit limits.
8. Credit Committee approval required for new counterparties or limits extensions.

#### Integration with EUDR Compliance

For EUDR, Sucafina builds this existing KYC framework with additional due diligence to ensure all coffee suppliers meet legal and deforestation-free requirements. These enhanced activities are implemented and described throughout this manual, ensuring a comprehensive, audit-ready system that mitigates risk across the supply chain.

### 3.3 Traceability and Chain of Custody

The chain-of-custody model for EUDR-coffee is, by default, 'Segregation'. EUDR products that are verified as either IMPACT, Rainforest Alliance, or 4C follow the respective scheme chain of custody models and procedures. No mass balance chain of custody model is accepted.

Sucafina has [chain-of-custody procedures](#) in place to ensure that EUDR products remain separated from non-verified products. EUDR-products are visually segregated from non-verified products at all stages, including transport, storage, and processing. Shipments of verified products cannot exceed the total production (for farms), purchases of verified products, plus the remaining stock balance from the previous year.

Origin teams must conduct a volume overview of EUDR-aligned products. This includes inputs, volumes purchased, in stock and processed, and outputs lost and sold (as applicable). Documentation includes traceability type and percentage (where applicable) when there is a change in legal ownership and/or physical possession of the verified product.

Within Sucafina's internal systems, first-mile traceability is managed through the Farmer Engagement Tool and supply chain traceability is managed through SOL. For third party supply chains, Sucafina assesses if suppliers have traceability systems in place.

## 4. EUDR Article 9 – Information Requirements

Under Article 9, operators must collect, verify, and store specific information to demonstrate that coffee is deforestation-free and legally produced. The information collected is used to generate a Due Diligence Statement (DDS). EUDR requires a DDS to be submitted before placing a product on the EU market.

### 4.1 Creating a DDS

The following sections describe the steps, roles and responsibilities when creating the Due Diligence Statement. The process to generate a DDS is triggered when the contract and shipment information are known. On both the origin and destination side, team members are responsible for collecting and analyzing data. Below sections provide more insights.

Overall, the Trade/Logistics team is responsible for creating the DDS and should note down the contract and/or shipment details, which are necessary for generating a Sucafina DDS statement. These details are:

- Client reference (if any)
- Sucafina contract reference
- Lot number (if any)
- Client name
- Client address

- Free text description of the product (*Coffea arabica* / *Coffea canephora*)
- Production time range
- Origin country
- Region(s)

The next step is to create a DDS file based on the [Sucafina DDS template](#). Parts of the DDS generation are subject to change until the EU Information System (TRACES) is fully operational. Until that time, fields under the Due Diligence Statement (DDS) can be left blank or as “N/A” as this part is to be generated using the information from the EU TRACES.

The detailed process for creating the Due Diligence Statement is outlined in the ‘[Documentation of processes, data, and product](#)’.

#### 4.1.1 Role of Origin Execution Team

When purchase contract is allocated:

1. Trade/Logistics Team shares the purchase contract details with the Origin Execution Team, who is then responsible for checking the availability of geodata and polygons in the internal EUDR dashboard where all geodata is saved.
  - 1) **Direct Supply Chain:**
    - i. If the contract details are allocated to Sucafina’s direct supply chain, then the Origin Execution Team must prepare the geodata files related to the origin of the coffee.
    - ii. If the geodata is not in the EUDR dashboard, then the Origin team is responsible for coordinating geodata collection and sending this to the Geodata team to assess and upload into the EUDR dashboard.
  - 2) **Third-party Supplier:**
    - i. If the contract is allocated to a third-party shipper, the Origin Execution Team should coordinate with the Trader to acquire geodata files from shipper at least 30 days prior to stuffing and send them to the Geodata Team (using the email address: [geodata@sucafina.com](mailto:geodata@sucafina.com)) to assess the data. When the Geodata Team has approved the data, it is uploaded into the EUDR dashboard.
2. All data uploaded into the EUDR dashboard has been approved by the Geodata Team. The Origin Execution team will download the relevant contractual data and send this to the Trade/Logistics teams who then create the [Due Diligence Statement](#) (DDS) with all required fields and sends this together with the geodata files to the Client Team to review.

Important to note:

- 1) If the third-party shipper requires a different timeline, this must be explicitly agreed upon in writing in the contract, and prior confirmation must be obtained from the Risk Team via e-mail [risk@sucafina.com](mailto:risk@sucafina.com) to ensure the proposed clause and timing comply with regulatory requirements.

- 2) Some clients are requesting their own DDS format. Any requests for client-specific DDS requirements should be channeled through the Destination Team via the below PDLs.

<a href="mailto:ClientSupportEU@sucafina.com">ClientSupportEU@sucafina.com</a>	<b>All EU Clients except Italy and Balkans</b>
<a href="mailto:clientSupportItaly@sucafina.com">clientSupportItaly@sucafina.com</a>	<b>Italian Clients</b>
<a href="mailto:clientSupportbalkans@sucafina.com">clientSupportbalkans@sucafina.com</a>	<b>Balkan Clients</b>

#### 4.1.2 Role of the Client/Destination Team

Once the DDS has been received and double-checked:

- If Sucafina is the end-importer, the Client Team is responsible for uploading the DDS and geodata file to the EU TRACES platform (process not yet implemented).
- If the client is the importer, the DDS and geodata files need to be shared with the client, noting that some clients are creating their own platforms.

Incoterms		Responsible for custom clearing	If SOLD with custom-clearing clause
EXW	Ex works	BUYER	SUCAFINA
FCA	Free carrier	BUYER	SUCAFINA
CPT	Carriage paid to	BUYER	SUCAFINA
CIP	Carriage and insurance paid	BUYER	SUCAFINA
CFR	Cost and Freight	BUYER	SUCAFINA
DAP	Delivery at Place	BUYER	SUCAFINA
DDP	Delivery Duty Paid	SUCAFINA	SUCAFINA
FAS	Free alongside ship	BUYER	SUCAFINA
FOB	Free on Board	BUYER	SUCAFINA
CIF	Cost Insurance & freight	BUYER	SUCAFINA

For all the specific information requirements Sucafina aligns with the definitions of European Coffee Federation (ECF)'s EUDR guidance document (section Article 9 – Information requirements). The table below covers the detailed information required under Article 9:

<b>EUDR Article 9 (1)</b>	<b>Coffee specifics for products first placed and made available on the EU market</b>
<b>A) description, including the trade name and type of the relevant products as well;</b>	Harmonized System (HS) Code administered by the World Customs Organization.  As Sucafina only trades Green Coffee, the following is used: <ul style="list-style-type: none"> <li>0901.11 Coffee, not roasted, not decaffeinated</li> </ul>
<b>B) The quantity of the relevant products; for relevant products entering or leaving the market,</b>	This is related to the quantity shipped or loaded that is stated in the contract.

the quantity is to be expressed in kilograms of net mass	
<b>C) The country of production and, where relevant, parts thereof;</b>	Green coffee country of origin as specified in the contract and mentioned on shipping documents.
<b>D) The geolocation of all plots of land where the relevant commodities that the relevant product contains, or has been made using, were produced, as well as the date or time range of production;</b>	<p>Geolocation of all plots of land where the green coffee was produced, stored in GeoJSON format or any format that can be converted to GeoJSON.</p> <p>The date or time range of production will correspond with the harvest season</p> <p>In case the client is the operator, this will be Sucafina.</p>
<b>E) The name, postal address and email address of any business or person from whom they have been supplied with the relevant products;</b>	<p>Company to whom the coffee has been supplied.</p> <p>Example:</p> <p>Identified as Client</p> <ul style="list-style-type: none"> <li>• Client's name</li> <li>• Client's registered address</li> <li>• Client's email address (main contact)</li> </ul>
<b>G) Adequately conclusive and verifiable information that the relevant products are deforestation-free;</b>	This information is compiled once the below processes on deforestation risk assessment (section 6.1 and 6.2) have taken place.
<b>H) Adequately conclusive and verifiable information that the relevant commodities have been produced in accordance with the relevant legislation of the country of production, including any arrangement conferring the right to use the respective area for the purposes of the production of the relevant commodity</b>	<p>This includes demonstrating legal compliance with:</p> <ol style="list-style-type: none"> <li>a) Land use rights</li> <li>b) Environmental protection</li> <li>c) Forest-related rules, including forest management and biodiversity conservation, where directly related to wood harvesting</li> <li>d) Rights of third parties</li> <li>e) Labor rights</li> <li>f) Human rights protected under international law</li> <li>g) The principle of Free, Prior and Informed Consent (FPIC), including as set out in the UN Declaration on the Rights of Indigenous Peoples</li> <li>h) Tax, anti-corruption, trade, and customs regulations</li> </ol>

## 4.2 Legal Compliance

EUDR Article 9 outlines the areas where products must be legally compliant (a–h above). To meet these requirements, we have developed a system that collects, verifies, and stores data to demonstrate that the coffee we source is legally produced, combining supplier engagement, internal tools, and ongoing risk management practices.

Key measures include:

- **[Supplier Code of Conduct \(SCoC\)](#)**: Updated to reflect EUDR requirements, publicly available, and signed by all suppliers. It sets out clear expectations on legal compliance, sustainability, and ethical practices.
- **[Supplier Legality Self-Assessment Survey](#)**: Completed by third-party suppliers before contracting to confirm alignment with the Code of Conduct, and to collect information on compliance with local legislation, EUDR processes and readiness, and supporting methodology documents.
- **Internal Legality Database**: A country-specific reference that consolidates relevant laws, required evidence, and potential non-compliance risks across all origins where we source coffee. This database supports contract review, audit readiness, and helps identify salient and latent legal risks in our supply chains.
- **Farm-Level Validation through IMPACT Verified**: As detailed in Annex 1, IMPACT uses sample-based verification, including annual internal audits and independent third-party audits every three years, to ensure continued compliance and risk management at the farm level.
- **[Speak Up! Grievance Mechanism](#)**: Our anonymous channel is available to all stakeholders, offering a bottom-up safeguard to raise concerns outside of the formal audit processes.
- **Anti-Bribery & Corruption Policy**: An internal procedure that promotes integrity and ethical sourcing practices across all operations.

## 5. EUDR Article 10 – Risk Assessment

Article 10 requires operators to evaluate whether the information obtained reveals any non-negligible risk that products may not comply with the EUDR. The table below summarizes the identified risk areas, the sources of supporting evidence provided by the EUDR Guidance, and the scoring criteria used to classify each country as high, medium, or low risk.

These risks are evaluated annually by the Global Sustainability Risk and Compliance Manager, who reviews the findings with each local team—primarily through the ESMS committees—to ensure accuracy and validation.

Additionally, we have implemented an internal, standardized [risk management toolkit](#) to complement the Article 10 criteria with deeper, context-specific insights. This toolkit includes:

- **Macro-level assessments**: Conducted in 2024 by the Sustainability Risk and Compliance Manager and verified by the local ESMS committees, these assessments cover all origin countries using secondary data on labor, governance, and environmental factors. Each country now has a [summary risk and legality document](#) that can be shared externally upon request. The country-level data is valid for three to five years.
- **Micro-level assessments**: These are ongoing farm-level evaluations that aim to capture localized risks that may not be apparent at the national level. The findings from these micro-assessments will inform our internal compliance checks and risk evaluations, enhancing our ability to mitigate risks at origin. Farm-level assessments should be conducted every two years.
- **Risk management plans**: By integrating the results of both macro and micro assessments, we will develop tailored risk management plans for each country. These plans will align with our existing sustainability strategy and, where applicable, incorporate IMPACT verification, improvement plans, and additional measures.

EUDR Risk Assessment		Source	Scoring criteria
a	the assignment of risk to the relevant country of production in accordance with Article 29	European Commission	n/a
b	the presence of forests in the country of production or parts thereof	<a href="#">FAO Global Forest Resources Assessment</a>	Presence determined by % forest over total country area
c	the presence of indigenous peoples in the country of production or parts thereof	<a href="#">LandMark – Global Platform of Indigenous and Community Lands</a>	Presence determined by % Indigenous Peoples over total country population
d	the consultation and cooperation in good faith with Indigenous peoples in the country of production	Covered in Article 9, legality assessment	
e	the existence of duly reasoned claims by indigenous peoples based on objective and verifiable information regarding the use or ownership of the area used to produce the relevant commodity		
f	prevalence of deforestation or forest degradation in the country of production or parts thereof	<a href="#">FAO Global Forest Resources Assessment</a>	Risk determined by % of forest area changes between 2010 and 2020
g	the source, reliability, validity and links to other available documentation of the information referred to in Article 9(1); geolocation data, time range of production, plot size, deforestation risk assessment, land use rights.	EU Country risk	
h	concerns in relation to the country of production and origin or parts thereof, such as;		
	level of corruption	<a href="#">2023 Corruption Perception Index</a>	Risk determined by index score
	prevalence of document and data falsification, lack of law enforcement	<a href="#">World Governance Indicators</a>	Risk determined by index score
	violations of international human rights	<a href="#">Our World in Data – Human Rights</a>	Risk determined by index score
	armed conflict	<a href="#">RULAC: Rule of Law in Armed Conflicts</a>	Yes/No
	presence of sanctions imposed by the UN Security Council or the Council of the EU	<a href="#">European Commission - Sanctions Map</a>	Yes/No

i	complexity of the relevant supply chain and the stage of processing of the relevant products, in particular difficulties in connecting relevant products to the plot of land where the relevant commodities were produced	Internal data: traceability in purchasing channels + farmer dispersion	EUDR Guide questions + risk toolkit formulas; Score closest to 1 = Low Risk
j	the risk of circumvention of this Regulation or of mixing with relevant products of unknown origin or produced in areas where deforestation or forest degradation has occurred or is occurring	Internal data: traceability in purchasing channels + certifications (level of control)	EUDR Guide questions + risk toolkit formulas; Score closest to 1 = Low Risk
k	conclusions of the meetings of the Commission expert groups supporting the implementation of this Regulation, as published in the Commission's expert group register	n/a	n/a
l	substantial concerns submitted under Article 31 and information on the history of non-compliance of operators or traders along the relevant supply chain with this Regulation	n/a	n/a
m	any information that would point to a risk that the relevant products are non-compliant	n/a	n/a
n	complementary information on compliance with this Regulation, which may include information supplied by certification or other third-party certified schemes, provided that the information meets the requirements set out in Article 9 of this Regulation.	n/a	n/a

## 5.1 Deforestation Risk Assessments

Sucafina uses the policy outlined below to conduct data analysis. It is important to note that Sucafina also accepts methodology from approved schemes: 4C, Rainforest Alliance, and Cefafé, and reserves the right to conduct its own assessment in addition to those carried out by these schemes (See Annex 1 for more information).

- EUDR is based around the Food and Agriculture Organization’s (FAO) definitions of forests. Deforestation is defined as ‘the permanent removal or destruction of forests, converting these areas

into non-forest land for agricultural use’ (FAO, 2018). For analysis against FAO definitions, the baseline forest map is derived from the base map created by the EU Joint Research Centre (JRC). This global forest cover map was produced by integrating existing global datasets on tree cover, tree height, land cover, and land use into a cohesive, consistent global representation of forests as they existed in 2020.

- To generate an accurate deforestation map, the tree loss layer is overlaid onto the baseline forest map. This approach focuses on instances of tree removal within forested areas, thus avoiding the misclassification of replanting activities as deforestation. The methodology employs the tree cover loss dataset identified by Global Forest Watch (Hansen et al., 2013).
- Tree cover loss layers are available annually from 2014 onwards, with the data from the previous year released in April of the following year. The deforestation layer is checked against the mapped boundaries of the Sucafina supply chain. Polygons are used instead, if available.
- Tree cover loss serves as a proxy for deforestation but does not necessarily indicate deforestation in every instance. Therefore, once alerts are generated, our ground-truthing protocol is followed.

Sucafina has partnered with Trade in Space to support with analyzing and monitoring deforestation rates across global supply chains.

The EUDR Trade in Space analyzed data is segregated into three possible event types: *compliant* (meets EUDR requirements), *compliant with secondary verification* (meets EUDR requirements, but there is tree cover loss that is outside of the JRC forest), and *non-compliant* (does not meet EUDR requirements), where *non-compliant* requires direct follow-up. If a coffee plot is found to be non-compliant, then the country team or 3<sup>rd</sup> party supplier needs to reassess the information to establish the cause of the tree cover loss.

1. Country teams or 3<sup>rd</sup> party suppliers conduct a desk-based review, to analyze the Trade in Space (using high-resolution satellite imagery) tree cover loss alerts. For example, the coffee plot could be undergoing renovations/rejuvenation activities – this is not classified as deforestation. See section 6 for more information on classifications.
2. When the deforestation risk cannot be resolved through the initial desk-based review, a ground-truthing survey must be conducted by Country Teams or 3<sup>rd</sup> party suppliers. This survey includes on-site verification of land conditions and potential deforestation. Sucafina has developed a standardized ground-truthing survey for this purpose. However, alternative forms of evidence provided by the supplier, such as internal inspection reports or land title documents specifying land use—may also be accepted when appropriate.
3. The Sustainability Compliance Team analyzes ground-truthing survey data to determine the reason for the tree cover loss alert.
4. If the analysis showed that the tree cover loss alert was a *false positive*, then the coffee plot will be reclassified in Trade In Space. If the cause for tree cover loss was related to coffee cultivation (i.e. cutting down trees to grow coffee), the risk-mitigation procedures need to be followed (See section 6).

## 5.2 Protected Areas

Alongside analyzing the occurrence of deforestation, EUDR requires assessing if the coffee plot is compliant with national legal requirements, this includes land-use rights in protected areas. If coffee is produced within the boundaries of national protected areas, there could be a risk of non-compliance.

This risk stems from the possibility that coffee production may be illegal or restricted in certain types of protected areas, depending on national regulations. Therefore, part of the EUDR risk assessment must determine whether production within these areas is legally permitted.

For the current checks for protected areas, database [World Database on Protected Areas \(WDPA\)](#) is used. For some countries such as Colombia this is amended to national databases, as the WDPA may not fully reflect the legal status of land use or up-to-date boundaries. There are cases where the protected area, for instance, still allows for legal tenure and/or other agricultural concessions or boundaries are out of date. If the coffee plot has been flagged within a protected area, then necessary follow-up is needed. The supplier can provide more evidence to demonstrate compliance as per the instructions below. See the [Protected Areas Procedure](#) for detailed information.

## 6. EUDR Article 11 – Risk Mitigation

When a non-negligible risk is identified, Article 11 requires operators to reduce it to a negligible level before placing coffee on the market. The regulation does not prescribe specific methods, allowing operators to develop appropriate internal controls. As per ECF guidance, risk mitigation may include actions such as improving supply chain transparency, engaging in closer communication and collaboration with suppliers, and introducing more robust monitoring systems, including satellite tracking or third-party verification, to verify compliance.

### 6.1 Sustainability Strategy

Since 2021, we have centered our Sustainability Strategy around three key pillars that guide our action framework, KPIs, and the alignment of risk management processes, client projects, and internal programs—including IMPACT. These pillars are: Investing in Farmers, Caring for People and Protecting Our Planet.

In addition to the Supplier Code of Conduct and Speak Up! grievance mechanism—described above as legal compliance tools but which also serve as our most salient and widespread documented mechanisms for identifying and addressing potential risks—our strategy is operationalized through the following systems and measures. Together, they ensure that risk mitigation is fully integrated across governance, compliance, and on-the-ground implementation.

- **Local Origin Teams:** At the core of our approach, our field teams ensure that sustainability policies are not only adopted but actively implemented and monitored on the ground. They provide direct visibility into supply chain realities and enable timely responses to emerging risks.

- **Providing Support to Farmers:** We support our farmer partners in adopting regenerative agricultural practices that increase productivity, resilience, and environmental protection as well as strengthening their incomes. We promote agroforestry and intercropping systems to meet the community needs without expansion into forests.
- **Stakeholder Engagement:** We engage in multi-stakeholder initiatives and collaborations with governments, civil society, and other businesses to support a collective approach to mitigating deforestation risks.
- **Environmental and Social Management System (ESMS):** Each origin has quarterly ESMS meetings to discuss sustainability risks and issues, which can be escalated to the Global Sustainability Committee as needed. The ESMS also maintains a legal register and supports ongoing EHS supplier awareness and capacity-building activities with our stakeholders.
- **IMPACT Improvement Plans:** Tailored to each participating farmer group, these origin-specific plans are updated annually and serve as the cornerstone of our Responsible Sourcing efforts and risk mitigation actions. Once the risk management process is completed, we will also have general risk management plans for every country.
- **Internal Control Framework:** We have developed a robust set of internal control tools and measures to ensure effectiveness, efficiency, and EUDR compliance across business operations. These controls are designed to mitigate risks, prevent fraud, and safeguard assets, while also ensuring the reliability and accuracy of financial reporting. See Annex 4 for more information.
- **Continuous Improvement:** We regularly review and adapt our policies to reflect new sourcing areas, patterns of deforestation, and changes in international standards and legislation. Our external targets and progress for the above can be found in our [Sustainability Annual Report](#).
- **Ground-truthing survey results:** Based on direct field data, these surveys help identify actions needed to address deforestation impacts and promote forest-positive outcomes. The table below describes the actions taken according to each result.

Ground-truthing results	Action(s)	Timelines	Classification in Trade in Space	Source
1. Cutting down natural forest	<ul style="list-style-type: none"> <li>• The plot must be removed from the supply chain and coffee cannot be delivered as EUDR compliant.</li> <li>• Report to local authorities (where relevant).</li> </ul>	Immediately.	Coffee-related deforestation.	Ground-truthing; evidence can include pictures.
2. Proven to be in protected area	<ul style="list-style-type: none"> <li>• The plot must be removed from the supply chain and coffee cannot be delivered as EUDR compliant.</li> <li>• Report to local authorities (where relevant).</li> </ul>	Immediately.		Data validation + evidence
3. Coffee Renovation	<ul style="list-style-type: none"> <li>• No action.</li> </ul>	N/A	N/A	Trade in Space / ground-truthing.

4. Cutting down shade trees/fruit trees <sup>1</sup> for coffee or in-coffee	<ul style="list-style-type: none"> <li>No action is needed. Consider including plot in program intervention including sensitization, access to subsidized seedlings</li> </ul>	N/A	Agroforestry <sup>2</sup> degradation.	Ground-truthing.
5. Cutting down agriculture plantation forests/trees <sup>3</sup>	<ul style="list-style-type: none"> <li>No action.</li> </ul>	N/A	Plantation trees.	Trade in Space/ ground-truthing.
6. Cutting down shade trees/fruit trees for other purposes (e.g. housing)	<ul style="list-style-type: none"> <li>Polygon maps must be retaken to reflect the actual coffee plot &amp; remove other land-use areas.</li> </ul>	N/A	For other purposes	Ground truthing

## 7. EUDR Article 12 – Establishment and maintenance of due diligence systems, reporting and record keeping

To exercise due diligence in accordance with Article 8, Sucafina has established a framework of procedures and measures to ensure that the relevant products they place on the market or export comply with Article 3 (due diligence system'), which this manual covers.

### 7.1 EUDR Oversight

Sucafina established a cross-functional EUDR project to develop tools and system requirements, prepare origin teams, formulate the commercial offering, and outline an EUDR manual. The project is structured around three dedicated workstreams: Workstream 1 – Tools & Technology, which focuses on building and maintaining digital systems and data infrastructure; Workstream 2 – Internal Readiness, which ensures the practical implementation of EUDR requirements across all sourcing origins; and Workstream 3 – Commercial Readiness, which defines the market-facing strategy and offering. The initiative brings together representatives from all areas of the organization—including top management, risk and compliance, origin operations, sustainability, technology, legal, and commercial—to ensure a comprehensive, multi-angle approach to regulation alignment and execution.

<sup>1</sup> In coffee growing systems, 'shade trees' are trees (native or introduced) planted or retained above or among coffee crop, whose canopy provides partial shade (filtering sunlight) over the coffee crop, with additional ecosystem, economic or social functions. The land remains in agricultural classification (coffee land). The density, species mix, and arrangement of shade trees may vary; the shade may be partial rather than full.

<sup>2</sup> 'agroforestry' means the combination of trees alongside coffee crops, potentially including other vegetation and livestock, in integrated production systems. Trees or shrubs are intentionally integrated into crop production on the same parcel of land, with the purpose of obtaining both agricultural yields and tree-derived benefits (such as shade, soil conservation, biodiversity, carbon sequestration, or other ecosystem services).

<sup>3</sup> 'plantation forest' means a planted forest that is intensively managed and meets, at planting and stand maturity, all the following criteria: one or two species, even age class, and regular spacing; it includes short rotation plantations for wood, fibre and energy, and excludes forests planted for protection or ecosystem restoration, as well as forests established through planting or seeding, which at stand maturity resemble or will resemble naturally regenerating forests.

Oversight on the implementation of this EUDR Manual is provided by the Sustainability Governance Committee. This committee meets three times a year and is responsible for ensuring the integration of sustainability topics across functions, approving key policies and procedures, supporting the effective steering of strategy projects, and overcoming roadblocks in effective and collaborative manner.

## 7.2 Dedicated Compliance Officer

To oversee our global compliance activities, we have appointed a dedicated Compliance Officer at the management level. The Compliance Officer is responsible for:

- Ensuring that all departments are fully aligned with EUDR.
- Ensuring that Sucafina’s policies and procedures related to deforestation compliance are properly implemented across all levels of the organization.
- Reporting to senior management on the effectiveness of Sucafina’s internal controls and highlighting any areas requiring improvement.
- Acting as the primary point of contact with external auditors and regulatory bodies to ensure that our compliance efforts are fully transparent and meet all required standards.

## 7.3 Data Storage & Protection

Sucafina maintains robust systems for reporting and record-keeping to ensure transparency and traceability in our operations. We track and document all product sources, including the origins of raw materials, risk assessments, and supply chain documentation. Our records are updated regularly to reflect any changes in the supply chain, allowing us to ensure that all products meet EUDR legality and deforestation-free standards. All documents will be stored for at least five years, as per EUDR requirements.

The EUDR Manual processes follow Sucafina’s Code of Conduct and company policy on Data Protection and Privacy. Please see company policies [‘POL-029 Group Data Protection Policy’](#) and [‘POL-012 Privacy Policy \(GDPR\)’](#) for more details.

## 7.4 Data Management, Processes and Technology

Sucafina has created a [‘Documentation of processes, data, and products’](#). This document outlines the processes, data definitions, and products that Sucafina plans to use to satisfy EUDR requirements. The document will be updated on an ongoing basis, as many items summarized here are evolving continuously.

Separately, Sucafina has created a dedicated [EUDR Portal on SharePoint](#) with relevant information.

## 8.EUDR Sales Process

Sucafina purchases coffee at different levels of the supply chain, and its [Supplier Code of Conduct](#) applies to all purchases. Additional requirements for purchasing processes can be part of the different schemes.

1. **Purchase from farmers.** Sucafina buys from farmers with individual farmer IDs and whose IDs are associated with geodata that Sucafina has validated as EUDR compliant. Therefore, purchases from these farmers are marked as 'EUDR' and aggregated into EUDR purchased stock. The EUDR sales contracts are then associated with the aggregated EUDR purchased stock.
2. **Purchase from local intermediaries/agents.** Sucafina buys from intermediaries or agents associated with a list of individual georeferenced plots that Sucafina has validated as EUDR compliant. Therefore, purchases from these intermediaries/agents are marked as 'EUDR' and aggregated into an available EUDR purchased stock. The EUDR sales contracts are then associated with the aggregated EUDR purchased stock.
3. **Purchase from local cooperatives.** Sucafina buys from local cooperatives, which are asked to provide a list of individual georeferenced plots associated with the purchases, which Sucafina validates as EUDR compliant. Therefore, purchases from these local cooperatives are marked as 'EUDR', and aggregated into an available EUDR purchased stock. The EUDR sales contracts are then associated with the aggregated EUDR purchased stock.
4. **Purchase from exporters and exporting cooperatives.** Sucafina buys coffee exported by a third party. Sucafina has a purchase contract with reference to EUDR compliance. The exporters share the list of validated georeferenced plots associated with the contract one month before the shipment booking, and Sucafina validates the geodata for EUDR compliance. The EUDR sales contracts are then associated with the EUDR purchases from the third party.
5. **Purchase from EU coffee importers.** Sucafina buys coffee customs-cleared by a third party in the EU, such as coffee importers, independent or part of a multinational group. Sucafina has a purchase contract in the system with reference to EUDR compliance. The EU coffee importers share the DDSN (due diligence statement number) with Sucafina before the delivery of the coffee. Sucafina validates the EUDR methodology used by the EU coffee importers and if the geodata are made accessible and visible on TRACES by the upstream operator, Sucafina validates the geodata for EUDR compliance. The EUDR sales contracts are then associated with the DDSN.
6. **Purchase from other entities, such as clients and financial institutions.** Sucafina buys custom-cleared coffee in the EU from financial institutions as part of a financing scheme with the financial institution and from EU clients for commercial arrangements. Sucafina has a purchase contract in the system with reference to EUDR compliance. The EU based sellers share the DDSN (due diligence statement number) with Sucafina before the delivery of the coffee. EUDR sales contracts are then associated with DDSN.
7. **Purchase from the stock exchange.** Sucafina buys custom-cleared coffee from the ICE stock exchange arriving from an ICE-accredited warehouse in Europe. Sucafina has an ICE purchase contract in the system with reference to EUDR compliance. ICE follows the ICECOT guideline for their EUDR stock and therefore shares the DDSN with Sucafina before the delivery of coffee. EUDR sales contracts are

then associated with the DDSN. Should a client require a different clause to be included, the Head of Risk & Compliance must review and approve it before it is signed.

The EUDR-compliant coffee available in each origin is purchased and tagged as 'EUDR' in Sucafina's IT systems by the commercial team in charge of the purchase (this varies based on the scenarios below and by origin), in addition to its other product attributes, such as quality and certifications

Important to Note:

For all third-party purchasing arrangements, in addition to correctly tagging the contracts as EUDR compliant in the system, the standardized EUDR compliance clause approved by the Risk Team must be included in the purchase contract. If any counterpart requests to modify this clause, such changes must be reviewed and approved by Sucafina's Risk Team prior to contract signature. Furthermore, all third-party suppliers are required to complete the [Supplier Self-Assessment Questionnaire](#), through which they confirm alignment with [Sucafina's Supplier Code of Conduct](#).

All our EUDR purchase contracts contain a specific and explicit clause describing their nature and, consequently, the obligations arising from this law. This clause has been approved by the Head of Risk & Compliance.

### **8.1.1 Provision under EUDR**

To ensure compliance with Article 9(1) of Regulation (EU) 2023/1115 on deforestation-free products ("EUDR"), the Seller shall provide complete and accurate geolocation data for all coffee supplied to buyer. This information shall be submitted no later than 30 *calendar days* before the first day of the shipment month, unless otherwise agreed in writing with the Buyer.

The Seller confirms having received [Sucafina's Supplier Code of Conduct](#) and agrees to comply with it. The Seller declares that the green coffee presently sold is considered deforestation-free pursuant EUDR and shall complete the legality self-assessment survey.

Failure to submit the required information in full and on time shall constitute a material breach of this Agreement. In such an event, the Buyer may, at its sole discretion, redirect the affected shipment(s) to an alternative destination and shall be entitled to deduct from any amounts payable to the Seller any costs incurred because of such redirection.

## **8.2 EUDR Volume Approval**

### **1. Sales with Sucafina Exporting company as shipper**

The Managing Director (MD) and EUDR coordinators in each export company are responsible for onboarding EUDR-compliant volume onto the available EUDR stock in the system. MDs are responsible for checking balance volumes to offer EUDR volume based on the EU demand received from the Sales Team.

### **2. Sales with third-party exporting company as shipper**

These are EU sales coming from third-party exporting companies. The Sucafina third-party buyers in charge of the purchases from the third-party exporting companies are responsible for requesting the EUDR documentation and for submissions to validate deforestation compliance, while the Sucafina Sales Teams are responsible for checking the availability of EUDR volume by confirming this volume with the Sucafina third-party buyers prior to confirming the sale to the EU counterpart.

### 8.3 EUDR Client-Facing Process

In August 2024, Sucafina officially communicated to all its clients about its EUDR-readiness, including origins and commercial EUDR options available.

At the time of the commercial agreement, the Sucafina Sales Teams agree in the contract with the EU clients about the EUDR options and volumes and, if requested, the associated costs to fulfil the obligations of the first importer of record (First Operator, according to the EUDR) and to file the necessary DDS (Due Diligence Statement) with the EU competent authorities via the EU’s TRACES system.

Sucafina has set up an EUDR support email address for its clients to ask for general EUDR questions and to follow up on EUDR sales: [eudr\\_enquiries@sucafina.com](mailto:eudr_enquiries@sucafina.com).

### 8.4 EUDR Commercial Options

Sucafina has identified several commercial supply chain options to comply with EUDR requirements, which are outlined in the table below:

Solution	Information Requirements (ART 9)	Risk Assessment (ART 10)	Risk Mitigation (ART 11)	Simplified DDS (ART 13)	Clients receive
<b>EUDR Only<sup>4</sup></b>	Sucafina system, direct & third-party	<ul style="list-style-type: none"> <li>Internal deforestation assessment</li> <li>Country level legality assessment</li> </ul>	Supplier Code of Conduct	Yes, within Country	<ul style="list-style-type: none"> <li>DDS</li> <li>Geodata list (excess)</li> <li>Deforestation risk assessment</li> <li>Deforestation methodology (on demand)</li> <li>Country Legality Risk assessment</li> </ul>
<b>EUDR (RA, 4C)</b>	Relevant Standard	<ul style="list-style-type: none"> <li>Relevant Standard methodology</li> </ul>	Relevant Standard criteria	Yes, within Relevant	<ul style="list-style-type: none"> <li>DDS</li> </ul>

<sup>4</sup> See Annex 2 for more information.

	platform (RA, 4C, )	<ul style="list-style-type: none"> <li>• External audit</li> </ul>		Standard chain	<ul style="list-style-type: none"> <li>• Geodata list (Relevant Standard platform – ad interim us)</li> <li>• Relevant Standard deforestation report (Relevant Standard platform)</li> <li>• Relevant Standard legality risk assessment (Relevant Standard platform)</li> <li>• Relevant Standard certificate</li> </ul>
<b>EUDR IMPACT</b>	Sucafina system Direct	<ul style="list-style-type: none"> <li>• Externally audited supply chain deforestation assessment</li> <li>• Externally audited supply chain legality assessment</li> </ul>	Improvement Plan	Yes, within IMPACT	<ul style="list-style-type: none"> <li>• DDS</li> <li>• Geodata list (supply chains)</li> <li>• Deforestation risk assessment</li> <li>• IMPACT transaction certificate</li> <li>• Deforestation risk report (on demand) &amp; IMPACT Verified &amp; Improvement report</li> <li>• Country Legality Risk assessment</li> </ul>

## 9. EUDR Claims and Disclaimers

### 9.1 EUDR Clause

All our EUDR contracts contain a specific and explicit clause describing their nature and, consequently, the obligations arising from this law.

This clause has been approved by the Head of Risk & Compliance. If a client requires a different clause to be included in the contract, this clause must be reviewed and approved by the Head of Risk & Compliance before included/signed off.

### 9.2 Claims

In compliance with EUDR, our Claims Policy mandates that all our counterparties provide accurate and truthful declarations regarding the due diligence processes we have undertaken to supply EUDR-compliant products. To ensure integrity and transparency, we require our counterparties to submit verifiable documentation (wide definition that may include commercial advertising supporting their claims). Any false or exaggerated statements will be subject to verification and may result in legal action or termination of business relationships. Our commitment is to uphold the highest standards of compliance and sustainability, safeguarding both our reputation and the trust of our stakeholders.

### 9.3 Disclaimers

The data provided in relation to the coffee purchased from Sucafina, including origin, quality, and compliance information, is compiled from reliable sources. However, Sucafina makes no guarantees or warranties, express or implied, regarding the accuracy, completeness, or reliability of this data. It is provided for informational purposes only and should not be solely relied upon for critical decisions. Any use of this data is at counterparties' own risk. Sucafina assumes no responsibility or liability for any errors, omissions, or inaccuracies in the data provided. Sucafina recommends that its counterparties conduct their own verification and due diligence to ensure that the information meets their specific needs and requirements.

## ANNEX 1 – Voluntary Standards

### ASSESSMENT OF VOLUNTARY SCHEMES AGAINST EUDR REQUIREMENTS

		IMPACT	RAINFOREST ALLIANCE	4C	FAIRTRADE
<b>1. RELEVANT STANDARDS IN RELATION TO EUDR REQUIREMENTS</b>					
<b>INFORMATION COLLECTION (ARTICLE 9)</b>	<b>Traceability</b>	<p>Full traceability to the farm level is required.</p> <p>Data is collected on farmer IDs, contact details and associated geo-referenced coffee plots.</p> <p>100% polygons required for &gt; 4-hectare coffee plots. GPS with 6 decimal places required.</p>	<p>Full traceability to the farm level is required.</p> <p>Data is collected on farmer IDs, contact details and associated georeferenced coffee plots.</p> <p>100% polygons required for &gt; 4-hectare coffee plots. GPS with 4 decimal places required.</p>	<p>Full traceability to the farm level is required.</p> <p>Data is collected on farmer IDs, contact details, and associated georeferenced coffee plots.</p> <p>100% polygons required for &gt; 4-hectare coffee plots.</p>	<p>Full traceability to the farm level is required.</p> <p>Data is collected on farmer IDs, contact details, and associated georeferenced coffee plots.</p>
	<b>Zero-deforestation control points</b>	<p>IMPACT has aligned deforestation control points to EUDR, including 2020 cut-off date and FAO definition of forest. IMPACT promotes sustainable land use.</p>	<p>Strong emphasis on forest conservation. Certification requires that farms do not convert forests or high-conservation-value areas into agricultural land. It also includes ongoing monitoring of land use and encourages agroforestry practices.</p>	<p>4C requires no deforestation in protected areas post-2008 and encourages Good Agricultural Practices. The standard promotes sustainable land use.</p>	<p>Fairtrade has sustainability requirements and prohibits deforestation.</p>
	<b>Farm legality data</b>	<p>Internal farm assessment survey and third-party verification assessments.</p>	<p>Farm assessment including third-party verification.</p>	<p>Farm assessment including third-party verification. Legality self-declaration by coffee producers.</p>	<p>Farm assessment including third-party verification.</p>

	<b>Data-gathering systems</b>	Digital data collection systems are available for risk assessment tools and sharing downstream.	Traceability via Rainforest Alliance portal.	Traceability and sharing of relevant farmer data through 'Digital Handshake'.	Traceability via Fairtrade portal.
<b>RISK ASSESSMENT (ARTICLE 10)</b>	<b>Deforestation</b>	Deforestation risk assessment conducted using Trade in Space.	Deforestation risk assessment conducted using internal tool.	Deforestation risk assessment conducted using GRAS.	Fairtrade requires measures to prevent deforestation, but does not mandate a formal, standardized deforestation risk assessment.
	<b>Legality</b>	Supply chain actors must comply with applicable laws as part of IMPACT. This is validated through sample farmer field assessments and third-party verification.  If an audit reveals non-compliance, organization must implement corrective actions within a specified timeframe.	Risk assessment based on compliance with RA criteria.  These standards require producers to comply with national and international laws; compliance is verified by third-party audit  If an audit reveals non-compliance, organization must implement corrective actions within a specified timeframe.	Risk analysis of geo-specific statistical data (e.g. designated areas of Indigenous Peoples, third-party complaints, human rights violations, governance indicators, corruption, sanctions, and conflicts).  If an audit reveals non-compliance, organization must implement corrective actions within a specified timeframe.	Fairtrade assesses the legality of production primarily through its standards and audit processes. These standards require producers to comply with national and international laws; compliance is verified by third-party audit.  If an audit reveals non-compliance, organization must implement corrective actions within a specified timeframe.
	<b>Data storage</b>	Data is stored in a protected Sucafina database for at least 5 years.	Rainforest Alliance typically requires certified entities to retain records for at least 5 years. This includes records related to production, sales, transactions, audit findings, and corrective actions.	Data storage for 5 years.	Fairtrade generally requires records to be stored for a minimum of 3 years. This includes records related to production, sales, premiums, and compliance with Fairtrade standards.
<b>RISK MITIGATION (ARTICLE 11)</b>	<b>Sustainable supply chain plan</b>	Continuous improvement plans as part of IMPACT to address critical gaps.  IMPACT Beyond: Provide recommended action plans	Rainforest Alliance requires certified entities to perform regular self-assessments and encourages continuous improvement plans. Producers are encouraged to proactively	Verification through audits of certification bodies in 4C certification as part of risk mitigation.	If an audit reveals non-compliance, Fairtrade requires the organization to implement corrective actions within a specified timeframe. Failure to comply can result in sanctions,

		<p>based on data insights from IMPACT Beyond supply chains.</p> <p>Governance: IMPACT Scheme Rules, including External Advisory Committee.</p>	<p>address areas of non-compliance and to improve beyond the minimum standards, creating an ongoing risk-mitigation culture.</p> <p>When audits reveal areas of non-compliance, Rainforest Alliance requires entities to implement corrective actions. CAPs are monitored for follow-up, ensuring producers take timely steps to mitigate identified risks.</p>		<p>such as suspension or decertification. This process ensures that producers not only adhere to Fairtrade standards but also rectify any instances where they may be violating legal requirements.</p> <p>Fairtrade standards encourage certified entities to go beyond basic legal and environmental compliance by promoting best practices and continuous improvement. By working closely with producers and encouraging sustainable practices, Fairtrade aims to help organizations uphold legal standards more effectively over time.</p>
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**2. IMPLEMENTATION OF SCHEME**

	<b>Accessibility of information of scheme governance &amp; scheme rules</b>	Scheme rules and verification protocol are publicly available.	Scheme rules, governance structure, verification protocol, and other tools are publicly available. Stakeholder feedback is also actively integrated into rule development, and governance updates are available online.	Scheme rules and verification protocol are publicly available, including EUDR add-on. Less detail on governance	Scheme rules, governance and verification protocol are publicly available
	<b>Accessibility of information on summaries audits and alignment EUDR</b>	IMPACT verification reports, including insights into compliance across IMPACT indicators.	EUDR Power BI dashboards.  No detailed summaries of audit but does provide data and reports on compliance and	Detailed audit summaries and reports are not publicly available, but EUDR compliance report is available to be shared.	Offers transparency on audit processes and outcomes, though audit summaries are generally kept at an aggregate level rather than per audit. It

			program effectiveness. EUDR dashboard for visibility into compliance with critical control points.		publishes impact reports and program-wide data that provide general insights into compliance and alignment with environmental and social goals.
	<b>Accessible database of certification holders</b>	Internal – all data accessible for Sucafina.	Provides an online database of certified farms and supply chain actors, making certification status verifiable. This database includes important information for supply chain transparency, which is increasingly tailored to meet EUDR’s requirements for accessible certification data. <b>External list of EUDR-aligned certificate holders.</b>	Offers a certification database. While 4C-certified entities are listed, there is less detailed information per certification holder.  <b>External list of 4C certificates.</b>	Fairtrade has an accessible list of certified producers and supply chain actors through its website. While detailed data on each certification holder may not be available, the accessible database of certified entities meets many transparency needs and could support EUDR requirements with enhanced data.  <b>External list of Fairtrade producers &amp; businesses.</b>
	<b>Transparent periodic, random &amp; independent checks</b>	Independent audits every 3 years.	Conducts regular audits and has a robust verification process, including unannounced checks, ensuring compliance with deforestation standard.	Relies on self-assessment with additional third-party verification.	Employs third-party verification, although its frequency and rigor can vary. While periodic checks are common, more randomized audits are still a gap.
	<b>Control of volumes across the supply chain</b>	Control points as per IMS requirements.	Uses traceability and volume control systems that require certified entities to track product volumes accurately.	Volume control is managed through general guidance	Producers and traders must track how much certified product is being sold and ensure that the volume of Fairtrade-certified product being sold matches the volume of Fairtrade product received.

### 3. GOVERNANCE

	<b>Governance, including compliance with ISO standards</b>	<p>GCP Equivalence, second-party assurance.</p> <p>Third-party conducts verifications in line with ISO 19011 standard, which establishes guidelines for quality and/or environmental management systems verification.</p> <p>The workflow of the certification process complies with the requirements of ISO/CE 17065:2012.</p> <p>IMPACT Scheme Rules, including External Advisory Committee.</p>	<p>GCP Equivalence, third-party assurance.</p> <p>Complies with ISO 17065 for certification bodies, ISO 19011 for auditing management systems, and ISO 14001 for environmental management, which supports credible governance and process quality.</p>	<p>GCP Equivalence, third-party assurance.</p> <p>Complies with ISO 17065 for certification management and some ISO auditing standards but with fewer governance details available publicly.</p>	<p>GCP Equivalence, third-party assurance.</p> <p>Complies with ISO 17065 and ISO 19011, and has ISO-aligned practices for governance, auditing, and certification.</p>
<b>OVERALL</b>		<b>High alignment. Meets foundational EUDR requirements if groups ensure compliance.</b>	<b>High alignment. Meets foundational EUDR requirements if groups ensure compliance with EUDR module.</b>	<b>Moderate alignment. Meets Foundational EUDR requirements if groups ensure compliance with EUDR module.</b>	<b>Moderate to high alignment. Additional improvements in volume tracking and transparent, random checks. Additional EUDR checks needed.</b>

## ANNEX 2 – EUDR Only

As IMPACT-verified coffee incorporates additional requirements beyond EUDR regulations, Sucafina has developed an EUDR Module Only. This includes farmer registration, including mandatory GPS requirements, deforestation, and internal legality assessments. However, there are no requirements for additional third-party verification.

Steps	Responsibilities	Tools	Outputs
<b>Collection of geolocation points</b>	<ul style="list-style-type: none"> <li>• Sucafina Field Team and/or third-party partners</li> </ul>	<ul style="list-style-type: none"> <li>• Farmer engagement tool and/or other data collection platforms</li> </ul>	<ul style="list-style-type: none"> <li>• GeoJSON dataset</li> </ul>
<b>Geolocation point validation</b>	<ul style="list-style-type: none"> <li>• Sustainability Data Lead</li> </ul>	<ul style="list-style-type: none"> <li>• Trade in Space</li> </ul>	<ul style="list-style-type: none"> <li>• Deforestation Risk Assessment</li> </ul>
<b>Legality compliance (Article 10)</b>	<ul style="list-style-type: none"> <li>• Sustainability Risk &amp; Compliance Manager</li> <li>• Global IMPACT &amp; Sustainability Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Supplier self-assessment</li> <li>• CIAT Tool</li> <li>• Speak Up</li> <li>• Supplier Code of Conduct</li> <li>• Critical Indicator checklist</li> </ul>	<ul style="list-style-type: none"> <li>• Country Risk Assessment</li> <li>• Supply Chain Risk Assessment</li> </ul>

### ANNEX 3 – Cecafé Project

For deforestation and due diligence in human rights analysis, Sucafina Brasil makes use of Serasa Experian’s ‘Brain’ digital solution. This tool is part of Cecafé (Coffee Nacional Exporters Consultant) and it is being developed as a pre-competitive project. The table below outlines the methodology used by Serasa Experian’s digital solution, Brain.

<b>Article 9 – Information Requirements</b>	
<b>Geolocation (plot &amp; polygon information from coffee plots)</b>	Collected by the CAR (Environmental Rural Cadaster); document for each farm and coffee plot.
<b>Land-use rights</b>	For no overlap of deforestation alerts after December 31 <sup>st</sup> 2020, , provide by Prodes Brasil and MapBiomas with the CAR.
<b>The principle of free, prior, and informed consent (FPIC), including as set out in the UN Declaration on the Rights of Indigenous Peoples</b>	The CAR does not overlap with Indigenous Lands (FUNAI Database) and Quilombo territories (INCRA Database).
<b>Third-party rights</b>	The CAR does not overlap with Protected Areas (SNUC) and Quilombo Territory.
<b>Environmental &amp; forest-related rules</b>	The CAR does not overlap with Protected Areas (SNUC) and Environmental Embargos (IBAMA, ICMBIO).
<b>Human rights</b>	The coffee farmer is not in the Register of Employers who have been found by government inspectors to be subjecting workers to ‘conditions analogous to slavery’ (analogous to the slave labor <i>Lista Suja</i> (‘Dirty List’)).
<b>Tax, anti-corruption, trade, and customs regulations</b>	The producer's legal ID is checked against the database of the Receita Federal do Brasil, the organization responsible for overseeing and collecting taxes in Brazil. The negative certificate issued by the agency shows that there are no outstanding tax and anti-corruption charges.

Sucafina conducted benchmarking against the Brain tool and concluded that it can be used as input for certain information requirements and risk assessments. However, it will be complemented by Sucafina’s EUDR procedures.

# ANNEX 4 - Internal Control Framework

By systematically reviewing due diligence procedures, traceability documentation, and risk mitigation strategies, these audits help maintain transparency, strengthen our supply chain, and proactively address compliance risks. The framework outlines the approach, methodology, and responsibilities involved in conducting internal audits to verify compliance with EUDR requirements

### Responsibility:

The global certification manager is responsible for developing, maintain and coordinating the control framework. He/she shall conduct the internal audits and maintain a register of audit results and corrective actions. The audits shall be coordinated with the relevant country EUDR coordinators & EUDR traffic leaders.

The EUDR Internal Audit Framework serves as a structured mechanism to assess the effectiveness of our compliance processes and identify areas for improvement. It applies to all internal teams involved in supply chain management, procurement, and regulatory compliance, as well as external suppliers and partners who must adhere to EUDR guidelines. The primary objectives of these internal audits are:

- ✓ To verify compliance with EUDR’s due diligence requirements.
- ✓ To assess the accuracy and integrity of traceability records.
- ✓ To identify potential risks of non-compliance within the supply chain.
- ✓ To implement corrective and preventive actions to mitigate identified risks.
- ✓ To ensure continuous improvement in compliance practices.

To maintain a high level of compliance and preparedness for external regulatory reviews, internal audits will be conducted according to the following schedule:

- 1.- Annual Internal Audit: A comprehensive audit will be conducted at least once per year to evaluate overall compliance with EUDR requirements. This audit will cover all aspects of due diligence, supplier verification, traceability documentation, and risk assessment.

2.- Risk-Based Audits: In addition to the annual audit, risk-based audits will be scheduled as needed. These audits will focus on high-risk suppliers, critical supply chain segments, or specific regions with known deforestation concerns. The decision to conduct a risk-based audit will be based on data analytics, supplier performance trends, and regulatory updates.

3.- Triggered Audits: Unscheduled audits may be conducted in response to major non-compliance, supplier non-compliance, customer concerns, or emerging risks identified in the supply chain. These audits ensure that corrective actions are implemented promptly and that any compliance gaps are addressed before they escalate into regulatory violations.

Each internal audit will be conducted following a standardized methodology, ensuring consistency and reliability in findings. The key components of the audit process include:

#### 1.- Due Diligence & Risk Assessment

- ✓ Verification of supplier risk classification based on deforestation exposure.
- ✓ Review of supplier due diligence documentation, including geolocation data, traceability reports, and compliance declarations.
- ✓ Evaluation of risk mitigation strategies for high-risk suppliers and regions.

#### 2.-Traceability & Chain of Custody Compliance

- ✓ Validation of traceability documentation, ensuring complete and accurate records from farm to import.
- ✓ Randomized spot-checks on geolocation data, deforestation-free declarations, and supporting evidence.
- ✓ Consistency checks between supplier data and internal compliance records to identify discrepancies.

#### 3.- Documentation & Data Integrity

- ✓ Review of internal documentation practices related to EUDR compliance.
- ✓ Verification of record retention policies, ensuring that compliance documents are maintained for at least five years, as required by EUDR.
- ✓ Cross-referencing compliance reports with supplier contracts and procurement records to validate data accuracy.

#### 4.- Corrective Actions & Continuous Improvement

- ✓ Issuance of Corrective Action Requests (CARs) for any identified non-conformances (NC).
- ✓ Development and implementation of action plans to address deficiencies and prevent recurrence.

- ✓ Integration of audit findings into supplier engagement programs, compliance training, and procedural enhancements.

After each internal audit, a comprehensive report will be generated, summarizing key findings, risk areas, and corrective actions. The report will include:

- Summary of compliance status.
- Detailed findings of non-conformances and observations.
- Recommendations for process improvements.
- Assigned corrective actions with due dates.
- Audit reports will be reviewed in quarterly compliance meetings to track progress on corrective actions and ensure accountability.
- Corrective actions will be assigned a defined resolution window (e.g., 30-90 days) based on the severity of findings.
- Follow-up audits may be conducted to validate the effectiveness of corrective actions.

The findings from internal audits will be used as a preparatory measure for external regulatory audits. In addition, the framework will be periodically reviewed and updated to align with:

- Changes in EUDR regulations and industry best practices.
- Supplier performance trends and risk assessments.
- Lessons learned from past audits and compliance evaluations.

Continuous evaluation and enhancement of these internal controls are part of our commitment to operational excellence, and we regularly review and update our control measures to adapt to evolving business landscapes and emerging risks.