



Supplier Code of Conduct

1. **Purpose of Supplier Code of Conduct**

a. Ventura Foods, LLC (“Ventura Foods”) conducts business ethically and in a manner that respects individuals, their communities and the environment. Ventura Foods insists that everyone we do business with including suppliers, contractors, agents, and consultants and its and their suppliers, contractors, agents and consultants throughout the entire product supply chain (collectively, “Suppliers”), demonstrate the same high standards of ethical business behavior. All suppliers are expected to comply with this Supplier Code of Conduct.

b. Ventura Foods maintains relationships with Suppliers who share our commitment to:

- Protecting human rights of workers and treating all workers with dignity
- Creating safe working conditions and a healthy work environment for all workers
- Safeguarding the environment and reducing the environmental impact of operations
- Establishing high standards of ethical conduct and complying with fair business practices and applicable laws

These expectations and commitments are contained in this Supplier Code of Conduct (“Code”). The Code is aligned with Ventura Foods’ core values of integrity, customer focus, teamwork and personal ownership. The Code set out standards we expect from our Suppliers and is based upon the Ethical Trading Initiative Base Code.

The Ethical Trading Initiative Base Code

1. Employment is freely chosen

- i. There is no forced, bonded or involuntary prison labor.
- ii. Workers are not required to lodge “deposits” or their identity papers with their employer and are free to leave their employer after reasonable notice.

2. Freedom Of Association And The Right To Collective Bargaining Are Respected

- i. Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- ii. The employer adopts an open attitude towards the activities of trade unions and their organizational activities.
- iii. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- iv. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

3. Working Conditions Are Safe and Hygienic

- i. A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated

Supplier Code of Conduct

- with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- ii. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- iii. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- iv. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- v. A member of senior management shall be assigned responsibility for health and safety.

4. Child Labor Shall Not Be Used

- i. There shall be no new recruitment of child labor.
- ii. Where child labor is found, the employer shall develop or participate in and contribute to policies and programs which provide for the transition of any child found to be performing child labor to enable her or him to attend and remain in quality education until no longer a child; “child” and “child labor” being defined below.
- iii. Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- iv. The policies and procedures relating to the employment of children shall conform to the provisions of the relevant standards.

5. Living Wages Are Paid

- i. Wages are benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- ii. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- iii. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measure should be recorded.

6. Working Hours Are Not Excessive

- i. Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
- ii. In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7-day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

Supplier Code of Conduct

7. No Discrimination is Practiced

- i. There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other protected category.

8. Regular Employment is Provided

- i. To every extent possible work performed must be on the basis of a recognized employment relationship established through national law and practice.
- ii. Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labor-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impact skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

9. No Harsh Or Inhumane Treatment is Allowed

- i. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

10. Environmental Impact is Managed

- i. Suppliers should measure and where appropriate, seek to reduce the environmental impacts of their business activities. In addition to complying with local laws, steps should be taken to optimize the use of energy and natural resources and reduce the generation of waste.

Definitions:

Child – Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply.

Young person – Any worker over the age of a child as defined above and under the age of 18.

Child Labor. Any work by a child or young person younger than the age(s) specified in the above definitions which does not comply with the provisions of the relevant International Labor Organization standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

The provision of this Code constitute minimum and not maximum standards, and this Code should not be used to prevent companies from exceeding these standards. Companies applying this Code are expected to comply with national and other applicable law and, where the provisions of law and this Code address the same subject, to apply that provision which affords the greater protection.

2. Health and Safety

Suppliers must respect the human rights of workers and treat all workers with dignity and respect. Suppliers must maintain safe working conditions and a healthy work environment for all of their workers. Suppliers must:



Supplier Code of Conduct

a. **Prohibit Harassment**

Suppliers must provide a workplace free from unlawful harassment, threats of violence, corporal punishment, coercion, sexual exploitation, sexual abuse, and verbal or psychological harassment or abuse. Suppliers must comply with all applicable discrimination and harassment laws, treating their workers with dignity and respect.

b. **Establish Regulatory Requirement Processes and Programs** that will drive safety, health and environmental compliance with applicable regulatory requirements.

c. **Communicate Hazards**

Suppliers must ensure that workers receive appropriate workplace health and safety information, training and warnings in their primary language. Suppliers must post Safety Data Sheets for any hazardous or toxic substances used in the workplace.

d. **Prevent Occupational Injury**

Suppliers must eliminate physical hazards where possible, establish safe work procedures and provide appropriate personal protective equipment. Physical guards, interlocks and barriers should be provided and properly maintained for equipment used by workers.

e. **Prevent Chemical Exposure** by identifying, evaluating, mitigating and where possible, eliminating worker exposure to harmful chemical, biological and physical agents. Where hazards cannot be eliminated, Suppliers must provide appropriate controls such as closed systems and ventilation. In all cases, Suppliers must provide safe work procedures, appropriate personal protective equipment and worker training and drills.

f. **Prepare for Emergencies and Their Response** by implementing emergency plans and response procedures, including worker notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities (including ensuring that aisles, exits and stairwells be kept clear and unblocked at all times) and first-aid supplies.

g. **Establish Occupational Safety Procedures** to manage, track, investigate, and report occupational injury and illness.

h. **Mitigate Ergonomics Risk** by identifying, evaluating and mitigating worker exposure to physically demanding tasks, highly repetitive or forced assembly tasks.

i. **Food Safety**

Ventura Foods expects Suppliers to provide Ventura Foods with high-quality products, ingredients and services that meet all applicable quality and food safety standards, safe for human consumption, unadulterated and in compliance with all applicable United States laws and regulations (and/or the laws of the country of final importation and marketing). Suppliers must demonstrate that they have strong food-safety and quality-management practices. Suppliers must immediately report to Ventura Foods any concerns about product safety.



Supplier Code of Conduct

3. Protection of the Environment

Suppliers must demonstrate stewardship of the environment and work to reduce the environmental impacts of their operations. Suppliers must:

- a. ***Prevent Banned or Restricted Product Content*** to ensure products do not contain restricted, banned or unlawfully taken or traded materials, including protected wildlife, protected plants or illegal wood products.
- b. ***Manage Hazardous Materials Appropriately*** to ensure safe handling, movement, storage, recycling or reuse, and disposal of such materials.
- c. ***Monitor and Treat Wastewater and Solid Waste*** generated from operations, processes and sanitation facilities, and control and treat such substances as required by applicable laws prior to discharge or disposal.
- d. ***Control and Treat Air Emissions*** generated from operations prior to discharge as required by applicable laws.
- e. ***Conserve Natural Resources and Prevent Pollution and Waste through the use of commercially reasonable efforts*** to reduce or eliminate waste of all types, including source reduction, recycling, composting, reusing materials and conserving water and energy.
- f. ***If Applicable, commit to a Palm Oil Supply Chain with No Deforestation of High Conservation Value (HCV) lands or High Carbon Stock (HCS) areas*** with no development on peat; no exploitation of rights of workers, indigenous people and local communities; inclusion of smallholders; and being a member of Roundtable on Sustainable Palm Oil (RSPO).

4. Business Conduct and Ethics

Suppliers must commit to the highest standards of ethical conduct and fair business practices. Suppliers must:

a. ***Not Give or Accept Illegal Payments or Engage in Corruption:***

Suppliers must not pay or offer to pay anything of value to any person, including any government official, officer, employee or consultant of a government or governmental department or agency, officer or employee of a state-owned enterprise or partially state-owned enterprise, political party or official, candidate for political office, officer or employee of a public international organization, for the purpose of improperly influencing such person or obtaining or retaining business. Suppliers must fully comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and all other applicable corruption laws.

b. ***Comply with Antitrust and Competition Laws:***

Suppliers must prohibit agreements and actions that unreasonably restrain trade, are deceptive or misleading, or that unreasonably reduce competition. Suppliers must comply with all applicable antitrust and competition laws.



Supplier Code of Conduct

c. Behave Ethically in General Contracting:

Suppliers must compete fairly and ethically for all business opportunities. Suppliers must ensure that all statements, communications and representations to Ventura Foods are accurate and truthful.

d. Protect Intellectual Property and Confidentiality:

Suppliers must respect and protect Ventura Foods' intellectual property rights and maintain the confidentiality of Ventura Foods trade secrets and other Ventura Foods proprietary or confidential information. Confidential and proprietary information includes any information that is non-public or not easily determined or obtained by others. Suppliers must also respect the intellectual property rights, trade secrets and confidential or proprietary information of third parties and are prohibited from compromising these rights in the course of working with Ventura Foods. Suppliers may not use Ventura Foods' name or trademarks in any advertising or marketing materials without prior written authorization from Ventura Foods.

e. Comply with Securities and Insider Trading Laws:

Suppliers that possess non-public information relating to Ventura Foods may not use or share that information to trade or enable others to trade in Ventura Foods securities or the securities of another company to which such information pertains. Suppliers must comply with all applicable securities and insider trading laws.

f. Operate with High Financial Integrity:

Suppliers must not make false, inaccurate or intentionally misleading entries in accounting books, records or communication with external or internal auditors related to Ventura Foods, and must maintain accurate books and records in compliance with generally accepted accounting principles.

g. Avoid Conflicts of Interest:

Suppliers must disclose to Ventura Foods any actual or potential conflict of interest. For that reason, Suppliers must inform Ventura Foods if a Supplier's worker, investor or other affiliated person, or his or her family member, has a relationship with a Ventura Foods employee who can make decisions which may affect Supplier's business, or if an employee of Ventura Foods has any interest of any kind in Supplier's business. Ownership of less than 1% of a public company's outstanding shares need not be disclosed unless it might influence judgment or decisions.

h. Minimize Gifts and Avoid Offers of Hospitality:

Suppliers must ensure that the acceptance or giving of any gift or offer of hospitality when performing Ventura Foods' business cannot be construed as an attempt to secure favorable treatment from or to Suppliers. Suppliers or any member of their family must not accept or give any type of gift or any offer of hospitality beyond that of normal value to Ventura Foods or its customers when conducting Ventura Foods' business. We expect our employees to follow similar guidelines.



Supplier Code of Conduct

i. Comply with All Applicable Laws:

Suppliers must ensure that they, their affiliates and their workers comply with all applicable laws and regulations when conducting business for Ventura Foods. Suppliers must maintain and comply with licenses and permits as required and appropriate for your industry, geography and facility.

5. Asking Questions/Reporting Concerns

Ventura Foods expects Suppliers who believe that an employee of Ventura Foods, or anyone acting on behalf of Ventura Foods, has engaged in illegal or otherwise improper conduct, to immediately report the matter to Ventura Foods. The Supplier should contact Ventura Foods' Hotline at: <https://www.reportlineweb.com/venturafoods> or ethicshotline@venturafoods.com or 1 (800) 620-7407.

6. Monitoring, Certifications and Auditing

Suppliers should designate one or more of its management staff to be responsible for assessing and monitoring its compliance with this Code and for ensuring the Code is available for review in language-appropriate at all facilities producing product for Ventura Foods throughout your supply chain. Ventura Foods may ask Suppliers to execute certifications of their compliance with the principles in the Code. Ventura may assess compliance with the Code through visits to Suppliers' facilities and Supplier must not produce products in non-compliant or unauthorized facilities. Suppliers are responsible for keeping all information and documentation necessary to demonstrate compliance with the principles of the Code. Compliance with the principles of the Code is a material condition of continued business with Ventura Foods. Nothing in the Code is intended to create any employment relationship with a supplier's workers or any new or additional third party rights for a Supplier or its workers.

Supplier: _____

Signature: _____

Name: _____

Title: _____

Date: _____

The individual signing above represents and warrants that he/she is authorized to bind Supplier to the terms and conditions set forth above.