

THE BUMBLE BEE SEAFOOD COMPANY - SUPPLIER CODE OF CONDUCT

1) BACKGROUND TO THIS SUPPLIER CODE OF CONDUCT

- a) This Supplier Code of Conduct is issued by Bumble Bee Foods, LLC; Clover Leaf Seafoods Corp.; Connors Bros. Marine Corp.; Anova Holding Company (parent of CTS, ATS and PT Seafood and PT Asindo); and their respective subsidiaries. For sake of simplicity, this Code will refer to these businesses as the “Company.”
- b) The Company is committed to doing business legally and ethically. That includes obeying all anti-bribery laws, practicing social responsibility, protecting the environment, and actively promoting the sustainability of the food sources that the Company sells to its valued customers. The Company expects the same commitment from its suppliers.
- c) The Company requires written acknowledgement and compliance with this Supplier Code of Conduct, or to the Supplier’s own Code of Conduct – if it meets all the requirements this Code.
- d) The Supplier agrees to allow the Company to use third party auditors – including third party auditors arranged by Company customers – to validate compliance with this Code. To that end, the Supplier agrees that it will fully cooperate with the audit process by providing access to employees for interviews, and providing all relevant records to the Company, its designated auditors, or both.
- e) The Supplier acknowledges that any violation of this Code may jeopardize the Supplier’s business relationship with the Company, up to and including the termination of the business relationship with the Company.

2) FOOD SAFETY

- a) The Supplier agrees to supply ingredients, materials and finished products that are safe for human consumption, unadulterated, and in compliance with all applicable laws and regulations – including the laws of the country of final importation and marketing.

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3) FORCED LABOR AND HUMAN TRAFFICKING

- a) The Supplier agrees that it will not use any slave labor, prison labor, or permit human trafficking in its supply chain, and will hire workers directly whenever possible.
- b) The Supplier specifically agrees that its employees:
 - i) Will work on a voluntary basis and will not be exploited for forced, bonded, prison, indentured labor, or any sexual purpose;
 - ii) Will not be prevented from terminating employment;
 - iii) Will not have their wages manipulated or withheld – unless required by law;
 - iv) If hired or recruited through employment agencies or recruiters, will ensure agents:
 - (1) Are operating legally, licensed, or certified by competent authority in country of operation;
 - (2) Do not extract unreasonable or unlawful fees from employees as a condition of hiring (any fee charged must be disclosed in advance and documented in language understandable to the worker);
 - (3) Do not engage in fraudulent recruitment practices that make workers vulnerable to labor exploitation and abuse; or
 - (4) Deduct or withhold wages from employees – unless required by law.

4) CHILD LABOR

- a) For the purposes of this Code, the term “child” refers to any person under the age of 15, or under the age of completing compulsory education, or under the minimum age of employment in the person’s country, whichever is higher.
- b) The Supplier agrees that it will not use any child labor – defined as employing a person in violation of an operative law that prohibits employment of persons under a specified age.
- c) The Supplier specifically agrees that:

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- i) Its employees are of legal age under applicable law;
- ii) It has a process to verify the age of its employees privately and respectfully;
- iii) It will produce upon request verification of each employee's age;
- iv) Its employees will not perform work that could jeopardize their health, safety, or morals;
and
- v) It will have a child labor remediation policy and procedure promoting the protection of
potential child workers.

5) FOREIGN OR MIGRANT WORKERS

- a) If the Supplier employs foreign or migrant workers – either land-based or sea-based, the
Supplier agrees to assure that these workers will be employed in full compliance with applicable
labor and immigration laws.

6) ABUSE OF, AND DISCRIMINATION AGAINST, EMPLOYEES

- a) The Supplier agrees that it will treat its employees with respect and dignity.
- b) The Supplier specifically agrees that:
 - i) It will not sexually, physically, verbally, or psychologically abuse or intimidate any employee.
 - ii) It will not treat any employee or any prospective employee differently on account of age,
gender, race, national origin, maternity, sexual orientation, physical characteristic, or
disability.

7) EMPLOYEE COMPENSATION, WORK HOURS, AND TIME OFF

- a) The Supplier agrees that it will comply with applicable minimum wage, maximum hours, and
overtime laws and regulations.
- b) The Supplier specifically agrees that:
 - i) It will make no deductions from employee wages that are not required by law, or as agreed
to in a signed contract with consent and understanding of the worker;

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- ii) It will not use wage deductions to hold workers in debt bondage, or to tie them to a particular job or employer;
- iii) It will not delay, defer, or withhold compensation unless required by law;
- iv) It will pay full compensation due directly to employees or to accounts under the employees' direct control at least monthly, or more frequently if required by law;
- v) It will provide workers a wage statement or pay slip at time of payment;
- vi) Workers will not be required to work more than the number of hours permitted by applicable law or collective agreements, whichever affords the greater level of protection for workers;
- vii) For land-based work, workers will be provided with weekly rest as required by law. Where the law is silent, normal working hours will not exceed eight per day and 48 per week, total working hours including overtime will not exceed 60, and one day of rest per seven-day work period will be provided;
- viii) It will inform employees of overtime work obligations both before hiring and before a particular shift; and
- ix) It will allow employees to refuse to work overtime without penalty or retaliation, and it will not use overtime as a disciplinary measure.

8) EMPLOYMENT CONDITIONS AND CONTRACTS

- a) The Supplier agrees to:
 - i) Provide workers written contracts of employment in a language understood by them, clearly indicating their rights and responsibilities and conditions of employment, including wages, benefits, working hours, locations of the work, living conditions, housing and associated costs, work-related hazards, and other working and employment conditions;

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- ii) Provide all workers a copy of their signed employment contracts prior to commencing work, or prior to deployment. For workers with difficulty understanding their written contract, the Supplier will provide them a comprehensive verbal explanation of the contract's terms and conditions;
- iii) Not use supplemental agreements, or substitute a contract, or change a provision of a contract with terms that are in any way less favorable to a worker;
- iv) Ensure that the notice period for workers to terminate their contracts will not exceed what the law requires, or one month if no local law applies; and
- v) Not penalize workers for termination of their employment contracts upon rendering required notice.
- vi) Where legally required:
 - (1) Not require HIV, pregnancy, birth control, or any similar tests as a condition of employment;
 - (2) Verify – and produce when requested – each employee's age, legal immigration, and employment authorization status;
 - (3) Verify – and produce when requested – that employees have received all legally required benefits, including – but not limited to – vacation, sick, and holiday time; and
 - (4) Take employee actions – for example, reductions in pay, suspensions, and terminations – only in accordance with applicable employment contract terms, and in compliance with applicable law.

9) EMPLOYEE ASSOCIATION AND COLLECTIVE BARGAINING

- a) The Supplier agrees to:
 - i) Allow employees to freely associate, organize, and collectively bargain under applicable laws and regulations;

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- ii) Refrain from interfering with, penalizing, or retaliating against employees who lawfully associate, organize, and collectively bargain; and
- iii) Unless otherwise restricted by law, allow alternative means of independent and free association and bargaining for all workers – for example, worker representatives and worker welfare committees.

10) EMPLOYMENT RECORDS

- a) The Supplier agrees to:
 - i) Maintain accurate payroll and production records for employees;
 - ii) Maintain accurate employment records for all employees – including contracts of employment, as well as those pertaining to hiring, compensation, benefits, and employment actions (for example, adverse actions and terminations); and
 - iii) Allow the Company, or its designated auditor, access to these records upon request.

11) EMPLOYEE HEALTH AND SAFETY

- a) The Supplier agrees to:
 - i) Provide workers with safe and hygienic working and living environments in accordance with prevailing industry standards;
 - ii) Comply with all applicable safety laws, regulations, and codes; and
 - iii) Provide for the safety of all employees seeking to prevent accidents and incidents – particularly for fire, chemical, electrical, or any other environmental hazards related to the Supplier's business;
 - iv) Provide to employees – at no cost – protective clothing, gear, or both, to guard against injury – including vision, hearing, ventilation, and skin protection;
 - v) Provide safety education to all employees on emergency procedures and training pertaining to hazards and the proper use of protective gear;

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- vi) Provide employees with sanitary facilities, clean drinking and bathing water, clean food preparation areas and facilities;
- vii) Provide gender-separate private sleeping quarters away from production areas if the employer provides housing; and
- viii) Provide an effective, confidential grievance process that provides a means by which any employee or crew member, acting individually or with others, can submit a grievance without suffering prejudice or retaliation of any kind, including raising complaints or grievances anonymously.

12) ENVIRONMENTAL PROTECTION

- a) The Supplier agrees to:
 - i) Control and treat wastewater and solid waste generated from operations as required by all applicable laws and regulations;
 - ii) Control and treat air emissions generated by operations as required by all applicable laws and regulations; and
 - iii) Conserve natural resources, and make efforts to measure and reduce energy use, water use, and wastewater and solid waste generation associated with its operations.

13) COMMITMENT TO ANTI-BRIBERY

- a) General Prohibition
 - i) Bribery of any type for any reason is illegal. Bribery can result in significant criminal penalties – to include imprisonment and fines for individuals, and significant fines against the Company with resultant damage to the Company's business reputation.
 - ii) The Supplier agrees that it must never offer to pay, pay, promise to pay, or authorize the payment of money or anything of value to anyone to secure any improper advantage to obtain or retain business.

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- b) Bribery involving government agencies and officials
 - i) The Company is particularly committed to honest, ethical, and transparent communications and dealings with domestic and foreign governments, and their agencies and officials. The Supplier agrees that it must never offer to pay, pay, promise to pay, or authorize the payment of money or anything of value to any government entity, official or employee to influence any act or decision in his or her official capacity, or to secure any other improper advantage to obtain or retain business.
 - ii) The Supplier agrees that it must never make what is called a “facilitation payment” – that is, giving money or anything of value to a government official to perform, or expedite performance of an existing duty.
- c) Meals, travel, gifts, and entertainment
 - i) The Company and Supplier agree to pay for own respective travel costs – including airfare, ground transportation, meals, and any other incidental travel expenses.
 - ii) The Supplier will not provide lavish, socially inappropriate, or frequent meals, gifts, or entertainment to the Company or Company employees.
 - iii) The Supplier will not give the Company or Company employees gifts in the form of cash or cash equivalents (for example, gift cards or credit cards) in any denomination.

14) CONFLICT MINERALS

- a) The Supplier represents that no products or goods sold to the Company contain any “Conflict Minerals” as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act – Title 15, United States Code, Section 78m(p). Supplier specifically represents that any tin, tungsten, tantalum and gold (otherwise referred to as “3TGs”) in their products sold to the Company were not sourced Democratic Republic of the Congo and surrounding regions.

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15) AUDIT

- a) The Supplier agrees to:
 - i) Allow the Company or its designated third party to audit – with or without advanced notice – the Supplier’s facilities, and books and records concerning all matters covered in this Code;
 - ii) Allow the Company or its designated third-party unfettered access to the Supplier’s employees for the purpose of interviewing them regarding compliance with this Code; and
 - iii) Fully cooperate with any audit, and not to withhold any information from auditors.

16) COMPLIANCE AND CONSEQUENCES OF NON-COMPLIANCE

- a) If the Supplier engages or attempts to engage in any act of bribery as outlined in Section 13, the Company will immediately terminate its agreements with the Supplier.
- b) If the Supplier fails to comply with any other aspect of this Code or any applicable laws and regulations, it will immediately implement corrective action.
- c) If the Supplier is unable to timely demonstrate compliance with any applicable laws and regulations as well as this Code through immediate corrective action, the Company will terminate its agreements with the Supplier.
- d) If terminated, the Company may consider resuming its business relationship with the Supplier, but only after the completion of an audit that satisfies the Company that the Supplier complies with any applicable laws and regulations as well as this Code.
- e) The Company may – at its own choosing – require the Supplier to put in place and follow a written improvement plan.

17) REPORTING CONCERNS

- a) The Company encourages the Supplier to report any business conduct question or concern to Company personnel or through Ethics Point, an independent professional reporting service retained by the Company to receive questions or business conduct concerns. The Supplier or its

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employees may use this system to report concerns anonymously. The system is accessed at www.bumblebee.ethicspoint.com.

18) CALIFORNIA TRANSPARENCY IN SUPPLY CHAINS ACT OF 2010

- a) Under the California Transparency in Supply Chains Act of 2010, the Company provides the following information to demonstrate its efforts to eradicate slavery and human trafficking from its direct supply chain:
 - i) The Company's suppliers certify that materials incorporated into our products comply with the laws regarding slavery and human trafficking of the country or countries in which they conduct business.
 - ii) As part of regularly scheduled internal quality assurance audits, the Company ensures that suppliers received and understand this Supplier Code of Conduct.
 - iii) The Company reviews the extent of controls that suppliers have in place to ensure compliance with Company standards regarding human trafficking and slavery. Also, based on perceived risk, the Company commissions third party, independent, semiunannounced audits, or verifications of its supply chain to evaluate and address the risk of human trafficking and slavery, or to evaluate compliance with Company standards for human trafficking and slavery.
 - iv) The Company maintains internal accountability standards and procedures for its employees and contractors who fail to meet company standards regarding slavery and human trafficking.
 - v) Because the Company believes that mitigating associated risks is attained through supplier guarantees, periodic quality assurance audits, and third-party audits, at present the Company does not provide its employees or those with direct responsibility for supply chain management any formal training on human trafficking and slavery.