

## **Vendor Code of Business Ethics and Conduct of Fresh Del Monte Produce Inc. & Subsidiaries**

As used herein, Del Monte Fresh Produce Group means Fresh Del Monte Produce Inc. and its subsidiaries.

The Del Monte Fresh Produce Group is a global group of companies that live and work alongside our constituents, and value their interests as their own. Fundamental respect for all people, and our planet, guides our corporate conscience. The Del Monte Fresh Produce Group is committed to diversity and inclusion, dignity for all workers along our entire supply chain, sensitivity towards the environment, and a spectrum of civic and charitable priorities that promote our shared future in the communities we serve.

We also believe that vendors, distributors, suppliers and service providers (collectively “Third Parties” and each a “Third Party”) approved to do business with the Del Monte Fresh Produce Group should observe the same philosophy in their actions and relationships affecting the Del Monte Fresh Produce Group. While the Del Monte Fresh Produce Group recognizes that there are different legal and cultural environments in which Third Parties operate throughout the world, the Del Monte Fresh Produce Group has established this Code of Business Ethics and Conduct for Third Parties (this “Code”) to set forth the basic requirements Third Parties MUST meet with respect to performance as a Third Party to the Del Monte Fresh Produce Group. All Third Parties must comply with this Code and must ensure that their subcontractors that produce products or materials for or provide services to the Del Monte Fresh Produce Group comply with this Code. Compliance with this Code is in addition to, not in lieu of, any Third Party obligations set forth in any agreements between a Third Party and a Del Monte Fresh Produce Group company. Additionally, compliance with this Code is each Third Party’s individual responsibility and we recommend that each Third Party regularly communicate this Code and its requirements to its officers and employees.

### **Compliance with Laws and Regulations**

Third Parties approved to do business with the Del Monte Fresh Group, including all their subcontractors, must operate in full compliance with the laws of their respective countries and with all applicable rules, regulations, customs and published industry standards applicable to them, including those relating to labor, worker health and safety, freedom of association and the environment.

### **Anti-Corruption and Bribery**

It is prohibited to solicit, make, offer or agree to make any favor, loan, gift, donation or payment, either directly or indirectly, whether in cash or in kind, to or for the benefit of any government official or any third party (including, but not limited to, private company employees) to influence, obtain or retain business or any other improper advantage in relation to the production, promotion or procurement of goods and services in the countries where Third Parties operate and

where goods and services are produced and/or provided. This prohibition includes “facilitation” or “grease” payments to government officials.

It is prohibited for a representative of the Del Monte Fresh Produce Group to ask or demand payment, gifts, favors or any other kind of enrichment and under any circumstance to be provided in return for initiating or maintaining a business relationship with Del Monte Fresh Produce Group.

### **Trade Sanctions**

Except as authorized by the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”), the European Union (“EU”), the Financial Action Task Force (“FATF”), the United Nations (“UN”) or the Swiss State Secretary for Economic Affairs (“SECO”), it is prohibited to acquire any equipment or services if any proclamation, rule, regulation, executive order, and/or statute administered by OFAC, the EU, FTAF, UN or SECO, or if OFAC, EU, FTAF, UN or SECO’s implementing regulations, would prohibit such transaction.

Neither Third Party, nor any of its subsidiaries, affiliates or parent company, is a party identified on the U.S. Commerce Department’s Denied Persons List or Entity List; the U.S. Treasury Department’s list of Specially Designated Nationals and Blocked Persons; The U.S. State Department’s Debarred List or any other similar list of prohibited or denied parties in relation to suspected acts of terrorism, human rights violations, weapon or nuclear proliferation activities and/or weapons of mass destruction, maintained by any other country or international organization, including the EU, the UN and Switzerland.

Third Party has not and will not engage in any transaction, commercial or otherwise, with any specified or designated persons, entities or other bodies subject to or identified under any sanctions, prohibitions, and/or restrictions under UN Resolutions or trade or economic sanctions, laws or regulations of the EU, the United States or Switzerland.

### **Use of Trademarks and Domain Names**

Any use of trademarks or domain names owned and/or used under license by any company within the Del Monte Fresh Produce Group by Third Parties must be submitted to the Del Monte Fresh Produce Group’s Corporate Legal Department for approval prior to use.

### **Gifts & Entertainment**

Third Parties may sometimes engage in business-related entertainment and/or the provision of gifts to employees or other representatives of the Del Monte Fresh Produce Group and/or representatives of governmental offices, state-owned enterprises or private companies. Such activities may be acceptable as long as they are lawful, reasonable, both in cost and in scope, are conducted in the best interest of the Del Monte Fresh Produce Group and are not intended or expected to, and do not, influence business-related decisions of the recipient of the entertainment or gift. It is important that Third Parties refer to any agreements between them and a Del Monte Fresh Produce Group company, which may contain detail and restrictions regarding

entertainment and gifts. In case of doubt, please contact the Del Monte Fresh Produce Group at [emphotline@freshdelmonte.com](mailto:emphotline@freshdelmonte.com).

### **Diversity, Discrimination and Harassment**

The Del Monte Fresh Produce Group values, honors and respects differences and diversity in its employees, customers, vendors. The Del Monte Fresh Produce Group expects Third Parties to provide a work environment that offers equal opportunity to its employees and that is free from unlawful discrimination or harassment; one in which each employee is treated with dignity and respect.

### **Forced Labor and Coercion**

Third Parties must not use involuntary labor of any kind, including debt bondage, indentured servitude or forced labor by governments. The Del Monte Fresh Produce Group has zero tolerance for involuntary labor of any kind, and will terminate its business relationship with any Third Party who uses involuntary labor or purchases from any subcontractor who uses involuntary labor of any kind. If a Third Party recruits foreign contract workers, the Third Party must pay agency recruitment commissions and must not require any worker to remain in employment for any period of time against his or her will. Likewise, the use of physical acts to punish or coerce workers, or psychological coercion, or any other form of non-physical abuse, including threats of violence, sexual harassment or verbal abuse is prohibited.

### **Child Labor**

Every worker employed by a Third Party must meet the local minimum legal age. Each Third Party must comply with all local child labor laws, including those related to hiring, wages, hours worked, overtime and working conditions.

### **Wages & Hours**

Third Parties must ensure that workers are paid at least the minimum legal wages or the local industry standard, whichever is greater. Third Parties shall carry out operations in ways that limit overtime to a level that ensures humane and productive working conditions.

### **Working Conditions**

Third Parties must treat all workers with respect and dignity and provide them with a safe and healthy working environment and, where provided, living environment. Third Parties must comply with all applicable laws regarding working conditions, including worker health and safety, sanitation, fire safety, risk protection, and electrical, mechanical and structural safety. At a minimum, Third Parties must provide potable drinking water, clean and accessible restrooms, adequate lighting and ventilation, fire and emergency exits, essential life safety equipment, emergency aid kits and access to emergency medical care.

## **Environment, Health & Safety**

Third Parties shall be committed to protect the health and safety of all employees. They shall also be committed to protect the environment and communities where operations are located. Safe working practices and high standards of hygiene are required in all operations. At a minimum, Third Parties must comply with all applicable local environmental, health and safety laws and regulations. Additionally, and where relevant, Third Parties' factories, warehouses and other buildings used in their business with the Del Monte Fresh Produce Group must have environmental management systems or plan. The factories must also have procedures for notifying local community authorities in case of accidental discharge or release of hazardous materials or any other environmental emergency.

Contracted growers are encouraged and expected to implement various environmentally sound, economically viable, and socially acceptable management practices aimed to preserve, protect, and efficiently use our natural and human resources. Obtaining certain third-party certifications, of the Del Monte Fresh Produce Group's choosing, in these various areas may be considered a requirement for doing business.

## **Monitoring and Enforcement**

As a condition of doing business with the Del Monte Fresh Group, each and every approved Third Party must comply with this Code. The Del Monte Fresh Produce Group shall have the right (but not the obligation) to monitor compliance with this Code, including the right to conduct, or have its designee conduct, unannounced inspections of Third Parties' facilities and records in connection to the business with the Del Monte Fresh Produce Group. If the Del Monte Fresh Produce Group determines that any Third Party has violated this Code, the Del Monte Fresh Produce Group may terminate its business relationship with the Third Party or require the Vendor to implement a corrective action plan.

## **No Third Party Beneficiary Rights**

The provisions of this Code are intended only to confirm the basic requirements that must be met by Third Parties to the Del Monte Fresh Produce Group. This Code shall in no way be construed as conferring, or in any way granting rights of any kind to any third party.

## **Acknowledgment**

The Third Party agrees that providing goods and/or services to the Del Monte Fresh Produce Group constitutes an acknowledgment by Third Party that it understands the requirements set forth in this Code, is in compliance with all requirements of this Code, and will continue to comply with such requirements for as long as its relationship with the Del Monte Fresh Produce Group lasts. Third Party certifies that neither it nor any of its funding sources is or has ever been a terrorist or suspected terrorist, or a person or entity described in any relevant anti-terrorism legislations. Third Party understands that the Del Monte Fresh Produce Group will not enter into a business relationship with Third Party if Third Party has ever been a suspected terrorist or associated in any way with terrorist activities.

## **Contact Us**

We encourage you to contact us directly should you have questions, comments, or otherwise wish to make us aware of any failures to act in line with this Code.

By mail:       Office of the General Counsel  
                  241 Sevilla Avenue  
                  Coral Gables, Florida 33134

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