



## **SUPPLIER CODE OF CONDUCT**

### **ABOUT OUR SUPPLIER CODE**

At Lassonde Industries Inc. (“**Lassonde**”) we believe in acting as a reputable corporate citizen. We are committed to conducting all of our business activities in a socially responsible and sustainable manner. Our Supplier Code of Conduct (“**Supplier Code**”) sets out our expectations for suppliers in the areas of business integrity and anticorruption, labour practices, health and safety, and environmental management. It reflects our values and expectations, both of ourselves and our suppliers, agents, consultants and other third parties and business partners and their respective employees, directors and officers (each a “**Supplier**”, and collectively, “**Suppliers**”). Lassonde strives to do business with Suppliers who share its values and commitments. The expectations set forth herein draw upon international standards and best practices in the area of human rights and sustainability and are designed to provide Suppliers with a clear understanding of how they can meet Lassonde’s standards and conduct their business activities in compliance with applicable laws.

### **APPLICABILITY AND SCOPE**

Lassonde requires its Suppliers (i) to adhere to this Supplier Code and (ii) to implement its requirements in a manner that is appropriate and proportional to the nature and scale of their activities, the goods that they supply and the services that they perform. Suppliers must ensure that all outsourcing or subcontracting for manufacturing, assembly, tasks, raw materials, parts, and transportation of goods, as applicable, are in compliance with this Supplier Code. Lassonde reserves the right to request documented evidence of compliance.

While Lassonde recognizes that its Suppliers operate in different legal environments, the standards set forth in this Supplier Code operate as formal obligations and in some instances as a benchmark for acceptable conduct. Where applicable local laws or regulations impose less restrictive obligations on a Supplier, the Supplier is expected to adhere to the standards of this Supplier Code. Conversely, where applicable local laws impose greater obligations on a Supplier, the Supplier must comply with such laws and regulations. As such, this Supplier Code services as the minimum required for compliance. Under no circumstances shall a Supplier fail to adhere to the standards of this Supplier Code or applicable laws or regulations.

### **REQUIREMENTS FOR SUPPLIERS**

#### **Compliance and Human Rights**

Each Supplier must comply with all applicable laws, minimum industrial standards and regulations of each country that they operate in and must conduct their business with integrity and in an ethical manner. Each Supplier must respect human rights in accordance with applicable laws and the International Labour Organization (“ILO”) Core Labour Standards and Declaration on Fundamental Principles & Rights at Work.

### **Health and Safety**

Each Supplier must provide a safe, clean and healthy work environment and abide by all applicable laws and regulations with respect to health, safety and the environment. Each Supplier should provide appropriate safety procedures, training, preventative maintenance and protective equipment. Each Supplier should strive for continual improvement in safety performance and regularly review and update their safety programs and practices in a manner that ensures ongoing compliance with law and industry standards.

### **Discrimination and Harassment**

No Supplier may engage in, and each Supplier must impose clear measures that prohibit any form of discrimination<sup>1</sup> on the basis of age, race, colour, religion, gender, national, social or ethnic origin, sexual orientation, gender identity or inter-sex status, disability, marital or family status, union membership, political beliefs, pregnancy, pardoned conviction, veteran status or any other characteristic protected by law.

No Supplier may engage in, and each Supplier must impose clear measures that prohibit physical, mental, verbal, social, sexual or any other abuse, inhumane or degrading treatment, corporal punishment or any form of harassment.<sup>2</sup> This includes verbal, physical and written conduct. Each Supplier must comply with local laws in this regard.

### **Maternity Protection and Breastfeeding Mothers**

All workers who are pregnant or breastfeeding, including those in atypical forms of work, must not be required to perform work duties that pose a significant risk to the mother’s health or that of her child. It is unlawful to terminate a position of employment during a worker’s pregnancy or leave of absence for the birth of their child. Suppliers are prohibited from requiring a pregnancy test as consideration for employment. Women shall be provided with the right to one or more daily breaks to breastfeed their child, which shall be counted as working time and compensated accordingly.

### **Diversity, Equity and Inclusion**

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<sup>1</sup> Discrimination in employment means any distinction, exclusion or preference with respect to recruitment, hiring, firing, wages, working conditions or terms of employment made on the basis of personal characteristics unrelated to inherent job requirements, that impairs equality of opportunity or treatment in employment.

<sup>2</sup> Harassment is behaviour or communications, whether written or verbal, which a reasonable person would consider to cause offence or humiliation or affect the dignity of a person and, in the context of employment, results in an intimidating, hostile or offensive atmosphere.

Diversity, equity and inclusion are important pillars at Lassonde. Each Supplier is encouraged to adopt measures that foster diversity and inclusion within their own organizations, and to integrate diverse vendors into their processes so their own supply base reflects the diversity of society.

### **Environment and Climate Change**

Each Supplier should conduct their operations with minimal environmental impact. Each Supplier must respect the applicable environmental laws and regulations and adopt the required rules, procedures, contingency measures and management systems in order to ensure their operations are managed legally, safely, ecologically and sustainably. Each Supplier should take necessary measures in order to prevent pollution, and preserve, recycle and rationally use the natural resources required for their operations, implement relevant emergency response plans and procedures, take active measures to reduce greenhouse gas emissions and other pollutants and implement relevant environmental training programs for employees and management.

Each Supplier should also take the necessary measures to ensure the resiliency of their business and products and their impact on climate change.

### **Freedom of Association**

Each Supplier must comply with local laws and regulations regarding the activities of trade unions and their organizational activities. Each Supplier must recognize and respect the rights of employees to freely associate, organize and bargain collectively, in accordance with local laws and core conventions of the ILO. No Supplier may ever retaliate or discriminate against a worker, employee or contractor on the basis of the formation, joining or membership of a trade union or other association.

### **Forced and Child Labour and Human Trafficking**

Use of forced or compulsory labour by a Supplier is strictly prohibited. This includes work or services not voluntarily performed that is required or coerced from a person under threat (whether to such person or to someone that they know), force or penalty, or threatened abuse of law or legal process, including any kind of involuntary or compulsory, indentured or bonded labour, slavery, servitude or other slavery-like circumstances. Workers must not be required, as a condition of employment, to make a deposit or surrender any citizenship documents, government-issued identification, passports, work permits, identification documents, travel documents or any other documents necessary for free movement and termination of employment. Each Supplier must allow their workers the right to leave work and freely terminate their employment, taking into account legal notice period requirements.

Each Supplier must undertake reasonable measures and conduct reasonable due diligence on its own supply chains and operations to ensure there is no use of modern slavery, including without limitation, forced labour or child labour.

Each Supplier may only engage workers, employees and contractors that are permitted to work in the jurisdictions in which the Supplier requires them to work. No Supplier may engage any person under the age of 18 if the work in question would (or could reasonably be expected to):

- a) Be mentally, physically, socially or morally dangerous to a child;
- b) Deprive a child of the opportunity to attend school;
- c) Oblige a child to leave school prematurely;
- d) Require a child to attempt to combine school attendance with excessively long and heavy work;
- e) Otherwise interfere with a child's schooling.

No Supplier may employ any individual below the minimum age permitted by local law. Each Supplier must operate in compliance with local laws and the core ILO standards regarding child labour.

Suppliers are prohibited from engaging in or benefitting from any form of human trafficking. This includes the recruitment, transportation, transfer, harbouring or receipt of persons, by means of threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or a position of vulnerability. Giving or receiving payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation is strictly prohibited for each Supplier.

Each Supplier must ensure that all its workers, contractors and employees are aware of their rights to refuse unsafe work without fear of reprisal. Each Supplier must provide all its workers, contractors and employees with all required and necessary personal protective equipment for their role, including any necessary instruction on how to use such personal protective equipment.

Each Supplier must notify Lassonde immediately if it becomes aware or suspects the use of modern slavery (including, without limitation, forced labour or child labour) in its business operations or supply chains, including the scope and impact of such modern slavery on the Supplier's business relationship and contract(s) with Lassonde. Each Supplier must immediately notify Lassonde if it or any of its representatives become the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of modern slavery laws (including reporting laws, due diligence laws, criminal laws, etc.).

No Supplier may import any goods which have been produced (or are reasonably suspected to have been produced) in whole or in part with modern slavery, including the use of forced labour or child labour.

Lassonde may immediately terminate any contract with any Supplier that breaches any of the anti-modern slavery obligations set forth in this Supplier Code and/or where there is a risk of use of modern slavery in such Supplier's supply chains or business operations, and such Supplier shall indemnify Lassonde for any direct or indirect damages suffered by Lassonde as a result of such breach.

### **Minimum Wage, Working Hours and Equal Remuneration**

Each Supplier must provide workers with pay and benefits in a timely manner as required by local law and/or by the collective agreement or contract that governs workers, and comply with minimum wage and overtime pay requirements. Each Supplier must establish work schedules

and overtime policies, abiding by maximum hour and work week laws, rest period requirements, overtime, as well as vacation, holiday time and other local law requirements.

No Supplier may withhold wages from its workers, employees or contractors. No Supplier may engage a worker, employee or contractor who has been required to pay a recruitment fee (whether or not by such Supplier or on such Supplier's behalf) in order to secure work on its site or on such Supplier's behalf. No Supplier may require any worker, employee or contractor to work excessive overtime.

Each Supplier must provide all workers with clear and understandable employment documentation that complies with local laws and regulations and clearly sets out terms and conditions of employment, including working hours, remuneration and terms of payment. All labour contracts and related documents must be drafted in a language the workers understand. Each Supplier must provide workers with clear information about their rights and responsibilities. Written documentation of employment relationships must be maintained by the Supplier to demonstrate compliance with this Supplier Code.

Lassonde may immediately terminate any contract with any Supplier that breaches any of the minimum wage, working hours and equal remuneration obligations set forth in this Supplier Code, and such Supplier shall indemnify Lassonde for any direct or indirect damages suffered by Lassonde as a result of such breach.

### **Conflicts of Interest**

Each Supplier must always avoid situations of real, perceived or potential conflicts of interest. In doing so, each Supplier should adopt clear policies or processes on preventing and managing conflicts of interests. Each Supplier's relationship with Lassonde should be guided by acting in the best interest of Lassonde. Lassonde recognizes that Suppliers may be involved in business relationships with other companies, including Lassonde's competitors. These relationships should however never interfere, or appear to interfere, with any Supplier's ability to make an objective business decision regarding Lassonde and to fulfill its responsibilities towards Lassonde.

Each Supplier must refrain from providing direct or indirect improper personal benefits to Lassonde's employees, members of their families or persons with whom they share a close personal relationship. Some gifts and entertainment (e.g., a business courtesy such as a meal or an event that is attended with the Lassonde employee) can be accepted provided they are not lavish in the circumstances, cannot reasonably be interpreted as an improper payment and can be disclosed publicly without any embarrassment to Lassonde. For greater certainty, no gifts or entertainment are permitted during a request for proposals (or similar) process. Any situation involving a Supplier that may reasonably create even an appearance of conflict of interest should immediately be disclosed to Lassonde.

## **Competition**

Each Supplier must comply fully with all applicable antitrust and competition laws.<sup>3</sup> Violation of these laws, whether deliberate or accidental, can result in significant civil and criminal penalties, including imprisonment. Threats of retaliatory action against a competitor or suggestions of using predatory pricing are strictly prohibited. Joining with a competitor to arrange a boycott of a third party by refusing to buy its products or sell services to it is also not permitted under law.

## **Bribery and Corruption**

No Supplier may engage, directly or indirectly, in corruption, fraud, bribery<sup>4</sup>, kickbacks, money laundering, embezzlement, extortion or any other form of corruption. No Supplier may, directly or indirectly, give or receive improper business advantage or anything of value in exchange for preferential treatment. Each Supplier must comply with all applicable laws related to anti-corruption and anti-bribery.

## **Community Rights**

Lassonde strives to support local communities and seeks to build positive and sustainable relationships and partnerships with local communities across the Lassonde network. Lassonde believes its Suppliers should, where applicable, have a similar approach and engage smartly and respectfully with communities, promote local employment opportunities, increase their employee and stakeholder engagement practices and identify and foster business opportunities local communities.

## **Confidentiality**

Each Supplier must take all reasonable and necessary precautions to safeguard Lassonde's and its partners' information to which it has access, including not disclosing to anyone, inside or outside of Lassonde, unless disclosure is properly authorized, in connection with a clearly defined legitimate business need (*i.e.*, shared only on a "need-to-know" basis), and subject to a written confidentiality agreement.

## **Quality and Food Safety Standards**

Lassonde is committed to producing high quality and safe products across all of its brands. Therefore, each Supplier involved in any aspect of developing, handling, manufacturing, packaging, transporting, storing Lassonde's products is expected to:

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<sup>3</sup> Competition and antitrust laws generally: (i) prohibit any type of agreement between competitors that is likely to undermine, restrict or lessen competition or affect prices and (ii) prohibit companies in a dominant or strong market position from abusing their market power by practicing anticompetitive or monopolistic behaviour by using predatory pricing practices, pricing below cost, or exclusionary practices such as tying services to eliminate or exclude competitors and thus threaten to create a monopoly position.

<sup>4</sup> Bribery means directly or indirectly making a payment or giving a reward, advantage, kickback or benefit or anything of value to a foreign government official or to a government official of one's own country to obtain or retain business or any other improper advantage or for any improper or corrupt purpose, for the benefit of a Supplier. This includes directly or indirectly making a payment to a person knowing, or being reasonably expected to know, that the person will forward it, or have it forwarded, to a foreign or domestic government official. Commercial bribery means paying a secret bribe or commission to or conferring a secret benefit on an employee, representative or agent of any third party, without that company's knowledge, to induce the recipient to act or forbear to act in relation to that company's affairs.

- Comply with all applicable food safety laws and regulations;
- Comply with the local product quality standards, policies, specifications, and procedures that apply to the supplied products;
- Adhere to good manufacturing practices and testing protocols;
- Immediately report issues to Lassonde that could negatively affect the quality or public perception of a Lassonde product.

## **APPLICATION AND OVERSIGHT**

### **Monitoring and Record Keeping**

Each Supplier must maintain documentation to demonstrate their compliance with this Supplier Code in accordance with applicable law and, if applicable, the terms of their contractual agreement(s) with Lassonde.

Each Supplier must promptly provide Lassonde with any information or documentation reasonably requested by Lassonde (including any accompanying officer's certificates certifying the accuracy and completeness of such information) in order to permit Lassonde to comply with any applicable modern slavery reporting obligations (including, without limitation, the *Canadian Fighting Against Forced Labour and Child Labour in Supply Chains Act*, the United States *Uyghur Forced Labor Prevention Act*, and the California *Transparency in Supply Chains Act*, as applicable).

### **Audit**

Each Supplier must demonstrate compliance with this Supplier Code in a timely manner upon Lassonde's request. Lassonde reserves the right to verify compliance with this Supplier Code, and each Supplier must allow Lassonde to conduct site visits and inspections by Lassonde personnel or designated agents if reasonably necessary in Lassonde's discretion.

If a Supplier fails to comply with any aspect of this Supplier Code, such Supplier must provide immediate notice of the violation to Lassonde. Such Supplier must implement corrective actions immediately to address any contraventions of this Supplier Code. Lassonde reserves the right to terminate any agreement with any Supplier in the event of non-compliance with this Supplier Code.

### **Reporting Contraventions**

Anyone who believes that a Supplier has engaged in illegal, unethical or otherwise improper conduct, or conducted any other activity in violation of this Supplier Code is strongly encouraged to report such conduct using the contact information below.

Pierre Turner, Senior Vice President, Innovation, Quality, Sustainability	Lassonde Industries Inc. 755, rue Principale Rougemont, Quebec J0L 1M0 Telephone: (514) 878-1057, ext. 10768 E-mail: pierre.turner@lassonde.com
Caroline Lemoine, Chief Legal Officer and Secretary	Lassonde Industries Inc. 755, rue Principale Rougemont, Quebec J0L 1M0 Telephone: (514) 878-1057, ext. 10202 E-mail: caroline.lemoine@lassonde.com
Pascale Blais-Giroux, Regulatory Affairs and Sustainable Development Director	Lassonde Industries Inc. 755, rue Principale Rougemont, Quebec J0L 1M0 Telephone: (514) 878-1057, ext. 10253 E-mail: pascale.blais.giroux@lassonde.com
Thierry Dorval	Norton Rose Fulbright LLP 1, Place Ville Marie Suite 2500 Montreal, Quebec H3B 1R1 Telephone: (514) 847-4528 E-mail: thierry.dorval@nortonrosefulbright.com
Sean P. McConnell	Duane & Morris, LLP 30 South 17th Street Philadelphia, PA 19103-4196 Telephone: +1 (215) 979-1947 E-mail: spmccconnell@duanemorris.com
Or by calling the whistleblowing hotline or writing to the whistleblowing E-mail address	Telephone: 1 (877) WSL-BLOW / 1 (877) 975-2569 E-mail: whistleblowing@lassonde.com

**Protection against Retaliation**

Each Supplier must prohibit retaliation against any person for reporting, in good faith, contraventions of this Supplier Code, or for filing a complaint or testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a government enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit because an employee has reported an alleged prohibited conduct or participated in an investigation.



## **Training**

Each Supplier must have a training program available for their management and workers that achieves an appropriate level of knowledge, skills and abilities to ensure they understand Lassonde's expectations and this Supplier Code. Additionally, each Supplier must provide appropriate training to each of its workers, employees, agents, suppliers and contractors with respect to identifying and mitigating risks related to forced labour and child.