



# Bumble Bee Seafood Company Supplier Code of Conduct

## BACKGROUND

This *Supplier Code of Conduct* (this “Code”) governs the obligations of direct suppliers (each a “Supplier”) to Bumble Bee Foods, LLC, Clover Leaf Seafoods Corp., Connors Bros. Marine Corp., Anova Holding Company, and their respective subsidiaries (collectively, the “Company”). This *Supplier Code of Conduct* also outlines the obligations of Suppliers and the rights of the Company in the event that a Supplier is determined to be out of compliance with these terms or any similar terms contained in agreements between the Supplier and the Company or applicable law. The Company takes compliance very seriously and is committed to engaging suppliers that conduct business legally, ethically, and in compliance with all applicable laws, and that respect human and environmental rights.

The Company requires acknowledgement (which may be transmitted electronically) of receipt and compliance with this Code. The Supplier may also provide a copy of its own Code of Conduct which the Company will consider and may, if agreed in writing, accept in lieu of compliance with these terms. If the Company accepts the Supplier’s Code of Conduct then the Company has the same rights and remedies described here in the event of the Supplier’s failure to abide by its Code of Conduct or applicable law.

Suppliers shall ensure that their own suppliers, subcontractors, and business partners adhere to the principles outlined in this Supplier Code of Conduct. Suppliers are responsible for monitoring, enforcing, and maintaining compliance across their supply chain, ensuring that all entities involved in their operations meet the same ethical, environmental, and labor standards. Suppliers must implement due diligence processes and actively promote responsible practices to maintain integrity and accountability throughout their supply chain.

The Company may use third party auditors to review the Supplier’s operations as further described in this Code. The Supplier acknowledges that any non-compliance with this Code may jeopardize the Supplier’s business relationship with the Company and that Company may elect to terminate its business relationship with the Supplier.

## **COMPLIANCE WITH LAWS**

The Supplier will at all times in the course of all dealings with the Company comply with this Code and all applicable laws including without limitation those related to forced labor, anti-bribery, anti-corruption, international trade, and anti-money laundering compliance, including the regulations of the U.S. Department of Homeland Security's Customs and Border Protection, the U.S. Department of Treasury, the U.S. Department of Justice, and the U.S. Security and Exchange Commission. The Supplier will promptly notify the Company of any "Compliance Incidents" involving the product which include detention or seizure of product; agency action such as investigations, warnings, notices of violation, and non-compliant audits; evidence or findings of labor violations, and any other actual or alleged incident of noncompliance with this Code or applicable laws. The Supplier will cooperate with the Company to resolve all Compliance Incidents at the Company's direction.

If the Supplier fails to abide by this Code then the Company may: immediately suspend orders of product; refuse to accept the product; require that the Supplier arrange for reexport and destruction of its product; require Supplier to exclude its downstream suppliers from Bumble Bee's supply chain until all necessary corrective actions are taken. The Company may also elect to audit the Supplier, and to require the Supplier's compliance with corrective actions as a condition of continuing the business relationship. These rights are not exclusive.

## **HUMAN RIGHTS**

The Company respects international human rights principles aimed at promoting and protecting human rights, including the United Nations Declaration of Human Rights and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work. The Company takes human rights seriously and values the rights and freedoms of all persons that contribute to the safe and ethical procurement and production of the Company's products. The Company is committed to engaging Suppliers that actively manage the risk and prevent the use of forced labor, human trafficking, and other unlawful labor practices in their supply chains.

More information concerning the *United Nations Universal Declaration of Human Rights* at may be found at this link:

[https://www.ohchr.org/sites/default/files/UDHR/Documents/UDHR\\_Translations/eng.pdf](https://www.ohchr.org/sites/default/files/UDHR/Documents/UDHR_Translations/eng.pdf)

## **Forced Labor and Human Trafficking**

The Supplier will not use any forced, bonded, indentured or other involuntary labor including labor derived from human trafficking ("forced labor") nor require the surrendering of identification materials as a condition of employment. Personnel will work on a voluntary basis and will not be prevented from terminating their engagements with the Supplier. The Supplier will not provide the Company with any products that were obtained or produced with the use of forced labor at any point in the supply chain. The Supplier will not provide the Company with any products that were mined, manufactured, or produced with forced labor of the Uyghur people in the People's Republic of China ("PRC"). The Supplier will not provide the Company with any products that were otherwise obtained, processed, or produced in any way with labor or inputs from the Xinjiang Region of PRC or North Korea.

### **Child Labor**

The Supplier will only employ workers who meet the applicable minimum legal age requirement, and in no event employ any person under the age of 16 even if local law permits otherwise. In addition, the Supplier will comply with all local legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages, and working conditions. The Supplier will have an effective process to verify the age of its employees to ensure compliance with this policy.

## **GENERAL LABOR AND EMPLOYMENT CONDITIONS**

The Supplier agrees that it will treat its personnel with respect and dignity at all times and that it will not abuse employees, engage in unlawful payment practices, or unlawfully discriminate against employees on the basis of age, sex, race, color, nationality, disability, genetic information, or otherwise in violation of law.

### **Foreign or Migrant Workers**

If the Supplier uses foreign or migrant workers – either land-based or sea-based – then the Supplier will ensure that these workers will be engaged in full compliance with applicable labor and immigration laws. Workers shall not be required to pay recruitment fees or related costs as a condition of employment. Suppliers shall bear all expenses related to recruitment and onboarding to prevent any form of worker indebtedness or exploitation. All job offers must be provided in writing and clearly state (in the worker's native language or a language that they understand) the terms of employment, including wages, working conditions, and job duties. Suppliers must ensure workers fully understand their employment terms before accepting a position.

### **Employee Compensation, Work Hours, and Time Off**

The Supplier will comply with applicable minimum wage, maximum hours, and overtime laws and regulations. In doing so the Supplier will not make unlawful deductions from personnel wages, unlawfully withhold compensation, unlawfully fail to provide necessary records of wages, or unlawfully withhold information or payment related to overtime work. The Supplier will also ensure that personnel are properly informed of the terms and conditions of their labor or employment status and receive appropriate documentation related to the same. The Supplier will ensure that it maintains records required by law related to personnel including as necessary to verify authority to work under applicable law.

### **Employee Association and Collective Bargaining**

The Supplier will not unlawfully obstruct or retaliate against the lawful association, organization, and collective bargaining efforts of its personnel.

### **Employee Health and Safety**

The Supplier will ensure the safe and clean working environments for personnel in accordance with its obligations under applicable law. This includes following applicable laws related to safety, risk management, protective gear and equipment, and employee training on emergency procedures and training

pertaining to hazards and the proper use of protective gear. The Supplier will not unlawfully obstruct or retaliate against personnel that raise meaningful safety concerns.

#### **FOOD SAFETY**

The Company takes the health and sanitary transportation and handling of its product seriously. The Supplier will supply only ingredients, inputs, and finished products to the Company that are safe for human consumption, unadulterated, and in compliance with all applicable laws and regulations, including the laws of the U.S. and the laws of any other country of product importation or product marketing.

#### **ENVIRONMENTAL PROTECTION**

The Supplier will manage, control and treat waste generated from operations as required by all applicable laws and regulations. The Supplier will also manage, control and treat air emissions generated by operations as required by applicable law. The Supplier will make efforts to conserve natural resources, measure and reduce energy use, water use, and wastewater and solid waste generation associated with its operations when feasible and as required by applicable law. Suppliers are expected to uphold environmental responsibility through pollution prevention, sustainable resource use, and proper hazardous material disposal. Regular audits, transparency, and continuous improvement in environmental practices are required to maintain compliance and corporate accountability.

#### **COMMITMENT TO ANTI-BRIBERY**

Bribery of government officials 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. 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 a government official, agency, or political party to secure any improper advantage to obtain or retain business.

#### **AUDIT**

The Supplier will allow the Company or its designated third party to audit the Supplier’s facilities and/or vessels (if applicable), and books and records concerning all matters covered in this Code at the Company’s request and on its timeline. The Supplier will allow the Company or its designated third party to access and speak with personnel in the course of this audit. The Supplier will fully cooperate with the Audit at all times and shall not withhold material information from the Company or auditors.

#### **OTHER POLICIES**

Any manufacturing facilities supplying the Company shall also comply with the Company’s Supplier Social Audit and Prequalification Policy. Any vessels directly supplying the Company shall also comply with the Seafood Task Force Vessel Code of Conduct, and the Company’s Vessel Exclusion Policy and any Supplier receiving fish from vessels shall comply with the Company’s Vessel Exclusion Policy. In addition, the Company may, from time to time, implement new or revised policies and standards. Upon notification, Suppliers are expected to review and comply with such updates as a condition of continued engagement.

Notwithstanding anything in this Code to the contrary, all in-person visits to, and audits of, the Supplier's facilities may be delayed if the facility is closed to visitors due to restrictions or precautions necessitated by a pandemic, as declared by the World Health Organization or Centers for Disease Control.



## **REPORTING CONCERNS**

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 site will accept anonymous reports of concerns. The site is accessible at:

[www.bumblebee.ethicspoint.com](http://www.bumblebee.ethicspoint.com)