



VENDOR CODE OF BUSINESS ETHICS AND CONDUCT

COMPLIANCE CERTIFICATE

We, _____, a _____ company
incorporated and registered in _____ whose registered office is at _____

(“Third Party”), hereby certify that, at all times during the Term of the Agreement by and between us and Del Monte Corporation and its subsidiaries (“Company”), Third Party shall be and remain fully compliant with the terms and conditions set forth below and with the Company’s Global Vendor Code of Business Ethics and Conduct (the “Vendor Code”). For purposes of this Compliance Certificate, “Third Party” includes Third Party’s affiliates, agents, representatives, labor providers, subcontractors and other parties acting on its behalf or in support of goods or services provided to the Company, consistent with the definition in the Vendor Code.

1.0 THIRD PARTY REPRESENTS AND WARRANTS THAT IT SHALL, AT ALL TIMES:

This Compliance Certificate should be read together with the Vendor Code and any related policies or procedures communicated by the Company to Third Party from time to time. Compliance with this Compliance Certificate and the Vendor Code is in addition to, not in lieu of, Third Party’s obligations under the Agreement. In the event of any conflict, the more stringent requirement shall apply.

- 1.1 Comply with all applicable laws, rules, regulations, industry standards, contractual obligations, and Company policies and requirements, as they may be updated from time to time, applicable to the goods and/or services provided to the Company in each country where Third Party operates or where such goods and services are produced and/or provided (“Designated Territory”), including but not limited to local anticorruption legislation, the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.K. Bribery Act 2010;
- 1.2 Comply with the Vendor Code, as it may be communicated and updated by the Company to the Third Party from time to time, and ensure that its subcontractors that produce products or materials for, or provide services to, the Company comply with the Vendor Code. Third Party acknowledges that it has received and reviewed a copy of the Vendor Code on or prior to the date of signing this Compliance Certificate, has had the opportunity to discuss it with the Company, and understands and agrees to comply with the principles and obligations set out therein. Third Party shall communicate the Vendor Code and its requirements to its officers, employees, agents, subcontractors and other relevant personnel;



- 1.2.1 Review and acknowledge the Vendor Code, which outlines expectations for ethical business practices and alignment with Del Monte Corporation's Human Rights Policy, and comply with all applicable human rights laws and regulations. These standards are consistent with internationally recognized frameworks, including the United Nations Guiding Principles on Business and Human Rights (UNGP), the International Labour Organization's Declaration on Fundamental Principles and Rights at Work, the UK Modern Slavery Act, and the Universal Declaration of Human Rights;
- 1.3 Refrain from soliciting, making, offering, promising or agreeing to make any favor, loan, gift, donation or payment (and ensure that no favor, loan, gift, donation or payment is solicited, made, offered, promised or agreed by any officer, director, stockholder, employee, representative or agent of Third Party) 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 or the object of the Agreement in the Designated Territory;
- 1.4 Ensure that no "facilitation" or "grease" payments are made to any government official or third party in relation to its obligations to the Company, and understand that the Vendor Code prohibits such payments without exception;
- 1.5 Inform the Company immediately if any such favor, loan, gift, donation, payment, "facilitation" payment, or "grease" payment has been requested by any government official, any representative of the Company, or any other third party in the course of fulfilling its obligations under the Agreement;
- 1.6 Maintain accurate and complete records of all documentation in relation to fulfilling its obligations in the Designated Territory and demonstrating compliance with the Vendor Code, including but not limited to receipts, customs records, tax documentation and sanctions screening records, for at least five (5) years from the date of such document or the relevant transaction, and permit the Company or its designee to conduct announced or unannounced inspections, audits and document reviews of Third Party's facilities, operations, systems and records related to business with the Company, and cooperate fully with any such review;
- 1.7 Comply, and cause each of its parent companies, subsidiaries and affiliates (the "Third Party Group") to comply, with Section 5.0 (Trade Sanctions) of the Vendor Code in respect of all operations and transactions worldwide, including, without limitation, in Asia-Pacific; Latin America and the Caribbean (including Mexico, Central America, and South America); Africa; the Middle East; Europe; and North America. Without limiting the foregoing, Third Party shall: (a) comply with all applicable Sanctions Laws (as defined in the Vendor Code);



(b) not, except as expressly authorized by a license, exemption or other authorization from the competent Sanctions Authority, directly or indirectly purchase, acquire, sell, supply, export, re-export, transfer or otherwise deal in any goods, products, equipment or services where any Sanctions Laws would prohibit or restrict that transaction, or source from, sell to or otherwise deal with any Restricted Party, including any entity owned 50 percent or more by, or controlled by, one or more Restricted Parties within the meaning of OFAC's 50 Percent Rule and the EU and UK ownership-and-control tests; (c) not source from or do business in any jurisdiction identified by the Financial Action Task Force ("FATF") as a High-Risk Jurisdiction subject to a Call for Action (the FATF "black list") without the Company's prior written consent, and carry out reasonable, risk-based due diligence on growers, packers and other counterparties in any FATF grey-listed jurisdiction; (d) maintain reasonable, risk-based screening policies and procedures covering counterparties and, where reasonably ascertainable, their owners, against the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department's Denied Persons List and Entity List, the U.S. State Department's Debarred List, the UK Sanctions List, the EU Consolidated Financial Sanctions List, the UN Security Council Consolidated List, the SECO sanctions lists, and any other similar list maintained by any country or international organization; and (e) notify the Company in writing promptly, and in any event within five (5) business days, after becoming aware of any actual or suspected breach of Section 5.0 of the Vendor Code, any member of the Third Party Group or any supply-chain counterparty becoming a Restricted Party, or any governmental investigation, inquiry or enforcement action relating to Sanctions Laws;

- 1.8 Not develop, deploy or use artificial intelligence tools, systems or outputs on behalf of the Company, or in connection with Company data, confidential information, personal information, products, services or business processes, unless such use has been disclosed to and approved by the Company in writing; ensure any approved use includes appropriate human oversight, protection of confidential and personal information, and safeguards against biased, inaccurate or misleading outputs; not input Company confidential information, personal information or proprietary data into public or unauthorized artificial intelligence tools; not use Company data to train public or shared artificial intelligence models without the Company's prior written approval; and disclose any material use of artificial intelligence in the services provided to the Company;
- 1.9 Respect the right of workers to lawfully and peacefully associate, organize or bargain collectively, and refrain from threatening, restricting or interfering with workers' lawful efforts to join associations of their choosing or to bargain collectively;



- 1.10 Ensure high-quality and safe products through appropriate measures of quality control and produce all ingredients and products following the highest standards of sanitation in compliance with company and governmental requirements and laws;
- 1.11 Not use involuntary labor of any kind, including debt bondage, indentured servitude, forced labor by governments or human trafficking; not engage in recruitment practices involving document confiscation, fraudulent recruitment, recruitment fees or debt bondage; pay any agency recruitment commissions for foreign contract workers; not require any worker to remain in employment against his or her will; and not use physical punishment, psychological coercion, threats of violence, sexual harassment or verbal abuse;
- 1.12 Ensure every worker meets the local minimum legal age and comply with all local child labor laws; pay workers at least the minimum legal wage or the local industry standard, whichever is greater; limit overtime to a level that ensures humane and productive working conditions; and provide a work environment that offers equal opportunity and is free from unlawful discrimination or harassment;
- 1.13 Provide a safe and healthy working environment and, where provided, living environment, including at a minimum 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; comply with all applicable environmental, health and safety laws; and, where relevant, maintain environmental management systems and procedures for notifying local authorities of any environmental emergency;
- 1.14 Offer gifts or entertainment to employees or representatives of the Company, governmental offices, state-owned enterprises or private companies only where lawful, reasonable in cost and scope, and not intended or expected to, and not actually, influencing business decisions; and obtain the prior approval of the Company's Corporate Legal Department before any use of trademarks or domain names owned or used under license by the Company;
- 1.15 Not publicize its business relationship with the Company or use the Company's name or marks without the Company's written consent; protect the Company's confidential information; maintain appropriate administrative, technical and physical safeguards, documented cybersecurity and privacy policies, access controls, incident response procedures, data retention and secure disposal practices, encryption of sensitive Company information and regular security awareness training; and notify the Company at Privacyofficer@freshdelmonte.com within twenty-four (24) hours of discovery of any actual or suspected security incident involving Company data, systems or personal information, and cooperate fully in the response;
- 1.16 Conduct its business in accordance with the highest ethical standards and with GAAP or IFRS; maintain controls to prevent and detect misconduct, including misuse of company assets, conflicts of interest, fraud, embezzlement, corruption, bribery and extortion; and,



where it provides critical products or services, maintain and periodically test business continuity and disaster recovery plans; and

- 1.17 Promptly report good faith concerns of potential violations of the Vendor Code, Company policies or applicable laws through the channels set out in Section 19.0 of the Vendor Code, including the Del Monte Speak-Up Line, and implement any corrective action plan required by the Company within the deadlines it specifies.

2.0 THIRD PARTY FURTHER REPRESENTS AND WARRANTS THAT:

- 2.1 Neither Third Party nor any of its officers, directors, stockholders, employees, representatives, or agents has provided anything of value, as described in Section 1.3, during the last ten (10) years to any government official or third party for an improper purpose.
- 2.2 Neither Third Party nor its senior executives or key employees have been arrested, charged, or convicted of a felony or other material crime in the last five (5) years.
- 2.3 Neither Third Party nor any of its senior executives or key employees have been investigated by any administrative, regulatory, or governmental authority office in the last five (5) years.
- 2.4 Third Party has not been the subject of any litigation, claim, or proceeding involving fraud, illegal conduct, money laundering, corruption, ethical violations, or similar prohibited conduct in the last five (5) years.
- 2.5 Neither Third Party nor any of its senior executives or key employees have been suspended, debarred, disqualified, or otherwise restricted from doing business with any government department, agency, or state-owned enterprise in the last five (5) years.
- 2.6 Third Party has not been subject to an investigation, and no contract or business relationship with Third Party has been terminated or not renewed by a client, because of ethical, compliance, or legal concerns in the last five (5) years.
- 2.7 Third Party shall ensure that all its agents, subcontractors and other parties acting on its behalf, wherever located (each, a "Business Partner"), are reputable, qualified, and comply with the obligations set out in Section 1.0 above and with the Vendor Code.
- 2.8 Neither Third Party nor any member of the Third Party Group, nor any of their respective directors, officers or, to Third Party's knowledge, employees or agents, is a Restricted Party (as defined in the Vendor Code), and no member of the Third Party Group has



engaged in any transaction with or for the benefit of any Restricted Party or in breach of any Sanctions Laws.

- 2.9 Neither Third Party 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 legislation or associated in any way with terrorist activities.

In the event that Third Party becomes aware, whether in relation to itself or any Business Partner, of any actual or suspected non-compliance with this Compliance Certificate or the Vendor Code, Third Party shall immediately notify the Company in writing (and, for sanctions and data security matters, within the specific time periods set out in Sections 1.7 and 1.15). Third Party shall provide the Company with all relevant information relating to such actual or suspected non-compliance and shall fully cooperate with the Company in investigating, remediating, and resolving the matter. If Third Party violates this Compliance Certificate or the Vendor Code, fails to cooperate with an audit, provides false, incomplete, misleading or inaccurate certifications or information, or fails to timely remediate identified issues, or if the Company determines that such actual or suspected non-compliance may materially affect business operations or otherwise present legal, regulatory, reputational, or compliance risk to the Company, the Company reserves the right, in addition to any other rights or remedies available under the Agreement or applicable law, to require Third Party to appoint a new Business Partner that meets the requirements of the Agreement, to require a corrective action plan with defined deadlines, to suspend work or performance (including payment, to the extent needed to comply with Sanctions Laws), to withhold approval of future work or disqualify Third Party from future business, or to amend, suspend, or terminate the Agreement or any purchase order, in whole or in part, without penalty, cost or liability to the Company. Third Party shall indemnify the Company against all losses, fines, penalties and costs arising from any breach of Section 1.7 or Section 2.8.

ON BEHALF OF: _____

SIGNATURE: _____

NAME OF SIGNATORY: _____

DATE OF SIGNATURE: _____

The undersigned represents that he or she is duly authorized to execute this Compliance Certificate on behalf of Third Party.