

**ROLAND FOODS, LLC  
AMERICAN ROLAND FOOD CORP.  
SUPPLIER CODE OF CONDUCT**

Roland Foods, LLC, American Roland Food Corporation and/or their affiliated entities ("Roland Foods") expect all of our suppliers to engage in responsible supply chain practices. Suppliers are expected to comply with our Supplier Code of Conduct (the "Code of Conduct"), with all aspects of responsible sourcing, and to apply these same standards to their suppliers and subcontractors, including in the areas of:

Human Rights;  
Health and Safety;  
Environment; and  
Business Integrity.

If local, national or international laws do not provide protections satisfactory to us, we reserve the right to require suppliers to meet higher standards.

The Code of Conduct sets forth standards and expectations for the supplier with whom Roland Foods does business and includes all parents, subsidiaries and affiliated entities of the supplier, as well as all others with whom the supplier does business, including employees, upstream and downstream suppliers, and all other third parties (collectively referred to herein as "Supplier"). It is the Supplier's responsibility to disseminate, educate, and exercise diligence in verifying compliance with this Code of Conduct to and with respect to its employees, agents, and sub-tier suppliers, including farmers when relevant.

Through acceptance of the Purchase Order, making reference to the Code of Conduct, the Supplier commits that all its operations are subject to the provisions contained in this Code of Conduct. The standards of this Code of Conduct are in addition to, and not in lieu of, the provisions of any legal agreement or contract between the Supplier and Roland Foods.

### **Human Rights**

**Abuse of Labor.** Supplier will not physically, mentally or verbally abuse employees.

**Child Labor.** Supplier will not employ child labor, consistent with the principles contained in the International Labour Organization's 1998 *Declaration on Fundamental Principles and Rights at Work*, in supplying products to us. Supplier must maintain official and verifiable documentation of each employee's date of birth or, lacking such documentation, have legally-recognizable means of confirming each employee's age.

**Forced Labor.** Supplier will not use, or in any other way benefit from, forced, or involuntary labor, whether bonded, prison, military, compulsory or indentured labor, including debt servitude. Supplier will ensure that all work is voluntary. Supplier will not traffic persons or use any form of slave, forced, bonded, indentured, or prison labor. Involuntary labor includes the transportation, harboring, recruitment, transfer, receipt, or employment of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of exploitation.

**Foreign or Migrant Workers.** If Supplier engages foreign or migrant workers, such workers will be employed in full compliance with all labor and immigration laws, with the basic terms under which they are hired provided to the worker in the language of the worker's home country or in a language the worker understands. Passports and other forms of personal identification will remain in the worker's possession at all times and not with Supplier.

**Freedom of Association and Collective Bargaining.** Supplier will respect the principles of freedom of association and collective bargaining. As legally permitted, Supplier will freely allow workers to associate with others, form, and join (or refrain from joining) organizations of their choice, and bargain collectively, without interference, discrimination, retaliation, or harassment. In the absence of formal representation, Supplier will ensure that workers have a mechanism to report grievances that facilitates open communication between management and workers.

**Terms of Employment.** At the time of hiring, Supplier will inform all employees in writing of the basic terms of employment which will be written in a language understood by the employee. A copy will be furnished to the employee. If the Supplier uses an employment agency for recruiting and hiring employees, the Supplier will pay all applicable fees therefore, and will not deduct, withhold or pass on such fees to the employee.

**Anti-Discrimination and Fair Treatment.** Supplier will not discriminate against any worker based on age, color, caste, disability, ethnicity, genetic information, gender, marital status, national or social origin, pregnancy, political affiliation, race, religion, sexual orientation, social status, indigenous status, and gender identity, or union membership, or other status of the individual unrelated to the ability to perform the job, in hiring and other employment practices. Supplier shall respect the privacy rights of its employees whenever it gathers private information or implements employee-monitoring practices.

**Anti-Retaliation.** Supplier will prohibit unlawful retaliation against employees who report an ethical or compliance issue or who cooperate in good faith with the investigation of any complaint.

**Termination.** Supplier shall not terminate an employee unless there is a valid reason for such termination connected with the worker's capacity or conduct or based on the operational requirements of the business. Reasons for dismissal shall not include those based on union membership or participation in union activities, filing of a complaint against an employer, race, color, sex, marital status, religion, political opinion, or ethnicity.

**Harassment.** Supplier will commit to a workplace free of harassment and abuse. Supplier will not threaten workers with, or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, and sexual harassment.

**Housing Practices.** In the event that Supplier provides housing for any employees, such housing must comply with applicable law, including applicable health and sanitation laws. Supplier will provide each employee his or her own bed and clean bedding at no cost to the employee. Supplier will provide dormitory housing for unmarried employees segregated by gender and sufficient washing and toilet facilities segregated by gender.

**Land Rights.** Supplier shall respect the land rights of individuals, indigenous people and local communities. All negotiations with regard to their property or land, including the use of and transfers of it, shall adhere to the principles of free, prior and informed consent, contract transparency and disclosure.

**Wages and Benefits.** Supplier will fairly compensate employees by providing wages and benefits as required by law, including compliance with minimum wage and overtime requirements and will pay employees in a timely fashion. Supplier may not deduct wages for disciplinary measures, for pre-employment fees, for deposit, or other practices that effectively lower an employee's pay below the prevailing or legally-mandated wage. Supplier will pay wages on a regular schedule with a comprehensible pay slip that shows how wages are calculated.

**Work Hours and Overtime.** Supplier will set work schedules and overtime policies consistent with local and national laws. Supplier will abide by maximum hour and workweek laws. If legal overtime is necessary, employees are to be advised prior to the time of hiring.

## **Health and Safety**

**Workplace Health and Safety.** Supplier will provide workers with a safe, clean and healthy work environment, including clean restrooms and handwashing facilities, emergency medical care, essential safety equipment and adequate lighting, temperature and ventilated work stations. Supplier will post, in the primary language of employees, written health and safety information, including that which describes toxic or hazardous substances used in the workplace, and properly manage the handling of dangerous substances and machinery. Supplier will integrate sound health and safety management practices into its business. Workers shall have the right to refuse unsafe work and to report unhealthy working conditions.

**Food Safety and Quality.** Our customers expect us to supply them with safe and wholesome foods and we expect the same from our suppliers. Supplier will supply food products to Roland Foods that are safe for human consumption, pure, wholesome, and

unadulterated, and in compliance with all applicable local, national and international laws, including with the State of California's *Safe Drinking Water and Toxic Enforcement Act of 1986* ("Proposition 65"). Supplier needs to ensure purchased product, when received by Roland Foods, meets all food safety and quality specifications and is accompanied by a current, signed Certificate of Analysis (COA). Supplier will maintain records of primary origin and full traceability of all raw materials, primary packaging, processing aids and manufacturing processing parameters for all products produced and will share all such information with Roland Foods upon request. All raw materials used in the manufacturing of products must comply with applicable international treaties and protocols. Any subcontracting of finished product must be fully transparent to Roland Foods, and pre-authorized directly by Roland Foods. Supplier's principal executive and management team will conduct reviews at least annually of food safety and quality systems to ensure its continuing effectiveness. Records of reviews will be kept on file.

**Emergency Prevention and Preparedness.** Supplier will identify and assess potential emergency situations. For each situation, Supplier will develop and implement emergency plans and response procedures ("Emergency Response Plan") that minimize harm to life, environment, and property. To the extent that Supplier ships goods for Roland Foods into the United States, Supplier will comply with all C-TPAT (Customs-Trade Partnership Against Terrorism) security procedures. Supplier will revalidate its Emergency Response Plan at least annually.

**Safety Training and Protective Equipment.** Supplier will provide appropriate personnel protective and safety equipment, adequately train employees on applicable workplace safety practices, including emergency evacuation procedures, and will provide systems and training designed to prevent accident and injury. Supplier will maintain records of health and safety training, accident, injury and illness at the workplace. Supplier will have appropriate first aid equipment available to employees at all times, the location of which will be prominently marked and communicated to employees.

## **Environment**

**Environment.** Supplier will develop, implement, and maintain environmentally-responsible business practices including reducing, reusing and recycling. Supplier will comply with all applicable environmental laws. Supplier will comply with regulations and environmentally-responsible standards including laws related to air emissions, water discharges, hazardous waste disposal, solid waste disposal product labeling and warning requirements, and environmental permitting and reporting, including obtaining and keeping current all records and registrations to be legally compliant at all times.

**Sustainability.** Supplier will demonstrate commitment to safeguarding the environment by reducing or eliminating water use, energy or raw material waste at the source; ensuring hazardous substances are managed and disposed of safely; and controlling, reducing or eliminating all air emissions of volatile organic chemicals, aerosols, corrosives, particulates and combustion by-products generated from its

operations.

## **Business Integrity**

**Business Practices.** Supplier will operate with the highest standards of business integrity and comply with all anti-corruption and anti-bribery laws, including the United States Foreign Corrupt Practices Act, the United States Travel Act, and all applicable local and international laws related to anti-corruption and bribery. Suppliers must not offer or accept any bribes, kickbacks, payoffs, or influence with government officials, or other unusual or improper payments, whether directly or indirectly, in any business arrangements. Supplier will respect Roland Foods' corporate policies of conflicts of interest, gifts and entertainment, and confidentiality. Supplier will honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and retention. Supplier will create, retain and dispose of business records in full compliance with applicable law, will responsibly use both the physical and intellectual property of Roland Foods, and conduct its business in a professional and ethical manner at all times.

**Financial.** Supplier will comply with Generally Accepted Accounting Principles (GAAP) or International Reporting Financial Standards.

**Compliance.** This Code of Conduct is based in part on the principles outlined in the International Labour Organization's 1998 *Declaration on Fundamental Principles and Rights at Work*. We expect all suppliers to develop and implement appropriate internal business processes to ensure compliance with this Code of Conduct.

Supplier must have a good working knowledge of regulations that apply to its business. Supplier is expected to communicate this Supplier Code of Conduct to all employees and to apply these same standards to its suppliers and subcontractors. Supplier must demonstrate compliance with this Code of Conduct upon our request.

We may utilize independent third parties to assess supplier compliance with this Code of Conduct. These assessments may include confidential interviews with employees and contract workers. Supplier agrees to permit such inspections, to make its books and records, employees and contract workers available to third-party auditors, and not to discriminate or retaliate against workers for comments made to such auditors. Any audit may occur with or without advance notice, at Supplier's expense, and will be unrestricted in scope. If a supplier fails to comply with any aspect of this Code of Conduct, it is expected to implement corrective actions. We reserve the right to terminate our relationship, including any pending POs, with any supplier that cannot demonstrate compliance with this Code of Conduct.

The provisions of this Code of Conduct are in addition to, and not in lieu of, the provisions of any purchase order or other agreement between supplier and Roland Foods.



### Supplier Acknowledgment

We have read, understand, and agree to abide by the Roland Foods Supplier Code of Conduct. We agree to remain aware and in compliance with all relevant laws and regulations of the countries in which we operate.

Supplier Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_