

**FRESH DEL MONTE PRODUCE INC.**  
**CODE OF CONDUCT AND BUSINESS ETHICS POLICY**

This Code of Conduct and Business Ethics Policy 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 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 in the name of competitive demands, social traditions, or other exigencies, except as permitted or required by law.

**1. 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 for 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 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 or 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.

## **2. 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 President/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.

## **3. RELATED PARTY TRANSACTIONS**

The Company recognizes that Related Person Transactions (as defined below) 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 Person 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 these guidelines.

- Related Party Transactions, which are limited to those described in this policy, shall be subject to the approval by the Audit Committee of the Board of Directors in accordance with this Policy.
- All employees and directors **MUST** avoid all conflicts of interest. This is pursuant to Item 404 of Regulation S-K of the Securities and Exchange Commission ("SEC"), certain transactions between the issuer (the Company) and certain related persons need to be disclosed in our filings with the SEC. SEC rules require our Board to assess whether relationships or transactions exist that may impair the independence of our outside directors.

## Definition

A “Related Party Transaction” is any transaction directly or indirectly involving any Related Party that would need to be disclosed under Item 404(a) of Regulation S-K. Under Item 404 (a), the Company is required to disclose any transaction occurring since the beginning of the Company’s last fiscal year, or any currently proposed transaction, involving the Company where the amount involved exceeds \$120,000 and in which any Related Party had or will have a direct or indirect material interest, other than transactions generally available to all employees.

“Related Party” refers to any of the following:

- A director (which term when used herein includes any director nominee) or executive officer of the Company,
- A person known by the Company to be the beneficial owner of more than 5% of the Company’s voting securities (a “5% stockholder”), or
- A person known by the Company to be an immediate family member of any of the foregoing. “Immediate family member” means a child, stepchild, parent, step-parent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of a person, and any person (other than a tenant or employee) sharing the household of such person.

## 4. COMPLIANCE WITH LAWS AND REGULATIONS

**A.** 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.

**B.** 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.

**C.** 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.

**D.** 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.

**E.** 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.

**F.** 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.

## **5. 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 President/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:

- (a) Gifts in the form of cash, cash equivalents, bonds (or similar items) shall not be given under any circumstances;
- (b) Generally, the value of permissible gifts (e.g., Christmas gifts) shall not exceed US \$250.00 per source, per year;
- (c) 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.). Furthermore, it complies with the policies of both the Company and the other party;
- (d) The practice is done without the expectation or obligation that a person act improperly with regard to our business;
- (e) The subsequent public disclosure of all facts would not be embarrassing to the Company; and
- (f) The practice must be in accordance with all applicable laws and regulations, as well as generally accepted ethical practices in all jurisdictions.

## **6. 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.

## **7. 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

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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 President/COO. 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.

## **12. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

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

### **I. NO DISCLOSURE OF CONFIDENTIAL INFORMATION**

**A.** 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.

**B.** 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.

**C.** 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).

**D.** 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.

**E.** 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.

## **II. OWNERSHIP OF PROPERTY**

**A.** 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.

**B.** 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.

**C.** 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.

**D.** 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.

### **III. RELEASE OF PROPRIETARY INFORMATION**

It is the Company's policy to release to Company Representatives Proprietary Information not of interest to the Company, 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.

## **13. IMPLEMENTATION OF THE CODE OF CONDUCT AND BUSINESS ETHICS POLICY; REPORTING VIOLATIONS**

The compliance commitment in this Code of Conduct and Business Ethics Policy 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 of Conduct and Business Ethics Policy 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 of Conduct and Business Ethics Policy and applicable laws.

It is the responsibility of each Company Representative to read, understand, promote, monitor and implement the Code of Conduct and Business Ethics Policy. Furthermore, every Company Representative has a duty to report violations or possible violations of applicable laws, this Code of Conduct and Business Ethics Policy, 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 ("Reportable Items") are to be reported as directed in this Code.

### **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 Policy, 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:
  - o 24/7 in 40+ languages;
  - o using any smartphone, tablet or computer with access to the internet;
  - o with or without your name (to the extent permitted by local law); or
  - o 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.

Any Company Representative who authorizes, directs or in any way participates in any violation of the requirements of the Code of Conduct and Business Ethics Policy 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 of Conduct and Business Ethics Policy for executive officers or directors requires the approval of the Board of Directors of Fresh Del Monte Produce Inc. and must be promptly disclosed to shareholders.

This Code of Conduct and Business Ethics Policy 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.

This Code of Conduct and Business Ethics Policy is not an employment contract and confers no rights relating to employment to any Company Representative.