



## **FRESH DEL MONTE PRODUCE INC.**

### **CODE OF CONDUCT AND BUSINESS ETHICS POLICY**

This Code of Conduct and Business Ethics Policy (the “**Code**”) applies at all locations owned, leased, managed, or operated by Fresh Del Monte Produce Inc. and its subsidiaries (collectively, the “**Company**”), as well as to all of the Company’s corporate directors, officers, employees, agents and representatives collectively, (“**Company Representatives**”).

It is the policy of the Company to strictly observe and adhere to all laws and ethical standards applicable in all jurisdictions in which it conducts its business, to conduct its business affairs lawfully and ethically and to do so with honesty and integrity. There will be no waivers or exceptions of this policy in the name of competitive demands, social traditions, or other exigencies, except as permitted or required by law.

#### **I. CONFLICTS OF INTEREST**

**A.** All Company Representatives have a duty to avoid financial, business or other relationships or activities that might be opposed to the current or future business interests of the Company, or might cause a conflict with the performance of their duties or would result in activities that would compete with the Company’s current or future business interests. Company Representatives must conduct themselves in a manner that avoids even the appearance of a conflict between their personal interests and those of the Company.

**B.** No Company Representative shall avail himself or herself, an immediate family member and/or someone with whom he or she has a close personal relationship, or anyone who lives in the same household, of opportunities for self-enrichment that are discovered through knowledge gained in the performance of an assigned function or through the use of any contacts, information, business opportunities, products or services related to or obtained from the Company.

**C.** No corporate funds, assets, services or facilities shall be used, directly or indirectly, for any unlawful, unethical or personal enrichment purpose.

**D.** No Company Representative shall acquire or maintain a direct or indirect ownership interest in any organization that markets products and services in competition with the Company’s current or potential product or service offerings. Furthermore, no Company Representative shall work for such an organization in any capacity, such as an employee, consultant or as a member of its board of directors.

**E.** No Company Representative shall, directly or indirectly through an immediate family member, acquire or maintain a significant direct or indirect ownership interest in any business enterprise of a customer, or a supplier of goods, services or credit to the Company, which accounts for or is equivalent to over 1% of the Company's annual net sales.

**F.** No Company Representative shall commit fraud or deceit, knowingly conduct himself or herself in a false, misleading or deceptive manner or otherwise act in bad faith or with malicious purpose in his or her service or representation of the Company.

**G.** No Company Representative shall enter into any contract, agreement or binding commitment for or on behalf of the Company unless such contract, agreement or binding commitment has been duly approved and its entry authorized in accordance with the Financial Policies and Procedures of the Company, as modified from time to time.

**H.** No Company Representative shall participate in or influence a Company decision to hire an immediate family member and/or someone with whom he or she has a close personal relationship or who lives in the same household. Furthermore, no Company Representative shall participate in or influence a Company decision to engage in business with a customer, supplier, partner, or business associate owned by an immediate family member and/or someone with whom he or she has a close personal relationship.

## **II. POLITICAL CONTRIBUTIONS**

No corporate funds, assets, services or facilities shall be used, directly or indirectly, for the purpose of aiding, supporting or opposing any political party, association, organization or candidate where such use is illegal or improper under the laws or regulations of the relevant jurisdiction. This includes loans of corporate funds, assets, services or facilities and direct or indirect payments, including the reimbursement to Company Representatives or third parties for political contributions or payments that they have made. The use of corporate funds, assets, services or facilities for political purposes in jurisdictions where the same are permitted by law shall not be prohibited if the use shall be with the specific authorization of the Company's most senior officer in the region, and the advance approval of the Chief Operating Officer or the Chief Executive Officer. Company Representatives may, of course, make personal political contributions as they choose, so long as any such contribution is not in violation of any applicable laws; but no Company Representative may be compensated or reimbursed, directly or indirectly, by the Company for any such personal contribution.

## **III. RELATED PARTY TRANSACTIONS**

A Related Party Transaction is a transaction between either a director, executive officer, a 5% shareholder, or an immediate family member of such persons and the Company (as further defined in **Annex A**). The Company recognizes that Related Party Transactions (as defined in **Annex A**) can present potential or actual conflicts of interest and create the appearance that Company decisions are based on considerations other than the best interests of the Company, its shareholders or employees. Nevertheless, the Company recognizes that there are situations where Related Party Transactions may be or may not be inconsistent with, the best interests of the Company and its

shareholders or employees. Therefore, the Company has adopted the guidelines set forth on **Annex A** (the “**Related Party Transactions Policy**”).

Related Party Transactions, which are limited to those described in the Related Party Transactions Policy, shall be subject to the approval of the Audit Committee of the Board of Directors (the “**Audit Committee**”) in accordance with the Related Party Transactions Policy.

#### **IV. COMPLIANCE WITH LAWS AND REGULATIONS**

No Company Representative shall take any action on behalf of the Company that violates any law or regulation of the United States or any other country or jurisdiction that applies to the Company’s business. All Company Representatives must, at all times, comply with all laws and regulations of the United States or of any other country or jurisdiction that apply to the Company’s business.

##### **A. Bribery and Corruption**

No Company Representative shall, with any intent (or in connection with any scheme) of corruption, bribery or kickbacks, contribute or offer to contribute or accept or solicit anything of value, including any corporate funds, assets, services or facilities in any form, in connection with securing business, goods or services for the Company, undermining the rule of law, gaining an unfair advantage, or to influence any decision or action affecting the Company, including the timely performance of any official duty or action or to ward off or postpone decisions of matters affecting the Company where such contribution or offer or acceptance or solicitation is in violation of any applicable law or regulation of any jurisdiction. Without limitation of the foregoing, no Company Representative shall engage in any form of corruption, bribery or kickbacks; and nothing of value shall be contributed or offered or accepted or solicited (i) to influence or bribe, or be influenced or bribed by, the action of any government official, agent or employee, political party or party official, or candidate for political office (collectively, a “**Government Representative**”), or (ii) to influence or bribe, or be influenced or bribed by, any private customer, supplier or other person. This prohibition against corruption, bribery or kickbacks also applies to third parties acting on Company’s behalf, such as contractors, agents, consultants or any other third party. Company Representatives must not knowingly engage a third party whom he or she reasonably believes may attempt to offer a bribe or kickback in order to conduct Company business.

Neither the Company nor any Company Representative shall enter into any transaction with any Government Representative (or one of their immediate family members) and no Government Representative (or one of their immediate family members) shall be retained by either the Company or a Company Representative to perform legal, consulting, or other services related to a matter within the scope of such Government Representative’s official duties or the duties and/or the responsibilities of the government body by which he or she is employed or acting on behalf of. Any other contracts or other arrangements between the Company or a Company Representative and a Government Representative, (or one of their immediate family members), even if not related to the scope of such Government Representative’s official duties, must have the prior written approval of the Company’s General Counsel.

## **B. Imports and Exports**

The Company must comply with the laws and regulations governing imports and exports in every country it does business. Many of these laws and regulations restrict or prohibit the physical shipment of our products to certain destinations, entities, and foreign persons. All Company Representatives have a responsibility to comply, at all times, with these laws and regulations. Some of the strictest export controls are maintained by the United States which currently has in place a number of regulations restricting trade and other dealings with certain governments and countries (collectively, the “**Restricted Countries**”), as well as a number of specially designated persons, including Specially Designated Narcotics Traffickers (“**SDNTs**”) and Specially Designated Terrorists (“**SDTs**”). Violations, even inadvertent ones, could result in significant fines and penalties, denied export licenses, loss of export privileges, or customs scrutiny and delays. Therefore, any Company Representative, who becomes aware of any proposed or existing dealings with Restricted Countries, SDNTs, or SDTs that involve or may involve the Company directly, or the interests of the Company indirectly, must report such dealings immediately to the Company’s General Counsel.

## **C. Privacy and Data Protection**

The Company is committed to complying with applicable privacy and data protection laws in those countries where it conducts business. Therefore, all Company Representatives have a responsibility to comply with the Company’s privacy and information security policies when personal information and data is collected, stored, processed, transmitted and shared.

## **D. Fair Competition and Dealing**

No Company Representative should ever use any illegal or unethical method to gather competitive information. Stealing or possessing Proprietary information or trade secret information that was obtained without consent or inducing such disclosures by past or present employees of other companies is prohibited.

The Company and all Company Representatives will strictly comply with both the letter and the spirit of the antitrust laws in all of the jurisdictions in which it does business. No Company Representative shall ever engage in activities with customers, suppliers or competitors that unfairly prevent or limit competition, or could appear to do so, or that unfairly restrain trade and/or attempt to improperly gain market share. All Company Representatives shall avoid any activities that violate, or even appear to violate, antitrust laws.

No Company Representative should take unfair advantage of the Company’s customers, suppliers, competitors and employees through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealing practice.

## **V. GIFTS AND ENTERTAINMENT**

**A.** Company Representatives are not to solicit or accept gifts, payments, fees, meals, business entertainment, services, special valuable privileges, pleasure or vacation trips or accommodations, loans (except on conventional terms generally available from banks or other traditional lending institutions), dividends, interest, commissions, wages, or other special favors

from any organization, person or group that does or is seeking to do business with the Company, without the prior approval of the Company's most senior officer in the region or department in which the Company Representative is employed and the Chief Operating Officer. The foregoing shall not prohibit the exchange of token gifts (not in cash, cash equivalents, bonds, or similar items) of nominal value (generally not exceeding US \$250.00 per source, per year) or meals and business entertainment where the giving and accepting of such gifts are a customary practice in the country involved, provided such exchange does not appear to create the expectation or obligation on the Company Representative, the Company or any associated third party. No Company Representative shall accept anything of value in exchange for referral of third parties to any such person, organization or group unless it is otherwise permitted under this Code.

**B.** It is recognized that reasonable and proper business entertainment of selected customers, suppliers, partners, prospective employees and business associates, is, at times, in the best interest of the Company and may be proper. However, such business entertainment must, at all times, be in accordance with all applicable laws and regulations and in accordance with the approvals and reporting procedures established by the Company (e.g., expense reimbursement policy, etc.). It is further recognized that the furnishing of nominal gifts, or the furnishing of corporate services, meals, business entertainment, or facilities on a complimentary basis in the best interests of the Company may be reasonable and proper. However, Company Representatives may furnish gifts, meals, business entertainment, services or facilities at Company expense, only if all of the following conditions are met:

- Gifts in the form of cash, cash equivalents, bonds (or similar items) shall not be given under any circumstances;
- Generally, the value of permissible gifts (e.g., Christmas gifts) shall not exceed US \$250.00 per source, per year;
- The furnishing of gifts, meals, business entertainment, services or facilities is considered reasonable and in accordance with normally accepted business practices (e.g., occurs infrequently, is not lavish, provided in the ordinary course of business, etc.) however, it must comply with the policies of both the Company and the other party;
- The practice is done without the expectation or obligation that a person act improperly with regard to our business;
- The subsequent public disclosure of all facts would not be embarrassing to the Company; and
- The practice must be in accordance with all applicable laws and regulations, as well as generally accepted ethical practices in all jurisdictions.

## **VI. ACCOUNTING AND FINANCIAL REPORTING**

**A.** No false, artificial, misleading or misstated entry shall be made in any of the books, records or financial statements of the Company for any reason, and no Company Representative shall engage in any arrangement that results in such prohibited act. All entries on the books and records of the Company shall reflect the real nature or purpose of the transaction reported, and no corporate funds, assets, services or facilities shall be used with the intention or understanding that such use, in whole or in part, is for any purpose other than that described by the documents supporting the use in question. In addition, no payment by or on behalf of the Company shall be

made or received without adequate supporting documentation and no undisclosed or unrecorded fund or asset of the Company shall be established or maintained for any purpose. It is a violation of Company policy to unduly or fraudulently influence, coerce, manipulate or mislead independent or internal auditors regarding the Company's financial statements, accounting practices, or internal controls or processes.

**B.** No Company Representative shall make a false or misleading statement to the Company's independent auditors, internal auditors, or regulators nor shall any Company Representative conceal or fail to reveal any information necessary to make the statements made to such auditors or regulators not misleading. Under no circumstances may any employee take any action to fraudulently influence, coerce, manipulate or otherwise mislead the Company's auditors in connection with their audit or other review of the Company's financial statements. Those Company Representatives responsible for providing financial and non-financial information required in the periodic reports and filings or submissions to securities regulators and in the Company's other public communications shall ensure such information is disclosed fully, fairly, accurately, timely, and clearly. To ensure appropriate handling of requests from persons outside of the Company, such as media representatives, such requests must be directed to "Investors Relations, P.O. Box 149222, Coral Gables, Florida, 33114. U.S.A."

**C.** All Company Representatives are responsible for safeguarding the Company's assets within their control or supervision from loss, theft, or misuse and to use available means to protect these assets at all times. No Company Representative shall destroy or remove any records or documents of Company except in accordance with the Company's Records Retention Policy.

## **VII. PROTECTION FROM RETRIBUTION**

The Company's directors, officers, managers, supervisors and/or other Company employees who exercise management or supervisory responsibilities (collectively, "**Company Management**") will not discharge, threaten, suspend, reprimand, harass, discipline, withhold or suspend payment of salary and/or benefits, demote, transfer or otherwise take discriminatory actions against any Company Representative who while acting in good faith, reports, submits or otherwise communicates matters related to possible violations of the Company's policies, Code of Conduct and Business Ethics Policy, and applicable laws and regulations to local, regional and/or Corporate Company Representatives, authorized external and/or internal auditors, and /or regulators. This, however, does not limit Company Management from the performance of normal and customary personnel actions that may involve or impact the Company Representative who reported violations or possible violations, or from taking normal and customary disciplinary actions as may be warranted based on the work performance of such Company Representative and/or his or her violations of relevant Company policies, regulations, and/or procedures.

## **VIII. HUMAN RIGHTS**

The Company respects and promotes these fundamental human rights: freedom from any discrimination based on race, creed, color, nationality, ethnic origin, age, religion, gender, sexual orientation, marital status, connections with a national minority, disability, or other status. The Company will not use child or forced labor, nor will it tolerate working conditions or treatment of employees that are in conflict with applicable international laws.

## **IX. WORKPLACE PRACTICES**

All Company Representatives must respect and encourage the best ethical and moral values at work, promoting teamwork, individual responsibility, and the strength that comes from diversity. The Company will strive to pay fair compensation and provide a safe and healthy workplace for its employees. The Company is committed to equality of opportunity in all its employment practices, policies and procedures.

## **X. ENVIRONMENT**

The Company's environmental practices are based on the protection of the environment in the communities of each of our global locations. The Company manages its operations by adopting and implementing best practices that protect the environment. Company Representatives have a responsibility to stay informed about environmental policies and programs and to take immediate corrective action to address any adverse situation or condition.

## **XI. SAFEGUARDING COMPANY TRADEMARKS, LOGOS AND BRANDS**

Among the Company's most valuable assets are its trademarks, logos and brands. To protect the value and recognition of its trademarks logos and brands, the Company has established policies and guidelines that specify how and when they may be used. Any proposed sublicensing of the Company's trademarks, logos and brands must be pre-approved by the Chief Operating Officer. All Company Representatives must follow these policies and guidelines whenever he or she uses the Company's trademarks, logos and brands, whether for internal or external purposes.

## **XII. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

It is Company's policy to observe the following requirements with respect to maintaining its confidential and proprietary information.

### **A. No Disclosure of Confidential Information**

- i. Except as required in connection with a Company Representative's work for the Company, no Company Representative shall, either during his or her employment with the Company or thereafter, disclose to any third party or use any confidential information, proprietary information or trade secret of the Company, or such information regarding third parties with whom the Company may, directly or indirectly, have an obligation of confidentiality, without the prior written consent of the Company, unless and until such information becomes a matter of public knowledge through no fault of such Company Representative.
- ii. No Company Representative shall disclose or use in connection with his or her employment by the Company, or request or encourage anyone to

disclose or use, privileged, proprietary or confidential information or trade secrets obtained from any other person or entity, including any former employer, which such Company Representative knows or has reason to believe to be privileged, confidential, proprietary or a trade secret, unless consented to in writing by such other person or entity.

- iii. No Company Representative shall use “inside information” (i.e. information obtained as a result of the Company Representative’s employment with the Company and which is not available to the General Public) or significant business information helpful to the Company’s operations for his or her personal benefit or for the benefit of any of his or her immediate family members or someone with whom they have a close personal relationship (see also *Fresh Del Monte Produce Inc. Insider Trading Policy*).
- iv. No Company Representative shall conduct any discussions with employees or consultants of competing companies or industry analysts or organizations or other interested parties which relate or refer to (a) sales prices or terms for the sale of any product or service that the Company is offering or considering offering for sale, or (b) other discretionary current or future activities or plans which have not been previously publicized by the Company.
- v. All Company Representatives must take personal responsibility to safeguard Company owned privileged, proprietary or confidential information or a trade secret from unauthorized disclosure, changes or loss. Furthermore, all Company Representatives must comply with all Company security policies and procedures for handling information assets and systems to ensure that the Company meets its legal obligations, protects its reputation and investment in privileged, proprietary or confidential information and trade secrets.

## **B. Ownership of Property**

- i. All inventions, improvements, developments, ideas and original works of authorship (e.g., artwork, photos, music, videos, literature, etc.), whether or not patentable or copyrightable and whether or not fixed in any mode of expression or reduced to practice, that any Company Representative makes or conceives of, alone or jointly with others, during such Company Representative’s employment with the Company or which result from such Company Representative’s work for the Company (hereinafter collectively referred to as “**Proprietary Information**”) shall be the exclusive property of the Company, its successors, assigns, or nominees.
- ii. Each Company Representative shall promptly and fully disclose to the Company any and all Proprietary Information made or conceived by such Company Representative during the period of his or her employment, and



will assign to the Company or its nominee all such employee's right, title and interest in and to such Proprietary Information; provided, however, that nothing in this Agreement shall require the assignment of any of the Company Representative's rights in any Proprietary Information for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on a Company Representative's own time, and (a) which does not relate either to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by such Company Representative for the Company.

- iii. At the request and expense of the Company, but without further compensation to a Company Representative other than reasonable payment to him or her for his or her time involved, each Company Representative shall acknowledge and deliver all such papers, including without limitation patent applications, as may be necessary or desirable in the sole discretion of the Company to obtain, maintain, protect and vest in the Company the entire right, title and interest in and to any and all Proprietary Information which such Company Representative is required to assign to the Company hereunder and any patent applications, patents, copyrights, or other proprietary rights of any kind relating thereto, in all countries of the world; including rendering such assistance as the Company may request in any contemplated or pending litigation, patent office proceeding, or other proceeding.
- iv. All notebooks, memoranda, reports, blueprints, computer programs, documents of any kind, computer disk or tape or any other media containing information obtained from or pursuant to employment with the Company, are the sole and exclusive property of the Company. Upon termination of a Company Representative's employment with the Company or as requested by the Company prior thereto, each Company Representative shall return all such items obtained during the course of his or her employment, including all copies thereof and all work product derived therefrom.

### **C. Release of Proprietary Information**

It is the Company's policy to release Proprietary Information not of interest to the Company to Company Representatives, subject to the retention by the Company of an irrevocable, nonexclusive, royalty-free license and that such release will be considered by the Company, when initiated by a Company Representative's detailed written request describing the Proprietary Information requested to be released, and stating that such Company Representative does not believe that it is related to subject matter of interest to the Company. The Company shall have the sole right to determine whether such proprietary information includes subject matter of interest to the Company.

## **XIII. IMPLEMENTATION OF THE CODE; REPORTING VIOLATIONS**

The compliance commitment in this Code extends to all matters, including decisions relating to trade, investment, subcontracting, supplying, business development, and in all other business and employment relationships. The Company's approach to implementing this Code is active, open and ethically sound. We will do our utmost to identify and resolve ethical, legal, and environmental, employment, and human rights issues consistent with this Code and applicable laws.

It is the responsibility of each Company Representative to read, understand, promote, monitor and implement this Code. Furthermore, every Company Representative has a duty to report violations or possible violations of applicable laws, this Code, and any other Company policy or guideline. Questions about the application or meaning of any provisions, or actual or potential violations of the requirements and prohibitions are to be reported as directed in this Code.

This Code is not an employment contract and confers no rights relating to employment to any Company Representative. This Code serves as a guide to conducting business with integrity but does not include a complete list of the Company policies and guidelines. Each Company Representative is expected to know and comply with all Company policies and guidelines related to his or her job.

#### **A. Reporting Process, Questions and Concerns**

If you wish to make a good faith report of a potential violation of our Code of Conduct and Business Ethics, our policies or applicable laws or wish to ask a question about this Code, you may use any of the following communication channels:

- Your manager or any manager;
- The General Counsel ([officeofthegeneralcounsel@freshdelmonte.com](mailto:officeofthegeneralcounsel@freshdelmonte.com));
- The Chief Ethics and Compliance Officer ([ethicsandcompliance@freshdelmonte.com](mailto:ethicsandcompliance@freshdelmonte.com));
- Your Human Resources representative; or
- The Fresh Del Monte Speak-Up Line ([SpeakUpLine.freshdelmonte.com](http://SpeakUpLine.freshdelmonte.com)), staffed by an independent third party, which is available:
  - 24/7 in 40+ languages;
  - using any smartphone, tablet or computer with access to the internet;
  - with or without your name (to the extent permitted by local law); or
  - your telephone, using a local toll-free telephone number. Please visit [SpeakUpLine.freshdelmonte.com](http://SpeakUpLine.freshdelmonte.com) for more information, including the toll-free telephone number for your location.

Confidentiality for persons who choose not to remain anonymous will be maintained to the fullest extent possible.

#### **B. Violations of the Code**

Any Company Representative who authorizes, directs or in any way participates in any violation of the requirements of the Code shall be subject to appropriate disciplinary action, which may

include termination, reimbursement to the Company for any losses or damages resulting from the violation, and criminal and/or civil liability.

Any waiver of this Code for executive officers or directors requires the approval of the Board of Directors of Fresh Del Monte Produce Inc.

**Annex A**  
**Related Party Transactions Policy**

**FRESH DEL MONTE PRODUCE, INC. AND SUBSIDIARIES**

**POLICY ON RELATED PARTY TRANSACTIONS**

**A. Policy Statement**

The Board of Directors (“**Board**”) of Fresh Del Monte Produce, Inc. (the “**Company**”) recognizes that certain transactions could present a heightened risk of potential or actual conflicts of interest and may create the appearance that Company decisions are based on considerations other than the best interest of the Company and its shareholders. Accordingly, as a general matter, it is the Company’s preference to avoid Related Party Transactions. However, the Company recognizes that there are situations where Related Party Transactions may be consistent with, or may not be inconsistent with, the best interests of the Company and its shareholders, including but not limited to situations where the Company may obtain products or services of a nature, quantity or quality, or on other terms, that are not readily available from alternative sources or when the Company provides products or services to Related Parties (as defined below) on an arm’s length basis on terms comparable to those provided to unrelated third parties or on terms comparable to those provided to employees generally. Therefore, the Company has adopted the procedures set forth below for the review, approval, or ratification of Related Party Transactions.

This policy applies to any transaction where the aggregate amount involved will or may be expected to exceed \$120,000 in any fiscal year, the Company is a participant, and a Related Party has or will have a direct or indirect material interest, unless the transaction is exempt under Section C of this policy. This policy has been approved by the Board. It is the responsibility of the Audit Committee of the Board (the “**Audit Committee**”) to administer this policy. The Audit Committee may review and recommend to the Board for approval amendments to this policy from time to time.

Any Related Party Transaction, other than transactions for which Audit Committee approval is not required by this policy, may be consummated or shall continue only if the Audit Committee shall approve such transaction in accordance with the guidelines set forth in this policy.

This policy incorporates by reference the Company Code of Conduct and Business Ethics policy.

**B. Definitions**

For the purpose of this policy, the following terms shall have the following meanings:

1. “**Related Party Transaction**” means a transaction, arrangement or relationship (including any indebtedness or guarantee of indebtedness) or any series of similar transactions, arrangements or relationships pursuant to Item 404 of Regulation S-

K in which the Company (including any of its subsidiaries) was, is or will be a participant and the amount involved exceeds \$120,000 and in which any Related Party had, has or will have a direct or indirect material interest.

2. **“Related Party”** means any Director, Officer, 5% Shareholder, Immediate Family Member or Primary Business Affiliation who is, or was a Director or Officer at any time since the beginning of the Company’s last fiscal year.
3. **“Director”** means any member of the Board who is not also an Officer.
4. **“Officer”** means any individual who served as an “executive officer” of the Company as that term is defined in Rule 3b-7 of the Securities Exchange Act of 1934, as amended (**“Exchange Act”**) or who is otherwise designated by the Audit Committee.
5. **“5% Shareholder”** means any person who has beneficial ownership of 5% or more of the Company’s common stock or securities convertible into the Company’s common stock.
6. **“Immediate Family Member”** means any child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of a Director, Officer or 5% Shareholder (if such Shareholder is a natural person), and any individual (other than a tenant or employee) sharing the household of such person.
7. **“Primary Business Affiliation”** means any entity (other than the Company) of which a Director, Officer or 5% Shareholder (if such Shareholder is a natural person), or an Immediate Family Member of such an individual, is an officer, partner or employee or in which the Director, Officer or Immediate Family Member owns directly or indirectly at least a 10% equity interest.

## **C. Excluded Transactions**

1. For the purposes of this policy, each of the transactions below shall be excluded from the meaning of “Related Party Transaction”.
  - a. ***Employment of Officers.*** Any employment by the Company of an Officer of the Company if:
    - i. the related compensation is required to be reported in the Company’s proxy statement under the compensation disclosure requirements set forth in Item 402 of Regulation S-K promulgated by the Securities and Exchange Commission (**“SEC”**) (generally applicable to “named executive officers”); or
    - ii. the Officer is not an Immediate Family Member, the related compensation would be reported in the Company’s proxy statement under the Item 402 compensation disclosure requirements if the

Officer was a “named executive officer”, and the Compensation Committee of the Board approved (or recommended that the Board approve) such compensation.

- b. ***Director compensation.*** Any compensation paid to a Director if the compensation is required to be reported in the Company’s proxy statement under the Item 402 compensation disclosure requirements.
- c. ***Transactions involving competitive bids and regulated transactions.*** Any transaction involving a Related Party where the rates or charges involved are determined by competitive bids or any transaction with a Related Party involving the rendering of services as a common or contract carrier, or public utility, at rates or charges fixed in conformity with law or governmental authority.
- d. ***Transactions involving services as a bank, trustee or similar services.*** Any transaction involving a Related Party which involves services provided as a bank depository of funds, transfer agent, registrar, trustee under a trust indenture, or similar services.
- e. ***Proportional Distributions.*** Any transaction where the Related Party’s interest arises solely from the ownership of a class of equity securities and all holders of that class of equity holders received the same benefit on a *pro rata* basis (e.g. dividends);

#### **D. Pre-Approved Transactions**

The Audit Committee has determined that each of the types of transactions listed below shall not be deemed to create or involve a direct or indirect “material” interest for a Related Party, even if the aggregate amount involved exceeds \$120,000.

- a. ***Certain Transactions with Other Entities.*** Any transaction with another entity if a Related Party’s interest arises only from:
  - i. such person’s position as a director of the other entity; or
  - ii. the ownership by such person, together with his or her Immediate Family Members, of less than a 10% equity interest in the aggregate in the other entity (other than a partnership); or
  - iii. from both such position and ownership; or
  - iv. such person’s position as a limited partner in a partnership in which the person, together with his or her Immediate Family Members, have an interest of less than 10% and such person is not a general partner of and does not hold another position in the partnership; or

- v. such person's position as an employee of the other entity and (A) such person was not involved in the transaction, (B) the transaction was entered into in the Company's ordinary course of business and on substantially the same terms as those prevailing at the time for comparable transactions with non-affiliated persons and (C) the transaction does not involve the greater of \$500,000 or 2% of the recipient's total annual revenues.
- b. ***Certain Company Charitable Contributions.*** Any charitable contribution, grant or endowment to, or a transaction with, a charitable organization, foundation, non-profit or university if a Related Party's interest arises only from:
  - i. the position of such person or such person's Immediate Family Member as an employee (other than an executive officer) or other position that does not involve policy-making decisions such as a member, director emeritus, advisor, visiting professor or trustee; or
  - ii. the position of such person or such person's Immediate Family Member as an executive officer or director and the aggregate amount involved does not exceed the lesser of \$500,000 or 1% of the charitable organization's total annual receipts.

## **E. Identification of Related Parties**

Annually as part of the Director and Officer Questionnaire, Directors and Officers are required to provide the Company with information with respect to themselves, their Immediate Family Members and others who may be a Related Party under the SEC's definition. This information includes information about such persons Primary Business Affiliation and other entities in which the person has a material interest (the "Related Party Information"). This information is intended to help us monitor potential Related Party Transactions for purposes of the Company's disclosure obligations.

Consequently, Directors and Officers have an ongoing obligation to promptly notify the General Counsel of any changes that would require an update of their Related Party Information.

## **F. Approval Procedures**

Related Party Transactions, other than those pre-approved as provided in Paragraph D of this policy, that are identified as such prior to the consummation thereof or amendment thereto shall be consummated or amended only if the following steps are taken:

1. Prior to entering into the Related Party Transaction (a) the Related Party or (b) the Immediate Family Member of the Related Party shall provide notice to the Chief Financial Officer or General Counsel of the facts and circumstances of the proposed Related Party Transaction, including: (i) the Related Party's or the Immediate Family Member's relationship to the Company and interest in the transaction, and

- (ii) the material facts of the proposed Related Party Transaction, including the proposed aggregate value of such transaction or, in the case of indebtedness, the amount of principal that would be involved.
2. If the General Counsel determines that the proposed transaction is a Related Party Transaction, the proposed Related Party Transaction shall be submitted to the Audit Committee for pre-approval.
  3. In considering the pre-approval of a Related Party Transaction, the Audit Committee shall consider all of the relevant facts and circumstances available to it, including (if applicable) but not limited to: the benefits to the Company; the impact on a director's independence in the event the Related Party is a Director, an Immediate Family Member of a Director or a Director's Primary Business Affiliation; the availability of other sources for comparable products or services; the terms of the transaction; and the terms available to unrelated third parties or to employees generally.
  4. No member of the Audit Committee shall participate in any review, consideration or pre-approval of any Related Party Transaction with respect to which such member or any of his or her Immediate Family Members is the Related Party.
  5. The Audit Committee shall pre-approve only those Related Party Transactions that the Audit Committee determines in good faith are in, or are not inconsistent with, the best interests of the Company and its shareholders.
  6. Pre-approval of any Related Party Transaction by the Audit Committee shall not be construed to require the consummation of such transaction by the Company, but rather shall evidence solely the Audit Committee's non-objection thereto based only on the related nature of the transaction.

**G. Review of Ongoing Transactions**

The Audit Committee shall regularly review any previously approved Related Party Transactions that remain ongoing. Based on all relevant facts and circumstances, taking into consideration the Company's contractual obligations, the Audit Committee shall determine if it is in the best interests of the Company and its shareholders to continue, modify or terminate the Related Party Transaction.