

	ARYZTA Global Vendor Code of Business Conduct	
	Document: 04.03.03.11.01	
	Program: 04.0 Supplier Approval and Monitoring Program	
Effective Date: 10/01/2020	Location: Standardized	
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ARYZTA has developed this Global Vendor Code of Business Conduct (“the Code”) to reflect our (ARYZTA) commitment to conduct business activities in full compliance with applicable laws and regulations; and to be guided by integrity and honesty in all of our business dealings. The aim of the Code is to help ARYZTA maintain this commitment by setting standards to which ARYZTA expects its Vendors, their employees, agents, subcontractors, and other representatives (collectively referred to as “Vendors”) to respect and adhere to when conducting their business dealings. It is the Vendor’s responsibility to educate its employees, agents, subcontractors, and other representatives accordingly.

The Code is applicable to Vendors of ARYZTA and its majority-owned and joint-venture owned subsidiaries. The Code contains the minimum standards applicable to ARYZTA Vendors. Vendors may have individual contracts with ARYZTA that contain specific provisions and/or agreements relating to these standards. The Code is not meant to supersede such provisions and/or agreements and, to the extent there is any inconsistency between the Code and such provisions and/or agreements, the provisions and/or agreements in the separate contract shall control.

SECTION I – BUSINESS PRACTICES

ARYZTA requires that all Vendors observe all applicable laws and regulations; exercise the highest standards of business and personal ethics; and act with integrity in an open and honest manner, including:

- A. **Anti-Bribery:** Vendors acting on behalf of ARYZTA must comply with all country and local laws dealing with bribery of government officials. Vendors are not permitted to engage in any corrupt practices, including bribery, kickback, corruption, extortion or embezzlement. A corrupt practice may include, but is not restricted to, a Vendor or third party acting on behalf of the Vendor, providing anything of value, directly or indirectly, to any government official, employee of a government-controlled company, or political party to influence a decision in favor of the Vendor or a customer of Vendor, or to obtain any other improper benefit or advantage. Vendors must keep, and furnish to ARYZTA, on request, a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of ARYZTA or out of funds provided by ARYZTA.
- B. **Trade Restrictions:** Vendors are not required to forego trade with ARYZTA’s competitors in order to be a Vendor to ARYZTA. Vendors are free to sell products in competition except when otherwise agreed to in writing with ARYZTA and/or where the product involved is one in which ARYZTA has a substantial proprietary interest because of an important contribution to the concept, design, or manufacturing process. No Vendor will be asked to buy ARYZTA’s products in order to start or continue as a Vendor.
- C. **Conflict of Interest:** Vendors should avoid any interaction with an ARYZTA employee that may conflict with, or appear to conflict with, that employee acting in the best interests of ARYZTA to the extent Vendor has a reasonable belief, or actual or constructive knowledge, of such a conflict of interest. Vendors should immediately disclose to ARYZTA any situations that might appear to be a conflict of interest. (Refer to Section IV)
- D. **Gifts, Entertainment, and Corporate Hospitality:** ARYZTA employees cannot accept any gift, no matter what the value, from a current vendor or a company in exchange for doing business with ARYZTA. We believe that sound business decisions are made on the basis of value, cost, quality, and service. Such decisions are best

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achieved when transactions between the Company and its Vendors and customers take place in an atmosphere of impartiality, free of personal considerations. Our policy on gifts is designed to preserve and maintain ARYZTA’s reputation as a global enterprise, which acts with integrity and bases decisions only on legitimate business considerations. Gifts, favors or entertainment are not needed to conduct business with ARYZTA.


- E. **Communication:** Vendors may not utilize ARYZTA’s name, trademarks, logos, graphics or images unless expressly permitted in writing by ARYZTA. Significant agreements with distributors, brokers and Vendors should be set out in writing.
- F. **Confidential Information:** Vendors who have been given access to confidential information as part of the business relationship should not share this information with anyone else unless authorized to do so by ARYZTA. If a Vendor believes it has given access to ARYZTA’s confidential information in error, the Vendor should immediately notify its contact at ARYZTA and refrain from further distribution of such information. Vendors will be asked to sign a Confidentiality and Non-Disclosure Agreement.

SECTION II – EMPLOYMENT-RELATED PRACTICES

We expect our Vendors to conduct their activities in a manner that respects human rights as set out in the United Nations Universal Declaration of Human Rights. Minimally, we expect Vendors to comply with the following employment-related practices.

The following expectations apply to all Vendors:

- A. **Applicable Local Labor Laws:** All business activities of Vendors must comply with all national and local legal requirements along with published industry standards pertaining to employment and manufacturing in the applicable country. Vendor must be able to demonstrate that all employees are eligible to work in the applicable country.
- B. **Freedom of Association:** Vendors shall respect the rights of workers to associate or not to associate with any group, as permitted by and in accordance with all applicable laws and regulations.
- C. **Forced Labor:** Vendors must not use prison labor; forced labor; labor under any form of indentured servitude; physical punishment; confinement; threats of violence; or any other forms of abuse. Vendors shall not retain workers’ government-issued identification, passports or work permits as a condition of employment.
- D. **Slavery & Human Trafficking:** The use of slavery or human trafficking (including debt bondage) by Vendors is forbidden.
- E. **Child Labor Practices:** Vendors must comply with all applicable child labor laws and are prohibited from using workers under the legal age of employment in the relevant country or where work interferes with schooling requirements under applicable local laws and regulations. Vendors shall not hire any worker who is less than 15 years old regardless of the legal age of employment in the relevant country. In the event of an incident of child labor at a Vendor’s facility, ARYZTA must be notified of the incident and the Vendor must provide corrective action plans within 48 hours.
 - 1. While ARYZTA follows a zero tolerance policy for employment of workers under the age of 15, we do encourage Vendors, in support of local communities, to provide opportunities for young


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workers (between the ages of 15 and 18) where job conditions are safe and suitable for young workers and local laws or regulations permit such employment.

- F. **Compensation:** Vendor's workers must be fairly compensated and provided with wages and benefits that comply with applicable national and local laws. This includes paying of overtime, premium pay and equal pay for equal work without discrimination where applicable. There shall be no disciplinary deductions from pay. In the event of an audit by ARYZTA or our 3rd Party Auditor, Vendor must be able to show twelve (12) months of payroll records for employees as requested by the auditor.
- G. **Non-Discrimination:** Vendors shall not discriminate in hiring or applying employment practices on the grounds of race, color, religion, sex, age, sexual orientation, physical ability, national origin, or any other prohibited basis or personal characteristic unrelated to job performance, and will comply with all applicable employment discrimination laws.
- H. **Harassment & Abuse:** Vendors will ensure that their employees and workers are not subjected to psychological, verbal, sexual or physical harassment or any other form of abuse and will comply with all applicable laws on harassment and abuse of workers. Vendors must have internal policies prohibiting harassment or abuse of employees, along with stated disciplinary processes.
- I. **Migrant Labor:** Vendors will respect human and workplace rights for any migrant workers. Vendors and/or employment agencies should not charge, directly or indirectly, fees or commissions related to recruitment travel and/or employment processes to those workers transported from their home country to work in facilities. Such fees should be borne by the Vendor, not the worker. Terms of employment should not change from time of recruitment to that provided at the facility, and migrant workers should be free from pressure, coercion, or threats in any way into accepting a job or to maintain employment.
- J. **Grievance Mechanism:** Vendors shall implement internal programs for handling reports of workplace grievances, including anonymous reporting.
- K. **Working Hours:** Vendors must ensure compliance with all applicable national and local laws and with published industry standards pertaining to the number of hours and days worked and overtime. All workers shall be allowed at least one day off every seven days, and any overtime worked shall be voluntary. If local law allows workers may voluntarily work overtime on rest days, provided that they are allowed at least one day off within the next seven days. Weekly working hours should not exceed sixty (60) hours, *except in extraordinary circumstances where business conditions create the need, and overtime shall remain voluntary.*

The following expectations apply to Vendors providing on-site services to ARYZTA bakeries, inventory centers or offices on a weekly (or more frequent) basis:

- A. **Immigration Law Compliance:** Vendors warrant the following:
 - 1. U.S. Vendors
 - i. They have complied, and must comply, with all immigration laws, statutes, rules, codes, orders, and regulations;
 - ii. They have and will continue to utilize E-Verify to confirm employment eligibility;
 - iii. They have kept, and will keep, during the life of the relationship with ARYZTA (and three years after its termination), all Form I-9 (Employment Eligibility Verifications) for employees assigned to work for the Vendors at ARYZTA's location(s), and must make and maintain copies of all documents confirming their workers' employment eligibility and identity;

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- iv. At the Vendors' expense, they will engage an outside auditor, external immigration counsel, or other specialized consultant, who agrees to audit the Vendors' immigration compliance and required I-9 recordkeeping, and then certify the results of the audit to ARYZTA upon reasonable request by ARYZTA;
- v. They have responded, and will promptly respond, to any demand for inspection of Vendors' immigration records by the Department of Homeland Security (US), Department of Homeland Security Science and Technology Directorate (Canada) or any other government agency;
- vi. They will immediately (and within no more than 24 hours) notify ARYZTA in writing of any inspections by DHS or any other governmental agency concerning any immigration compliance issues or concerns involving the Vendors or their employees;
- vii. They have developed and will maintain an immigration compliance plan regarding Vendors' employment-eligibility verification, recordkeeping, and training of employees in I-9 procedures and immigration law requirements; and
- viii. They will discharge or remove any employee assigned to ARYZTA's location(s) who ARYZTA reasonably believes lacks employment authorization.
- ix. To the extent applicable, they will comply with the expectations list described in Migrant Workers Section II-I of this Code of Conduct.


2. Non-U.S. Vendors

- i. They have complied, and must comply, with all immigration laws, statutes, rules, codes, orders, and regulations;
- ii. At the Vendors' expense, they will engage an outside auditor, external immigration counsel, or other specialized consultant, who agrees to audit the Vendors' immigration compliance, and then certify the results of the audit to ARYZTA upon reasonable request by ARYZTA;
- iii. They have responded, and will promptly respond, to any demand for inspection of Vendors' immigration records by any other government agency;
- iv. They will immediately (and within no more than 24 hours) notify ARYZTA in writing of any inspections by any governmental agency concerning any immigration compliance issues or concerns involving the Vendors or their employees;
- v. They have developed and will maintain an immigration compliance plan regarding Vendors' employment-eligibility verification, recordkeeping, and training of employees in immigration law requirements; and
- vi. They will discharge or remove any employee assigned to ARYZTA's location(s) who ARYZTA reasonably believes lacks employment authorization.
- vii. To the extent applicable, they will comply with the expectations list described in Migrant Workers Section II-I of this Code of Conduct.

SECTION III – FACILITY PRACTICES

The following expectations apply to all Vendors:

- A. **Worker's Accident Insurance:** Vendor must have adequate accident insurance (e.g., Workers' Compensation) for all workers as required by law.

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The following expectations apply to Vendors providing goods and services to ARYZTA from their own facilities:

- B. **Work Place Environment:** Vendors must provide their workers with safe and healthy working conditions and, where provided, living conditions. This includes, at a minimum, potable drinking water, adequate and clean restrooms, adequate ventilation, fire exits, essential safety equipment, emergency first aid kit, access to emergency medical care, and appropriately lit work stations. Vendors shall ensure that all workers receive communications and training on emergency planning and safe work practices. In addition, Vendors shall have systems to prevent, detect, and respond to potential risks to the safety, health, and security of all employees. Vendors’ facilities must be constructed and maintained in accordance with the standards set by applicable national and local laws, codes and ordinances.
- C. **Documented Processes:** Vendor facilities must develop and maintain processes, checklists, records, and corrective actions pertaining to:
 - 1. Purchasing, storage, handling, and use of chemicals as well as emergency response procedures to prevent injuries to employees as well as preventing emissions to the atmosphere or contamination of ground or water systems.
 - 2. Handling, storing, transportation, recycling and disposal of hazardous and non-hazardous waste including procedures to protect worker safety and preventing emissions to air or contamination of ground or water systems.
 - 3. Posted evacuation maps, annual evacuation drills for all shifts and employees
 - 4. Ergonomic assessment in conjunction with job safety analyses to reduce risks to employees
- D. **Product Quality and Safety:** All products and services delivered by a Vendor must meet the necessary specifications and criteria outlined by ARYZTA Food Safety & Quality Assurance Policies and Procedures
- E. **Sustainability and Environment:** Vendors must comply with all national and local environmental laws and regulations. Vendors are responsible for managing, measuring, and minimizing the environmental aspects of their facilities. Specific focus areas include air emissions, waste reduction, recovery and management, water use and discharge, and carbon emissions.
 - 1. Vendors should develop and share a plan to reduce energy, water, and waste to landfill in their facilities.
 - 2. Vendors will work with ARYZTA to ensure that raw materials sourced on behalf of ARYZTA are grown and processed in a sustainable manner.

SECTION IV - REPORTING POTENTIAL MISCONDUCT

Vendors who believe that an ARYZTA employee, or anyone acting on behalf of ARYZTA, has engaged in illegal or otherwise improper conduct with respect to their business with the Vendor should report the matter to ARYZTA. Vendors should also report any potential violation of the Code. Reports may be made at codeofconductNA@ARYZTA.com. Reports will be handled in a confidential manner to the degree possible. A Vendor’s relationship with ARYZTA will not be affected by any honest report of potential misconduct.

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SECTION V: AUDITS

Vendors should maintain accurate and transparent books, records, and accounts to demonstrate compliance with applicable laws and regulations, and this Code. ARYZTA reserves the right to verify the Vendors compliance with the Code. If ARYZTA becomes aware of any actions or conditions that are not in compliance with the Code, ARYZTA reserves the right to demand corrective measures. ARYZTA reserves the right to terminate an agreement with any Vendor who does not comply with the Code.

Updates of the Code will be posted on: www.aryzta.com

This document is required to be signed by an officer of your company. PLEASE CHECK BOTH BOXES AND ENTER YOUR CONTACT INFORMATION BELOW:

- I have read and fully understand this policy and its guidelines.
- I agree to allow announced audits of this Vendor Code of Conduct at any facility that provides products or services to ARYZTA. For on-site vendors the audit can be conducted in the ARYZTA facility or in your office. These audits may be conducted by employees of ARYZTA or a 3rd Party Audit Firm. Vendors are responsible for the cost of any audits or subsequent follow-up audits.

Signature _____ Date _____

Print Name _____ Title _____

Print Company Name(s) _____ Telephone Number (Country Code, Area Code, Number) _____

E-Mail Address _____

#	Step/Section Revised	Revision(s)	Prepared By	Date	Approved By	Date
0	All	New	B. Edwards	03/29/17	C.Lu	03/29/17
1	Header/Footer	Update to AIMS Format	W. Haraguchi	09/06/17	B. Edwards	09/06/17
2	All	Updated Version	B. Edwards/C. Woo	02/28/19	Exec Comm	04/23/19
3	Header	Annual Review	B. Edwards/C. Woo	10/1/20	Exec Comm	10/1/20