



StarKist Co. Code of Conduct

StarKist Co.'s ("StarKist") Code of Conduct ("Code") provides minimum workplace standards and business practices that are expected of any manufacturing operation that StarKist does business with regardless if such operation is wholly owned by StarKist. ("Manufacturer") as it's consistent with StarKist's vision to act as a socially responsible company. While the standards set forth below are not guarantees, such standards are applicable to all Manufacturers.

A) Code of Conduct

1. Compliance with Laws:

Manufacturer personnel and operations are expected to operate in full compliance with the laws of its respective countries and governmental authorities and with all other applicable laws, rules, and regulations. Additionally, Manufacturer represents to StarKist that the products supplied to StarKist adhere to all applicable international trade compliance laws, rules, and regulations.

2. Labor:

StarKist prohibits the use of any forced labor, which includes but is not limited to trafficked, slave, prison, indentured, child, or bonded labor.

Manufacturers are expected to uphold the human rights of workers and treat them with dignity and respect.

- a) Manufacturer represents that it employs only 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 order to verify the age of employees, Manufacturer represents that it obtains official documentation showing each employee's date of birth or, if no such documentation is available, has a legally recognizable method for confirming each employee's age. Manufacturer represents that it also complies with all other applicable child labor laws according to local regulations.
- b) Manufacturer represents that it does not use any forced labor, and does not engage in human trafficking or trafficking-related activities, including exploiting workers by use of fraud, coercion, threats, or force; failing to pay return transportation costs; or using improper recruitment practices.
- c) Manufacturer represents that it treats employees with dignity and respect and does not engage in or permit corporal punishment, threats of violence, or other forms of harassment whether based on gender, race, color, religion, ethnicity, age, sexual orientation, national origin, disability, or any other legally protected characteristic.
- d) Manufacturer represents that applicants for employment shall be afforded equal opportunity in all aspects of employment without regard to race, color, religion, creed, sex, pregnancy, marital status, veteran status, age, national origin, ancestry, physical or mental disability, medical condition, sexual orientation or any other consideration made unlawful by federal, state, or local laws. StarKist is an equal opportunity employer and selects employees on the basis of ability, experience, training, and character. EOE/AA/M/F/Vet/Disability.
- e) Manufacturer represents that it respects employees' rights to join or not join any lawful organization, including trade unions and works councils, and that Manufacturer complies with all applicable local and national laws pertaining to freedom of association and collective bargaining.
- f) StarKist does not tolerate retaliation against any individual who reports suspected violations in good faith.

3. Employment Contracts:

All employees shall be informed in writing of the terms of their employment. All such written contracts shall be provided to workers in a language understood by the employee. All written contracts must expressly identify the employee's rights and responsibilities and conditions of employment which include, but may not be limited to, wages, benefits, working hours, working location(s), living conditions, housing and associated costs, and other working and employment conditions. Manufacturer represents it will provide the employee with a copy of the signed employment contract prior to the employee's departure from their home country or work commencement, whichever is earlier. Such contracts must permit employees to terminate the

contract with reasonable written or oral notice. The required notice period for a worker to terminate a contract with Manufacturer shall not exceed what the law requires or one month if no local law applies. Workers shall not be penalized for termination of their employment contract upon giving the required notice.

4. Recruitment Practices, Retention of Personal Documents, and Freedom of Movement:

Manufacturer represents it will hire workers directly wherever possible. Manufacturer represents that it does not use misleading or fraudulent recruitment practices. Manufacturer represents that workers shall not be required to pay recruitment and hiring-related fees to employers, agents or labor brokers outside legally allowed fees. Any fees charged to an employee in connection with employment of the Manufacturer shall be disclosed in advance of the employee signing an employment contract and communicated in a language that is understood by the employee. When the subcontracting of recruitment and hiring is necessary, employers shall ensure that the labor agencies they engage operate legally, and are certified or licensed by the competent authority in their country of operation.

Manufacturer represents that its employees retain full and complete control over their original copies of their personal documents (e.g., passport). Confiscating, destroying, withholding or otherwise denying workers' access to their identity or immigration documents, including work permits and travel documentation, is strictly prohibited.

Manufacturer represents its employees' freedom of movement shall not be unreasonably restricted. Manufacturer's employees shall not be physically confined to the workplace or in premises such as, but not limited to, employer-or recruiter-operated residences; nor shall any other coercive means be used to restrict workers' freedom of movement or personal freedom. Manufacturer represents that mandatory residence in employer-provided or –arranged facilities shall not be made a condition of employment, unless required by law.

5. Health & Safety:

StarKist is committed to safeguarding the health and safety of its employees and protecting the environment.

- a) Manufacturer represents that it ensures a safe work environment and minimizes physical and chemical hazards through proper design, engineering and administrative controls, preventative maintenance and safe work procedures, as well as ongoing safety training.
- b) Manufacturer represents that it provides workers with appropriate personal protective equipment where hazards cannot be adequately controlled by other means and ensures employee access to first aid and medical services.
- c) Manufacturer represents that it provides and properly maintains physical guards, interlocks, and barriers where machinery presents an injury hazard to workers.
- d) Manufacturer represents that it minimizes the impact of emergency situations through the implementation of emergency plans and response procedures.
- e) Manufacturer represents that employees shall have unrestricted access to basic necessities such as clean drinking water, sanitary food, and toilets during both work and non-work hours at the work site or in employer-provided or –arranged housing.
- f) Manufacturer represents that employees are provided with safe and hygienic working and living environments in accordance with prevailing industry standards.

6. Grievance Procedure:

Manufacturer represents it has established a confidential grievance process that provides a means by which any worker, acting individually or with other workers, can submit a grievance without suffering prejudice or retaliation of any kind. The grievance procedure shall include a non-retaliatory appeals process for workers who disagree with how a grievance is resolved.

7. Wages and Benefits:

Manufacturer represents all workers are paid at least the minimum wage required by applicable laws and shall provide all workers shall be provided legally mandated benefits. In the absence of a legal minimum wage, workers are paid at least the industry prevailing wage. At time of payment, workers shall receive a wage statement or pay slip. Only deductions, advances, and loans authorized by applicable law are permitted and, if made or provided, shall only be taken with the full consent and understanding of workers.

Information shall be provided to workers in a language they understand about hours worked, rates of pay, and the calculation of legal deductions and must be written into their employment contract or agreement. All workers must retain full and complete control over their earnings. Wage deductions must not be used to keep workers tied to the employer or to their job. Workers shall not be held in debt bondage or forced to work in order to pay off a debt. Deception in wage commitments, payment, advances, and loans is prohibited. The freedom of workers to dispose of their wages as they choose is not limited in any way.

8. Working Hours:

Manufacturer represents workers are not required to work in excess of the number of hours permitted by applicable law and/or collective agreements, whichever affords the greater level of protection for workers.

9. Workers Awareness and Training:

Workers must be made aware of their rights and responsibilities at the time of hire, including the terms and conditions of their employment contract (in a language understood by the worker) and all applicable laws and regulations of their home country, the country where the work is performed, and of any country and jurisdiction contracting the work. Workers must be trained upon arrival in the receiving country on the employer's workplace rules and procedures, the grievance process, the housing arrangement (if provided or arranged by the employer), and the conditions of work, including any health and safety hazards and the precautions needed to protect personal safety.

10. Environment:

At StarKist, environmental considerations are an integral part of our business practices and the manufacturing of quality shelf-stable seafood. Manufacturers are expected to comply with all applicable environmental laws and regulations.

- a) Manufacturer represents that it maintains all required environmental permits and registrations and follows the operational and reporting requirements of such permits.
- b) Manufacturer represents that it complies with regulated substance specifications and with any applicable laws and regulations prohibiting or restricting the use or handling of any such regulated substances.
- c) Manufacturer represents that it endeavors to reduce or eliminate solid waste, wastewater, and air emissions by implementing appropriate conservation measures in its production, maintenance, and facility processes.
- d) Manufacturer represents that it manages, controls, treats and/or disposes of non-hazardous solid waste, wastewater, and/or air emissions generated from operations as required by applicable laws and regulations, before discharge.

11. Ethics:

Manufacturers are encouraged to commit to the highest standards of ethical conduct when dealing with their employees, Manufacturers and customers.

- a) Manufacturer represents that it prohibits any and all forms of corruption, extortion, and embezzlement by its employees, officers, directors, representatives or agents.
- b) Manufacturer represents that it adheres to standards of fair business, advertising, and competition.
- c) Manufacturer represents that it does not offer or accept bribes or other means to obtain an undue or improper advantage.
- d) Manufacturer represents that it accurately records and discloses information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations as well as prevailing industry business practices. Manufacturer represents that it respects intellectual property rights and safeguards customer information and that transfer of technology and know-how will be done in a manner that protects intellectual property rights.
- e) Manufacturer represents that it has incorporated international Supply Chain Security (SCS) measures into their business processes such as Customs-Trade Partnership Against Terrorism (C-TPAT) or similar SCS guidelines.
- f) Manufacturer represents that it has implemented a comprehensive business continuity plan throughout their operations and supply chain to preserve the safety of workers, protect physical

property from loss and damage, safeguard intellectual property, prevent interruptions in the manufacturing process and ensure the integrity of shipments at the point of origin.

- g) Manufacturer represents that it has implemented processes to address the confidentiality and protection of an employee who in good faith raises a concern, makes a report, or assists with an investigation related to potential ethical or criminal violations.

12. Anti-Corruption:

StarKist's policy is to comply with anti-corruption laws, including but not limited to the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*, and the U.S. Travel Act, which prohibit direct or indirect bribes, kickbacks, or other corrupt actions to obtain or retain business or obtain any improper advantage. While conducting business on behalf of StarKist all Manufacturers are expected to comply with applicable anti-corruption laws, including the anti-corruption laws of the countries in which they conduct business and the FCPA and U.S. Travel Act. Manufacturer represents that it will comply with StarKist's Prohibited Practices in International Business Policy. Pursuant to that policy, Manufacturers are prohibited from directly or indirectly receiving or offering any form of bribe, kickback, or other corrupt payment, to or from any person or organization, including government agencies or officials, private companies or employees of those private companies.

13. Gifts and Entertainment:

Any gift or entertainment provided to a StarKist employee by a Manufacturer must be (a) reasonable, and (b) not provided in an attempt to unfairly influence a business decision. Manufacturers must ensure that any gifts offered by, or provided to, StarKist employees are legal and do not exceed \$100 or an equivalent dollar amount in local currency. Manufacturers shall further ensure that entertainment provided to StarKist employees is provided in the course of the Manufacturer's business with StarKist. Pursuant to StarKist Gift Policy:

- a) Acceptable gifts may include, but are not limited to, the following:

- Reasonable, non-business related meals
- Pens, calendars, food gift baskets, hams, turkeys, flowers, etc.
- Tickets to an event when accompanying the gift giver

- b) Unacceptable gifts may include, but are not limited to, the following:

- Cash, gift certificates, stock or other liquid assets in any amount
- Use of vacation homes, condos, hotel rooms, etc. for non-business travel
- Any gifts or repeated gifts that are meant to influence business decision making
- A free invitation to an event involving a trip (trip being defined as more than three hours away) that would include airfare, hotel, etc.
- A gift item valued over one hundred dollars (\$100) or equivalent dollar amount in local currency
- Depending on the circumstance, an employee may be required to return a gift, share it with co-workers or take another course of action that is deemed acceptable by StarKist Human Resources

B) Application to Sub-Contractors

This Code also applies to any and all of Manufacturer's sub-contractor(s) providing goods or services to Manufacturer. Manufacturer is fully responsible for ensuring compliance by any such sub-contractor(s) as if it, or they, were Manufacturer. StarKist reserves the right to audit Manufacturer's sub-contractors for compliance with StarKist's Manufacturer Code of Conduct and Manufacturer will accommodate StarKist's audit as required.

C) Notification, Corrective Action Requirement and Auditing

Manufacturer agrees to promptly report to StarKist of any known or suspected breach of this Code and to work with StarKist to develop and implement an appropriate corrective action plan to cure violations of this Code within a reasonable time period, but not to exceed 3 months, after the incident. In addition, StarKist

reserves the right, at StarKist's expense, to conduct an onsite audit of any approved Manufacturer at any time with or without advance notice to the Manufacturer.

If the Manufacturer fails to give appropriate notice of breach or to meet the corrective action plan commitment, StarKist reserves the right not to conduct further business with Manufacturer. StarKist reserves the right to hold Manufacturer responsible for reasonable costs of investigating non-compliance.

Enacted July 10, 2018

Revised April 13, 2021