



Supplier Code of Conduct (Updated February 2024)

Nortera is committed to respecting and protecting the human rights, safety and dignity of the people who contribute to the success of our business. Accordingly, in addition to the points covered in the supply agreement with the Supplier, Nortera requires its Suppliers to conform to standards of business practices which are consistent with the following standards, and hereby reserves the right to make periodic, unannounced inspections of Supplier's facilities to satisfy itself of Supplier's compliance with the Nortera Supplier Code of Conduct.

1. GOOD STANDING

Supplier represents and warrants that (i) it is a legal entity duly organized and in good standing under the laws of the country, the state (or other governmental entity) of its organization, with full capacity to sue and to be sued; (ii) it is authorized to enter into and be bound by the terms of this Code; and (iii) neither this Code nor Supplier's performance hereof shall be a violation of any applicable law or the terms of any material contract, instrument or agreement to which Supplier is subject.

2. COMPLIANCE WITH APPLICABLE LAWS

Supplier shall comply with the legal requirements and standards of their industry under the national laws of the countries in which Supplier is doing business, including the labor and employment laws of those countries, and any applicable U.S. and Canada laws. Should the legal requirements and standards of the industry conflict, Suppliers must, at a minimum, be in compliance with the legal requirements of the country in which the Products are manufactured. If, however, the industry standards exceed the country's legal requirements, Nortera will favor Suppliers who meet such industry standards. Suppliers shall comply with all requirements of all applicable governmental agencies. Necessary invoices and required documentation must be provided in compliance with the Applicable Law. All Products shall be accurately marked or labeled with its country of origin in compliance with applicable laws and including those of the country of manufacture. All shipments of Products will be accompanied by the requisite documentation issued by the proper governmental authorities, including but not limited to, Forms, import licenses, quota allocations and visas and shall comply with orderly marketing agreements, voluntary restraint agreements and other such agreements in accordance with Applicable Law. The commercial invoice shall be, in the language requested by Nortera, accurately describe all the Products contained in the shipment, identify the country of origin of each article contained in the shipment, and shall list all payments, whether direct or indirect, to be made for the Products, including, but not limited to any selling commissions or royalty payments. Backup documentation, and any Nortera required changes to any documentation, will be provided by Suppliers promptly. Failure to supply complete and accurate information may result in cancellation or rejection of the Products.

3. MODERN SLAVERY, INVOLUNTARY AND FORCED LABOR

Nortera is committed to a work environment that is free from human trafficking and forced labor and will not knowingly work with Suppliers who engage in these practices. All workers have the right to engage in work willfully, without surrendering identification and without the payment of fees. Workers have the right to freedom of movement and our Suppliers must ensure it is afforded to them. Suppliers must also procure their raw materials for Products solely from sources that do not utilize forced labor or engage in human trafficking. Suppliers shall only use legitimate and reputable recruitment agencies, which are properly licensed to operate under Applicable Laws.

Supplier represents and warrants that the Supplier will at all times comply with laws of the United States and Canada, applicable state laws in the United States and Canada, and of countries where it does business which prohibit human trafficking or slavery, will not use forced or compulsory labor, i.e., any work or service that a worker performs involuntarily, under threat of penalty, and will ensure that the overall terms of employment are voluntary.

4. CHILD LABOR

Nortera does not tolerate the use of underage labor and will not knowingly work with Suppliers that utilize underage workers. Nortera considers underage workers as any individual younger than the local minimum working age, and/or those not abiding by the international standards as defined by the International Labor Organization (ILO) regarding age appropriate work governing family farming. Suppliers must comply with all age-related working restrictions as set by local law and adhere to international standards as defined by the International Labor Organization (ILO) regarding age appropriate work.

5. WORKING ENVIRONMENT

Suppliers must provide a safe and healthy working environment that complies with local laws and minimizes occupational hazards. If Suppliers provide residential facilities for their workers, they must be safe and sanitary. Supplier shall provide appropriate personal protection equipment. Supplier shall adequately train employees on local workplace safety practices, including emergency evacuation procedures. Supplier will provide systems and training designed to help prevent accidents and injuries.

6. FREEDOM FROM DISCRIMINATION AND HARASSMENT

Nortera respects cultural and individual differences, and believes discrimination should not be tolerated. Suppliers are expected to maintain a discrimination-free workplace and to employ legally-eligible workers based upon on their abilities, rather than their race, color, sex, pregnancy status, gender identity, marital status, political opinions, religion, age, disability, sexual orientation, social origin, national origin or any other characteristics unrelated to an individual's ability to perform the work required by the job. Nortera believes that all workers should be treated with dignity. Suppliers must not engage in, condone, or tolerate physical, verbal, mental or sexual harassment against or among their workers.

7. WORKING HOURS AND OVERTIME

Suppliers must not allow working hours that exceed the applicable legal limit and overtime work that is highly seasonal shall be on a voluntary basis but in all cases in accordance with applicable laws. Employees must be able to decline to work overtime without punishment or retaliation.

8. WAGES

Suppliers must provide wages and benefits that meet or exceed local law requirements and are paid/provided in a timely manner. Nortera encourages Suppliers to commit to the betterment of wages and benefits to improve the lives of workers and their families in the communities where they live.

9. FREEDOM OF ASSOCIATION

Nortera seeks Suppliers who productively engage workers and value them as critical assets to sustainable business success. This includes respecting the rights of workers to make an informed decision as to whether to associate or not with any group, consistent with all applicable laws.

10. ENVIRONMENTAL SUSTAINABILITY

Nortera seeks Suppliers that operate in compliance with all applicable environmental laws and work to minimize their use of natural resources and any negative impact their operations have on the environment. Supplier will document and maintain records of compliance with local and national environmental laws and regulations, including environmental permits and reporting requirements. Supplier shall have environmental monitoring systems which accurately measure and track operational and production impacts to air, water and other environmental system which may be deemed necessary. Supplier will identify and inventory all wastewater streams on an ongoing basis. Supplier must also install and maintain appropriately sized wastewater treatment systems to ensure pollutants are at or below legally required levels. Supplier will properly handle and store hazardous materials and waste and has a plan for dealing with discharges of hazardous wastes, and disposes of them in a safe and legal manner. Supplier will ensure that relevant staff have been adequately informed about the Supplier's significant environmental impacts and trained on the environmental management system. Supplier will minimize and monitor its impact on the environment where possible through a reduction in greenhouse gas emissions, energy efficiency initiatives, reduction and recycling of natural resources, including water and paper and packaging materials. Supplier shall maintain all licenses and other legally required environmental permits and business operating licenses necessary for the production of their products and operation of its facilities.

11. ANIMAL WELFARE

Nortera believes in the humane treatment of animals and expects Suppliers engage in practices that promote the welfare of animals. This includes providing an environment that is free from distress, cruelty, abuse, and neglect and that is consistent with all applicable laws and industry guidelines.

12. ETHICAL BUSINESS PRACTICES

Nortera seeks business partners who aspire to the highest ethical standards in their business practices and their interactions with Nortera. Nortera does not allow any exchange of favors, money, or gifts with our team members with the intent to influence business decisions. As with the other standards outlined herewith, Nortera and its team are held to the same standards and are strictly prohibited from engaging in solicitation of anything of value from Suppliers.

Supplier does not offer or accept bribes, kickbacks or other means of obtaining an undue or improper advantage. Supplier will disclose to Nortera any situation that may appear to be a conflict of interest, and disclose to Nortera if any employee or family member of Nortera may have an interest of any kind in Supplier's business or any economic ties to Supplier. Supplier will not engage in any collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of fair competition laws or antitrust laws that govern the jurisdiction in which Supplier conducts business.

Any Supplier, factory or manufacturer who violates this policy by offering or accepting any form of gift or gratuity to/from any associate, employee, agent or affiliate of Nortera will be subject to all loss of existing and future business, regardless of whether the gift or gratuity was accepted. In addition, a Supplier, factory or manufacturer who violates this policy, will be reported to the appropriate governmental authorities of the Supplier's respective and affiliated jurisdictions.

13. TRADE COMPLIANCE.

Suppliers must comply with the letter and spirit of all applicable import and export controls, sanctions, and other trade compliance laws of Canada and the United States and the laws of the applicable country(ies) where the transaction(s) occur(s).

14. COMPLIANCE.

Supplier shall keep, maintain and make available for Nortera's inspection at reasonable times books and records substantiating Supplier's verification, monitoring, auditing and training processes to ensure compliance with these standards. Supplier shall have in place written compliance policies and procedures relating to human trafficking and slavery which provide for verification, monitoring, auditing and training which also shall be made available at reasonable times for Nortera's inspection.

To ensure compliance with these standards, Nortera reserves all rights to conduct announced or unannounced on-site audits of Supplier's facilities, Supplier-provided housing, operations books and cords, and conduct confidential worker interviews in connection with any verification audit at reasonable times.

Supplier will ensure its policies and procedures regarding human trafficking and slavery are in compliance with prevailing federal, state or local country laws and also Nortera's policies and procedures regarding same. Supplier shall incorporate the substance of this clause into

all its contracts with lower tier suppliers who provide products to Supplier for incorporation or use in Supplier's Products for Nortera.

Supplier agrees to provide such information as Nortera may reasonably request to enable Nortera to comply, and to facilitate Nortera's compliance, with applicable federal, state, and local statutes, rules, regulations, ordinances, orders, and other imperatives (collectively, "Requirements"). Supplier further agrees to comply with such rules as may be promulgated by Nortera with respect to such Requirements.

15. ACCEPTANCE OF STANDARDS AND SUPPLIER CODE OF CONDUCT

Supplier has read the principles and terms described in this document and understands its business relationship with Nortera is based upon its company being in full compliance with these standards. Supplier further understands that failure by a Supplier to abide by any standards stated herein may result in the immediate cancellation by Nortera of all outstanding orders with that Supplier and refusal by Nortera to continue to do business in any manner with said Supplier. Supplier is responsible for prompt reporting of any actual or suspected violations of law, these standards and any contractual relationship with Nortera.

This Supplier Code of Conduct is being signed by the undersigned as a corporate representative of its company, to acknowledge, accept and agree to abide by the standards, terms and conditions set forth herein between Supplier and Nortera. The undersigned hereby affirm that all actions, legal and corporate, to make these standards for Suppliers binding and enforceable against Supplier have been completed.

16. REPORTING VIOLATIONS

Supplier shall promptly report any actual or suspected violations of law or of the Nortera Supplier Code of Conduct to Nortera. This includes any violations by any employee or agent acting on behalf of either the supplier or Nortera and its affiliates.

You may report a violation by email to the office of the General Counsel (notifications.legal@norterafoods.com).

Alternatively, violations to the Supplier Code of Conduct may be reported anonymously and confidentially through a third-party reporting system as follows:

Online through a secure website <https://integritycounts.ca/org/norterafoods>

By email at : norterafoods@integritycounts.ca