

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

June 1, 2017

Roland Foods, LLC, American Roland Food Corp. 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 and 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 sets forth standards and expectations for the supplier with whom Roland Foods does business and includes all parents, subsidiaries, and affiliate 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 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, the Supplier commits that all its operations are subject to the provisions contained in this Code. The standards of this Code 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 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.

**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.

**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.

**Anti-Discrimination and Fair Treatment.** Supplier will not discriminate against any worker based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion, sexual orientation, or union membership, 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.

**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.

**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 provide workers with pay and benefits as required by law, including compliance with minimum wage and overtime requirements and will pay employees in a timely fashion.

**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.

## **Health and Safety**

**Workplace Health and Safety.** Supplier will provide workers with a safe, clean and healthy work environment. 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 manufacture 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 us. 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.

## **Environment**

**Environment.** Supplier will develop, implement, and maintain environmentally-responsible business practices. Supplier will comply with all applicable environmental laws. Supplier will comply with regulations and standards including laws related to air emissions, water discharges, hazardous 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**

**Anti-Corruption and Anti-Bribery.** 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.

**Financial.** Supplier will comply with General Accepted Accounting Principles (GAAP) or International Reporting Financial Status (IRFS).

**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 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 employees and contract workers available to third-party auditors, and not to discriminate or retaliate against workers for comments made to such auditors.

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 with any supplier that cannot demonstrate compliance with this Code of Conduct.

The provisions of this Code 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.

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

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

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

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

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