

## SUPPLIER CODE OF CONDUCT

FGF Brands Inc. and/or its affiliates, including Wonder Brands Inc. (collectively, “FGF”) is committed to conducting its business in an ethical and socially responsible manner, complying with all applicable laws and regulations. We apply these same standards to any entities and individuals, including agents, independent contractors, brokers, vendors, suppliers, distributors, consultants, and the like, who perform work for, or provide services or goods to FGF (collectively, “Suppliers”).

Suppliers must meet or exceed the requirements of this *Supplier Code of Conduct* (the “Code”), which are in addition to, and not in lieu of, the provisions of the General Terms and Conditions or any other agreement between a Supplier and FGF. All Suppliers must educate employees, consultants, agents, representatives, and subcontractors about the Code to ensure compliance in connection with work performed for FGF.

**Documentation of compliance and audits:** FGF may request information from Suppliers to verify their compliance with this Code, and Suppliers must cooperate in a timely manner with any such request. At any time, FGF may request recertification to this Code and documentation of audits performed in accordance with industry best practices to evidence ongoing compliance.

**Enforcement:** FGF reserves the right to terminate its General Terms and Conditions or any other agreement with a Supplier for any failure by the Supplier to comply with this Code or any other applicable laws regarding FGF’s business, and to institute legal proceedings if warranted.

## LEGAL COMPLIANCE AND BUSINESS PRACTICES

Suppliers must comply with all laws and regulations applicable to their business. FGF also expects our Suppliers to conduct business ethically and pursuant to best practices in our industry. Below is a non-exhaustive set of relevant laws and business practices that Suppliers must follow in performing services related to FGF:

**Human rights, labor laws, and working conditions:** We expect our Suppliers to conduct their activities in a manner that respects human rights as set out in the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, *Canadian Human Rights Act*, and *The United Nations Universal Declaration of Human Rights*. In addition, Suppliers must comply with all applicable human rights and labor laws and regulations regarding Suppliers’ treatment of their employees. These laws and regulations include, without limitation, those relating to anti-discrimination, anti-harassment, fair treatment, prevention of forced or child labor, working hours, minimum wages and benefits, freedom of association, and prevention of any form of physical abuse or intimidation. The use of child labor is prohibited, and no person shall be employed below the applicable legal minimum age for work, except as allowed by local law. Any form of forced or compulsory labor is prohibited, and no physically abusive disciplinary practices will be tolerated. Compensation and benefits should be competitive and comply with local laws, including those relating to minimum wages, overtime hours, legally mandated benefits, pay periods, and documentation. Overtime hours should be voluntary, and workers should be allowed at least one day off in each seven-day period. Workers should have a safe and healthy working environment that meets or exceeds applicable standards for occupational health and safety. Suppliers should respect the right to associate freely, join or not join groups, or seek representation, in accordance with local laws. In addition, Suppliers must abide by the highest ethical standards and not engage in any form of discrimination or harassment based on race, color, caste, national origin, religion, age, disability, gender, marital status, pregnancy, veteran status, sexual orientation, gender identity or expression, or union, or political affiliation. Suppliers and their employees should always present themselves in a professional manner with

attire and language that abides by FGF's nondiscrimination and harassment policies. Workers should be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation, or harassment. Suppliers should provide workers with a mechanism to express grievances, and FGF prohibits any form of retaliation by Suppliers against their employees for expressing a grievance or engaging in any form of protected activity.

FGF will work with Suppliers to help ensure alignment with our expectations regarding human rights, labor laws, and working conditions. If necessary or appropriate, FGF may engage independent third parties to verify the working conditions of Suppliers and their subcontractors. FGF may, at its option, accept an audit or written certification by a Supplier in lieu of a third-party certification, provided such certification by Supplier includes a full audit and suggested areas for potential improvement.

**Anti-corruption laws:** Suppliers must never, directly or indirectly, offer or pay bribes to, accept kickbacks from, or offer anything of value to, anyone, including public officials, political parties or candidates, or to FGF employees for the purpose of improperly getting or keeping business, gaining an improper business advantage, or influencing the recipient to perform a job function improperly, even if such activities are customary in the country where considered. Items of value may include gifts, favors, job offers, and travel. Suppliers must not use product or service discounts, equipment loans, marketing funds, or other business activity to disguise an improper payment. Suppliers also must not use other entities to make or offer payments that they are not permitted to make or offer directly.

Suppliers must also comply with any additional requirements set by the anti-corruption laws of the countries in which they conduct business, including the Canadian *Corruption of Foreign Public Officials Act*, and the U.S. *Foreign Corrupt Practices Act*, as well as all representations and warranties in their agreements with FGF.

**Fair competition laws:** Suppliers must comply with applicable fair competition laws. These laws generally prohibit anti-competitive behavior and unfair business practices. Examples of activities that violate competition laws are agreements (written or oral) to fix or control prices or bidding, allocate markets, or make false and/or misleading statements about a competitor's products, services, or business.

**Employment status:** Suppliers shall employ workers who are legally authorized to work in their location and facility and are responsible for validating employees' eligibility to work status through appropriate documentation.

**Environment, health, and safety:** Suppliers must comply with all applicable environmental laws and regulations. Suppliers must follow internationally accepted standards where they exist and demonstrate sound environmental practices. Suppliers must provide a safe and healthy work environment pursuant to applicable laws and regulations, including, without limitation, occupational injury prevention, emergency preparedness and response, occupational safety procedures and systems, and worker health and safety communication.

**Conflicts of interest:** Suppliers must act objectively in business dealings involving FGF and avoid conflicts of interest. A conflict of interest describes a circumstance that could cast doubt on whether a transaction was negotiated fairly and at arms-length. If you identify a conflict of interest or have a question about whether a conflict of interest may exist, advise FGF promptly.

**Food safety:** Suppliers of ingredients must ensure that their products or ingredients meet the highest quality standards. All food products and ingredients supplied to FGF must be safe for human consumption, pure, wholesome, unadulterated, and in compliance with all applicable food safety requirements under applicable

laws. Suppliers also are expected to source ingredients that adhere to and comply with FGF’s specifications; provide accurate and timely ingredient statements, allergen declarations and nutrition profiles; and ensure ingredients are safe and of the specified quality.

**Trade and export laws:** Suppliers must comply with applicable import and export laws in connection with FGF-related business.

**Bioterrorism:** Suppliers are responsible, as applicable, for complying with the requirements of the Canadian *Human Pathogens and Toxins Act*, and the U.S. *Public Health Security and Bioterrorism Preparedness and Response Act of 2002*. Suppliers who are required by the Act to register with the Food and Drug Administration (“FDA”) will provide evidence to that effect or complete such other forms as FGF may reasonably request and notify FGF of any change in its status as an FDA- registered entity.

### **SUPPLIER RESPONSIBILITY**

FGF expects Suppliers to ensure compliance with this Code by the Supplier’s employees. Where applicable laws are less restrictive than this Code, Suppliers must comply with this Code, even if their conduct would otherwise be legal. If applicable laws are more restrictive than this Code, Suppliers must always, at a minimum, comply with those laws.

**Reporting ethical concerns:** Suppliers have a responsibility to report any actual or potential ethical or legal compliance issues to FGF, including any possible noncompliance with this Code, any other supply agreement with FGF, or applicable laws. Suppliers must promptly report any unethical behavior by any FGF employee. To raise a concern, Suppliers may submit a report at [contact information](#). FGF prohibits any retaliation against any individual who, in good faith, reports questionable behavior or noncompliance with this Code.

IN WITNESS WHEREOF, the undersigned Supplier acknowledges and agrees that it has reviewed and will comply at all times with the attached FGF Supplier Code of Conduct, and the individual completing this certification has the legal authority to act on behalf of the Supplier.

**Accepted and Agreed:**

Supplier Name:

By: \_\_\_\_\_  
Name: