

Supplier Code of Conduct

Our Commitment

We at Dayka & Hackett LLC, Fresh Select LLC, Fresh Pac LLC, Frutura Texas LLC, Kool Kountry LLC, and TerraFresh Organics LLC, subsidiaries of Frutura, LLC (collectively referred to as the “Companies”) are committed to complying with applicable law, doing business with integrity, and treating employees with dignity and respect. The Companies want to work with suppliers who share these commitments.

This Code sets out the standards that we expect our Suppliers to comply with when producing and supplying products or labor for the Companies no matter where they operate in the world. We expect Suppliers to:

- Conduct business ethically and in compliance with all applicable laws and regulations, including employment, labor, environmental, human rights, worker safety, product safety, anti-bribery, and trade laws and regulations
- Support the human rights of workers in alignment with International Human Rights and Labor Standards
- Treat people with respect
- Maintain safe and healthy working conditions; and
- Strive to protect the environment.

We expect Suppliers to comply with this Code and to extend these standards and requirements to all suppliers they employ on our behalf (“Supplier Partners”). In addition, Suppliers should conduct business in alignment with International Human Rights and Labor Standards.

Whistleblower Protection

We expect Suppliers to provide Employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. Suppliers may also ask questions or raise concerns directly to the Companies as indicated in the *Reporting Suspected Violations* section of this Supplier Code, below.

Compliance of Facilities and Subcontractors

Supplier is responsible for ensuring compliance with the Code throughout its operations and the supply chain. Supplier shall maintain the ability to trace all components or ingredients of the products/services to their source, and upon request, provide the Companies with the names, addresses, and contact information for each entity in the Suppliers' supply chain including, but not limited to, suppliers, agents, affiliates, or Subcontractors ("Supplier Partners").

All Facilities and Supplier Partners engaged in the production of products/services provided (sold) to the Companies are required to be disclosed to and approved by the Companies. Supplier shall seek to ensure that those Facilities and Supplier Partners who are engaged in activities related to the Companies conduct business in a manner consistent with this Code and Applicable Laws and Regulations.

Supplier Selection Preferences – In our commitment to responsible and sustainable business practices, the Companies seek to select and source from suppliers that not only comply with the Code, but that set and implement their own responsible sourcing policies. We prefer to work with suppliers who contribute positively to our local community and exhibit a low environmental impact. By favoring local suppliers, we can strengthen our ties with the community and minimize our ecological footprint. We also place a premium on suppliers who hold certifications that align with our sustainability goals.

Human Rights and Labor Standards

The Companies recognize the inherent dignity of all individuals. We are committed to upholding and respecting human rights in all aspects of our business operations.

Employment is Freely Chosen – All Employees, contractors, and temporary workers shall work on a voluntary basis and not be subject to any physical, mental, or sexual exploitation, such as forced, bonded, or indentured labor.

Suppliers and Supplier Partners shall not subject Employees to any forms of coercion, fraud, or deception.

Suppliers and Supplier Partners shall not support or engage in slavery or human trafficking in any part of the supply chain.

Employees shall maintain possession of and have control of their own personal identity and travel documents.

Employees' freedom of movement shall not be restricted; nor shall Employees be prevented from terminating employment.

Working Hours – Employees shall not be mandated to work hours or complete production quotas that result in a violation of applicable legal working-hour requirements. Suppliers and Supplier Partners may require overtime hours from Employees if all applicable laws and regulations pertaining to those hours are followed.

Wage Deductions – Wages shall not be withheld except as mandated and/or as permissible by law.

Employment Agencies – Suppliers and Supplier Partners shall only use employment agencies that are permitted by law to operate and shall ensure that recruitment of Employees, whether directly or indirectly, follows the Code, Applicable Laws, and Regulations. To the extent prohibited by law, Employees shall not pay any fees or related costs incurred for the purpose of being hired or as a condition of employment.

Freedom of Association – Employees shall have the right to freedom of association and shall not face unlawful retaliation, harassment, or intimidation for exercising these rights as defined by applicable laws.

Working Conditions are Safe and Hygienic – Suppliers and Supplier Partners are responsible for complying with all applicable safety and health laws. Suppliers are responsible for identifying, assessing, and mitigating health and safety hazards and security concerns. They are responsible for conducting health and safety training and communicating health and safety information in local languages. Training should be provided to all Employees at the start of employment and at appropriate intervals thereafter. Employees should be provided with ready access to clean toilet facilities, potable water, and sanitary food preparation, storage, and eating facilities.

Child Labor and Young Workers – All Employees shall be of at least legal age established by local law. If the local law does not set a minimum age, Employees must be at least sixteen (16) years old. Official and verifiable documentation of each Employee's date of birth, or a legally recognizable means of confirming each Employee's age, shall be maintained. Employees under the age of eighteen (18) shall not engage in any hazardous work or work that jeopardizes their health or safety. Legal restrictions on working hours for employees under the age of eighteen (18) must be respected.

Wages and Benefits – Employees shall be paid at least the legal minimum and overtime wages for hours worked and provided all legally mandated benefits. Wages shall

be paid via a legally required schedule and manner (i.e., following the method and timing of payment and documentation requirements, such as required itemized wage statements. Accurate payroll and production records shall be maintained.

Non-Discrimination & Harassment – Suppliers and Supplier Partners must treat Employees with respect and dignity. They should not tolerate any form of harassment or discrimination based on any characteristic protected by applicable law. Behavior that creates an intimidating, offensive, abusive, or hostile work environment is unacceptable. Physical or mental punishment or abuse of any Employee is never permissible.

Food Safety and Security

Food safety is of paramount importance to the Companies. Relevant Suppliers must have robust food safety systems in place. Food security is also critically important. Relevant Suppliers must have robust food security systems in place. Any concerns about food safety or security must be immediately reported to the Companies.

Bribery and Corruption

Suppliers and Supplier Partners must conduct their business in compliance with all laws prohibiting bribery and other corrupt practices. Their business operations around the world must comply with applicable anti-corruption laws. These laws prohibit Suppliers or Supplier Partners from offering or giving anything of value to a government official or their family members to influence that person in their official duties or to encourage improper or unlawful conduct. Bribes offered to private businesspeople are also prohibited.

Our rule is clear: Don't bribe anybody, anytime, for any reason.

Violations of the Code will be brought to the attention of the Supplier and may lead to the end of the business relationship.

Anti-Money Laundering – Suppliers and Supplier Partners are prohibited from engaging in or facilitating transactions that involve funds that were derived from illegal activities. They must comply with all applicable anti-money laundering laws, rules and regulations of the U.S. and all other countries where they do business.

Gifts, Gratuities, and Business Courtesies – Suppliers and Supplier Partners must not offer or provide business gifts or hospitality to gain an unfair uncompetitive advantage. Do not offer any of the Companies employee any gift or hospitality that is frequent, extravagant, or that does not comply with applicable law or the Companies’ policies.

Social and Environmental Compliance

The Companies expect Suppliers and Supplier Partners to conduct business in an environmentally responsible and sustainable manner, including resource-efficient consumption of energy, water, and other natural resources, minimizing waste and diversion from landfills, and reducing harmful chemical use. The Companies require Suppliers to provide chemical information to a third party to support minimization of potential risk from chemicals in their operations. At a minimum, Suppliers should comply with all applicable laws and regulations. Suppliers should maintain all required environmental permits, approvals, and registrations and follow all relevant operational and reporting requirements.

The Companies require Suppliers to complete a social and environmental self-assessment and encourages Suppliers and Supplier Partners to proactively minimize their impact on the environment (including with respect to energy and water use, air emissions, greenhouse gas emissions, waste, pollution, hazardous materials, and recycling). Suppliers may be required to undergo periodic (i.e., annual audits) and/or submit unedited audit reports and Corrective Action Plans from relevant audits conducted (i.e., SMETA, Global Gap, audits).

The Companies require Suppliers to work towards improved performance in cases of noncompliance with applicable laws and regulations. Suppliers must remediate non-compliance issues on a prompt basis or risk contract termination or non-renewal within the agreed timeframe.

Emergency Preparedness and Response – Suppliers should identify and plan for emergency situations and should implement and provide guidance to Employees on emergency response procedures, including emergency reporting, alarm systems, worker notification and evacuation procedures, drills, fire detection and suppression equipment, exit facilities, and recovery plans.

Implementation Principles

Management Systems – Suppliers shall establish appropriate management systems, including compliance policies and procedures, to implement the requirements of this Code.

Reporting Suspected Violations – Suppliers must train their supervising and management-level employees on the obligations created by this Code and must instruct them to report any violations of this Code. Suppliers must not retaliate against Employees for making good faith reports of suspected misconduct.

Supplier is responsible for promptly reporting any violations of this Code, either by the Supplier, the Supplier Partners, or by the Companies. Reports can be made to the Companies via its confidential hotline at 559-648-2288 or via email:

- **Dayka & Hackett:** DHsupplierhotline@daykahackett.com
- **Fresh Pac:** FPsupplierhotline@freshpacllc.com
- **Fresh Select:** FSsupplierhotline@freshselectllc.com
- **Frutura Texas:** FTsupplierhotline@fruturatexas.com
- **Kool Kountry:** KKsupplierhotline@koolkountry.net
- **TerraFresh Organics:** TFOsupplierhotline@terrafreshorganics.com

Suppliers acknowledge that the Companies have no obligation to investigate complaints it receives relating to the Supplier's operations. Suppliers acknowledge that they are independently obligated to ensure that their company and Partners are following this Code and applicable laws and regulations.

Corporate Records – All records necessary to verify compliance with the Code, applicable laws, and regulations shall be maintained and available upon request of the Companies or their agents. Records must be accurate and complete, and Suppliers may not alter or falsify records. This requirement also applies to any employment agencies used by the Supplier or Supplier Partners. Records include, but are not limited to, licenses, permits, certifications, policies and procedures, and Employee and Facility records.

Amendments to Supplier Code of Conduct – The Companies reserve the right to revise this Code.



Communicating the Code of Conduct – The Companies expect its Suppliers to communicate with and educate Employees and Supplier Partners about this Code. The Companies expect Suppliers to maintain appropriate compliance training programs for managers, Employees, and Supplier Partners.

Enforcement – The contents of this Code are additional to and do not impact [COMPANY’S] rights and remedies under relevant contracts with Suppliers. The enforcement and interpretation of this Code rests solely with the Companies.

No Rights Created – This Code does not create an employment relationship or an employment contract. This Code is not intended to and does not create any obligations to or rights in any employee, client, supplier, shareholder or any other person or entity.

SUPPLIER ACKNOWLEDGEMENT

I have read the Companies’ Supplier Code of Conduct and confirm that Supplier complies with and will continue to comply with the standards outlined.

Company Name

Name of Company Representative

Signature

Date