



Supplier Code of Conduct

Florida Food Products (FFP) and our constituent companies strive to conduct business in an ethical manner and to make a positive contribution to society through our product offerings and business activities. We have a comprehensive Code of Conduct that governs all our employees and seeks to instill a culture that promotes ethical behavior and compliance with all applicable laws and regulations. Complying with the law and observing our ethical obligations are absolutely essential conditions for fulfilling our duties to each other, our customers, and society as a whole. We expect the same high standards from our suppliers.

Florida Food Products expects all suppliers, vendors, contractors, consultants, agents, and other providers of goods and services to adhere to the following principles.

Failure to comply with this Supplier Code of Conduct may be grounds for terminating the supplier relationship, and any relevant contracts, depending on the seriousness of the violation.

BUSINESS PRACTICES: Our suppliers must conduct their business lawfully and with integrity, including:

Compliance with all applicable laws and regulations. Our suppliers must comply with all applicable laws and regulations in the countries in which they operate.

Antitrust and Fair Competition. Our suppliers are expected to comply with all fair competition laws and not engage in illegal monopolies, illegal behavior, price fixing, collusive bidding, price discrimination, and other unfair practices. Our suppliers will not knowingly participate, directly or indirectly, in any agreement that unreasonably restricts competition. Our suppliers are also prohibited from abusing their market power through anticompetitive practices.

No bribery or corrupt payments. FFP has a comprehensive Anti-Bribery Policy that requires behaviors that exceed the requirements of the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act as well as most local laws. Under these laws, suppliers are prohibited from corruptly paying, offering to pay, or authorizing the payment of, money or anything of value, directly or indirectly, to a foreign official in order to influence any official action or decision, or to obtain a business advantage. A “foreign official” is anyone who exercises governmental authority at the local, state, or National level, and may include directors, officers, or employees of state-owned enterprises. Our suppliers must comply with these laws as well as our Anti-Bribery Policy while working on our behalf and be equally vigilant against bribery and corruption risks within their own organizations.



Intellectual Property. Our suppliers must respect FFP and third party's Intellectual Property rights. Supplier must promptly notify FFP if supplier knows or suspects that supplier's products, or FFP use of supplier's products, infringe any third-party Intellectual Property rights.

Cybersecurity. Suppliers will implement all necessary measures, and review them regularly, to protect their computer systems and networks. They will put in place appropriate controls to identify and mitigate relevant cybersecurity risks.

Protection of Confidential Information and Personal Information. Suppliers will comply with applicable privacy and data protection laws and ensure the protection, security, and lawful use of personal data and confidential information. In particular, the supplier must provide sufficient security for personal data and confidential information processing activities that concern the products or services provided to FFP and ensure adequate technical and organizational protection measures are in place.

Conflict of interest. Our suppliers are expected to avoid and report all conflicts of interest resulting from their business dealings with FFP and to notify FFP if any FFP employee has business, financial, or personal ties to the supplier that may influence such employee's decisions.

Gifts. Gifts to or from FFP employees are neither expected nor necessary for business relationships between our supplier and FFP. Our Code of Conduct prohibits FFP employees from giving or receiving gifts of more than a token value, loans (other than from established banking or financial institutions), or hospitality or entertainment which could influence the employee's independent judgement, and all gift-giving is discouraged. These prohibitions apply to gifts or payments made directly or through an intermediary.

Affiliation with Governments and Government Officials. Our suppliers must immediately disclose to FFP any affiliation regarding ownership or beneficial interest in a supplier's business by a government or government official of more than 5%. These must be disclosed to FFP prior to any business relationship or immediately after supplier becomes aware of such interest; provided that if a supplier is a publicly listed company, supplier shall only be required to disclose to FFP any such ownership or beneficial ownership interest if the supplier has actual knowledge of any such ownership.

The following are examples of persons who may be considered government officials:

- Any officer or employee of a foreign government, regardless of rank
- Employees of government-owned or government-controlled businesses
- Foreign politicians, political parties, or candidates for office; and
- A family member or agent of the above.



Embargoes and Trade Law. Our suppliers shall comply with all applicable trade laws and restrictions imposed by the United Nations, the United States, and other national governments.

Management and Transparency. Our suppliers are expected to have systems in place to track compliance with applicable laws and regulations and to investigate, to the extent allowed by law, allegations of misconduct. Suppliers must immediately inform Florida Food Products in writing if they are aware of any material noncompliance with local laws involving either the supplier or a FFP product.

Responsible sourcing. Our suppliers must disclose the country of origin for the primary materials for all deliveries made to FFP. FFP reserves the right to ask suppliers for a full supply chain map in order to facilitate risk assessments and gauge legal and ethical compliance in the upstream supply chain. Our suppliers will be transparent about all known facilities used to produce products or services for us and provide such information upon request. If requested, suppliers are expected to provide reports on the presence of substances in any materials supplied to FFP that may be restricted by, or require disclosure to, governmental bodies, customers, and/or recyclers.

Conflict minerals. Our suppliers must report the presence of conflict minerals (as defined by 15 U.S.C. § 78m(p)), including whether the conflict minerals originated in the Democratic Republic of the Congo (DRC) or adjoining countries, in the products they manufacture or contract to manufacture if the conflict minerals are necessary to the functionality or production of a product. FFP initiates an annual due diligence review process of our supply chain to ensure that products supplied to FFP do not contain metals derived from minerals or their derivatives originated from conflict regions that directly or indirectly finance or benefit armed groups and cause or foster human rights abuses.

WORKFORCE PRACTICES: Our suppliers are expected to provide a safe workplace, which operates in compliance with all applicable laws, and to treat their employees lawfully, respectfully, and fairly, including:

Human Rights. Our suppliers must respect and support global human rights. Global human rights are fundamental to the operations of FFP business. Human rights are rights, freedoms, and standards of treatment regarded as belonging to all persons. FFP respects and supports internationally recognized human rights and is committed to high standards of ethics, honesty, and integrity and demonstrating respect and dignity for one another and those with whom we do business.

No forced labor or trafficking. Our suppliers are prohibited from using slaves or forced labor of any kind, including prison labor, non-rescindable contracts, indenture ship, or labor obtained through threats of punishment, deposits of bonds or travel documents, or other constraints, or engaging in human trafficking.



No child labor. Our suppliers are prohibited from employing children under the age of 15 years (or any higher age established by applicable law). Suppliers will conform to Convention 138 (Minimum Age) and Convention 182 (Worst Forms of Child Labor) of the International Labor Organization.

No harassment or abuse. Our suppliers are prohibited from harassing or abusing employees. Our suppliers must treat their employees with respect and dignity, and without harassment or abuse of any kind. To the extent permitted by law, suppliers must strive to provide a workplace free of any form of harassment, intimidation or victimization, whether physical, psychological, or sexual.

Nondiscrimination. Our suppliers must provide equal employment opportunities to all people and will not discriminate based upon race, religion, color, sex (which includes pregnancy, orientation, identification, expression, and all other legally protected characteristics), age, national origin, disability, veteran or military status, political beliefs, or any other characteristic protected now or in the future by applicable law.

Diversity and inclusion. Our suppliers are expected to value the dignity of each employee as a unique person with individual skills and perspectives. Suppliers are expected to categorically reject individuals and ideologies that seek to sow hate, discord, and division based upon an individual's personal characteristics. Suppliers should strive to unite themselves with their employees by focusing on their common humanity and by dedicating themselves to the principles of integrity, professionalism, and safety.

Reasonable compensation. Our suppliers will pay reasonable compensation and benefits that, at a minimum, comply with all applicable laws and regulations.

Working hours, overtime, and wages. Our suppliers must comply with all applicable requirements and limitations set by the laws of the country of manufacture and may not require excessive overtime. Overtime must be voluntary and must always be paid at the statutory rate. Employees must be provided sufficient time each week for rest. Our suppliers must provide employees with wages and benefits that, at a minimum, comply with applicable law.

Workplace health and safety. Our suppliers must provide a safe workplace for their workers including, at a minimum, adequate lighting, ventilation, potable water, and sanitary facilities. Where required or appropriate, suppliers must provide safety equipment, guards, and protective clothing/masks to protect workers from hazardous machinery and materials, fire suppression and evacuation protocols, and security measures to ensure employees' safety while on or entering or exiting Supplier's premises.

Respect the right of workers to freely organize, associate, and bargain collectively in accordance with applicable national laws. Our suppliers will comply with the



Requirements of all national labor and employment laws, including all union, freedom of association, and collective bargaining laws.
FFP will not tolerate any violation of these principles.

ENVIRONMENTAL PRACTICES: Our suppliers must treat the environment with respect, including:

Environmental compliance. At a minimum, our suppliers will conduct their businesses in compliance with all applicable laws in a way that minimizes impact to the environment. As practical, suppliers should seek to reduce their environmental impact beyond what the law currently requires.

Hazardous waste management. Our suppliers must capture, contain, and dispose of all hazardous wastes safely and in accordance with all applicable laws.

Air quality and carbon footprint. Our suppliers will take appropriate steps to minimize air emissions (including carbon emissions) and impact on air quality, as far as possible and put in place practices to assess and reduce their emissions (including carbon). Suppliers will provide documentary evidence of their carbon footprint and their efforts to reduce it, if requested.

Energy efficiency. Our suppliers will take appropriate steps to minimize the consumption of energy as well as put in place energy saving strategies (i.e., use of renewable sources and fuels, fuel-efficient logistics operations).

Water management and conservation. Our suppliers will take appropriate steps to minimize their impact on water by reducing their water consumption, by ensuring groundwater quality is maintained and (where possible) improved, and by supporting water conservation. We also expect our suppliers to take appropriate steps to provide documentary evidence of their water usage assessment if requested.

No deforestation. Our suppliers will take appropriate steps to ensure their actions avoid negative impacts on forests, peatlands, and other protected areas. When establishing new operations or expanding existing ones, our suppliers shall obtain all legal approvals and permissions. We also expect our suppliers to keep documentary evidence of land use history and provide it if requested.

COMMUNITY PRACTICES: Our suppliers must treat the communities they are in with respect, including:

Property rights. Our suppliers must respect property rights in the communities in which they operate and must ensure fair negotiation on all land transfers to which they are a party, including free, prior, and informed Consent for new developments.



Health and safety impact. Our suppliers will seek to prevent and adequately address any adverse health and safety impact of their operations on surrounding communities.

Indigenous people. Our suppliers will respect the rights of local communities and indigenous people and their cultural heritages.

Local sourcing. Our suppliers will seek to employ and source goods and services locally whenever practicable.

CONTINUOUS IMPROVEMENT: Our suppliers must continuously improve their operations and methods.

We recognize that achieving the requirements of this Code is a dynamic process and we encourage continuous improvement within a supplier's operations. In cases where improvement is required, we will support our supplier to establish clear milestones and processes to support their achievement. Our suppliers who fail to comply with the requirements of this Code may be subject to consequences up to and including termination of business.

VIOLATION REPORTING: Our suppliers will encourage and provide means for their employees to report concerns, complaints, or potentially unlawful activities in the workplace, with the option to do so anonymously, without threat of reprisal, intimidation, or harassment.

Any report should be treated in a confidential manner. Suppliers shall investigate such reports and take corrective action if needed. Suppliers shall notify Florida Food Products of legal actions, administrative investigations, or prosecutions that may affect their performance of any contractual obligations to FFP, or where such legal actions could adversely affect a supplier's or FFP's reputation.

If at any time a supplier or one of its employees believes that a FFP employee has acted contrary to these principles, the supplier or its employee is encouraged to report its concerns to our Compliance Hotline at +1.352.589.3605 or email at compliance@floridafood.com



DECLARATION OF COMPLIANCE

Suppliers declares the following:

- Supplier has read and understands the FFP Supplier Code of Conduct (Update 2022).
- Supplier agrees to comply with the FFP’s Code of Conduct (Update 2022) while working with FFP.
- Supplier agrees that FFP reserves the right to terminate any agreement or business relationship with any supplier that cannot demonstrate compliance with our Supplier Code of Conduct.
- Supplier undertakes to improve or correct any identified deficiencies. Where applicable, FFP may require corrective action and the implementation of continuous improvement plans as a condition of doing business.
- Supplier agrees that FFP reserves the right to assess and/or monitor compliance with this Code, where applicable through a third party, and in any way (reasonable on-site inspections, questionnaires, interviews, etc.).
- Supplier agrees to conduct due diligence throughout its supply chain on its employees, agents, subcontractors, suppliers, and sub-suppliers to the extent they are involved in the provision of goods and/or services to FFP to ensure compliance with this Supplier Code and applicable law.

On behalf of Supplier:

 Title

 Date