

Supplier Code of Conduct

PRIVATE AND CONFIDENTIAL

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Notes: *The masculine form is used to keep the text as simple as possible.*

1. Introduction

1.1 Objectives of the Code

The purpose of this Code is to emphasize the validity and importance of the trust relationship that has been established with Olymel's Suppliers and business partners.¹

More specifically, this Code aims to:

- Set out the obligations that Suppliers are subject to when they do business with Olymel.
- State the Olymel values that must guide Suppliers in every aspect of their business relationship with Olymel, including Integrity, Respect and Trust.
- Identify the responsible business practices that Suppliers must comply with, based on the five pillars of Olymel's Corporate Social Responsibility Policy.
- Set out the clauses that relate to subcontractors, advertising and the non-compliance and audit measures in effect.

1.2 Business Partners Subject to the Code

In this Code, the term "Supplier" designates an individual, corporation, partnership, organization or other entity that participates in the delivery to Olymel of goods and/or services, directly or indirectly, and includes the subcontractors of such Suppliers, even if that subcontractor has no direct contractual relationship with Olymel.

1.3 Scope of the Code

Through their commitment to this Code, Suppliers play a central role in a responsible and sustainable business environment characterized by the integrity, respect and trust of all stakeholders.

From the beginning of their business relationship with Olymel, even in the absence of a written contract, and on the signature of a contract or contract renewal with Olymel, every Supplier must undertake to uphold the provisions of this Code by signing Appendix A of the Code.

The provisions of this Code apply to Suppliers from the beginning of their business relationship with Olymel and for the entire duration of that business relationship, even if the Supplier has not signed a written contract with Olymel or Appendix A of this Code.

Furthermore, the provisions of this Code that, by their terms or nature, are applicable after the expiry or termination of the contract or the end of the Supplier's business relationship with Olymel,

¹ This Code applies to Olymel L.P. and all its subsidiaries, and any reference to Olymel in this Code includes its subsidiaries except where the context indicates otherwise.

including the obligations of confidentiality and non-disclosure, shall continue to apply after the expiry or termination of the contract or the end of the Supplier's business relationship with Olymel.

1.4 Expectations toward Suppliers

Suppliers are obliged to comply fully with the principles set out in this Code. This includes upholding Olymel's values of integrity, respect and trust, complying with Olymel's pillars of sustainable development and complying with the clauses related to subcontractors, advertising, non-compliance, auditing and reporting.

Furthermore, Suppliers must take sufficient measures to ensure that all their employees and subcontractors understand and comply with the principles and values set out in this Code.

By aligning with these expectations, Suppliers demonstrate their commitment to maintaining high standards of conduct and to contributing to a mutually beneficial and lasting business relationship with Olymel.

2. Olymel's values of Integrity, Respect and Trust

This section identifies the key applicable principles and explains how they apply to Suppliers, based on the values advocated by Olymel: Integrity, respect and trust.

2.1 Show Integrity

Integrity, honesty and loyalty – Olymel expects all Suppliers to demonstrate integrity, honesty and loyalty in their business practices. This means treating employees, clients and stakeholders with dignity and equality, maintaining open and transparent communications and upholding the highest ethical standards in all transactions and exchanges.

Zero tolerance for fraud, corruption or collusion – Olymel forbids any form of fraud, tax evasion, corruption or collusion within its Supplier network. Suppliers must adhere to strict ethical standards guaranteeing that their commercial practices are transparent, equitable and free of any illicit activity that could compromise Olymel's integrity or trust. Suppliers are encouraged to promote and actively implement anti-corruption measures within their organization.

Suppliers must also take proactive measure to prevent, detect and report any corruption, including bribes. Suppliers are encouraged to establish effective systems and procedures to exercise proper due diligence with regard to their clients and subcontractors, in order to detect any activity that is contrary to the values and principles of this Code.

Avoid conflicts of interest – Suppliers are required to take sufficient and appropriate measures to avoid real, potential or perceived conflicts of interest that may compromise the integrity of business

relationships. This includes disclosing any conflict, avoiding any action likely to lead to a personal gain at the expense of Olymel, maintaining competitive neutrality and protecting the confidentiality of information.

Suppliers must have a clear process for assessing and resolving potential conflicts for the entire duration of their relationship with Olymel, thereby facilitating a transparent and trustworthy work environment and contributing to mutually beneficial relations with Olymel.

Gifts, trips and entertainment – Olymel acknowledges that certain gifts or participation in activities with its business partners may be appropriate. It is important to remember, however, that the offer of a benefit to an employee by a Supplier must be unrelated to Olymel's past or future purchases and that the benefit offered by a Supplier to an employee shall in no case be based on volume or replace a discount from which Olymel would benefit on the price of a product or a service.

Suppliers are expected to act with integrity to guarantee that they are not compromising the objectivity of commercial interests of both parties. Suppliers must avoid providing gifts, trips or entertainment that may influence or be perceived to influence business decisions. These transactions must be transparent, documented and in compliance with Olymel's standards.

2.2 Institute Respectful Behaviour

Compliance with laws and regulations – Olymel's Suppliers are expected to comply with all applicable local, municipal, provincial, national and international laws and regulations. Suppliers must also comply with the tax requirements they are subject to.

Privacy and confidentiality policies – Suppliers must establish and maintain robust privacy policies and practices to protect the personal and confidential information of employees, clients and other stakeholders. This includes complying with applicable privacy laws, implementing appropriate security measures, obtaining required consents and guaranteeing transparent information processing practices.

Suppliers must also acknowledge the importance of protecting the confidential information that is entrusted to them through the business relationship. This includes intellectual property, client data, employee data and any other exclusive or sensitive information. Suppliers are required to implement the appropriate security measures to prevent the unauthorized access, use or disclosure of such information.

Protection of the privileged nature of the business relationship – Olymel and the Suppliers undertake to protect the privileged nature of their business relationship by demonstrating integrity, transparency and responsibility. This means not only protecting sensitive information but also promoting equitable business practices, ethical conduct and the longevity of the collaboration. By protecting this privileged relationship, the foundation of the business relationship is strengthened,

creating an environment in which trust is upheld and common goals are pursued with a sense of collective responsibility.

2.3 Inspire Confidence

Encourage the principles of loyal competition – Olymel defends loyal competition and expects Suppliers to adhere to fair and equitable business practices. Suppliers must not engage in any activity that damages or manipulates the competition. Olymel encourages Suppliers to compete with integrity and honesty and in keeping with the laws and regulations that apply to fair competition.

Quality of products or services – Suppliers are responsible for providing products or services that meet or exceed the highest quality standards. Olymel expects its Suppliers to implement robust quality management systems, adhere to exemplary practices of the sector and constantly aim for excellence in their offers.

Confidentiality of information after the business relationship – Even after the termination or end of the business relationship, Suppliers must continue to maintain the confidentiality of all confidential, personal or exclusive information. Suppliers must not disclose or use such information for purposes other than those explicitly authorized or required by law.

Establish contingency plans – Suppliers are encouraged to develop and maintain contingency plans to ensure the continuity of their activities and minimize disruptions in the event of unexpected circumstances. These plans must be suited to each Supplier's activities and cover the following risks: natural disasters, supply chain disruptions, cybersecurity incidents and any other major disruption that could impact the delivery of products or services.

Precautionary principle – Suppliers must take the necessary preventive measures when there is a risk of serious or irreversible damage to the environment or society, even in the absence of absolute scientific certainty. Olymel encourages its Suppliers to take preventive measures in the event of uncertainty, to anticipate risks and to promote transparency and proactive communication concerning potential impacts.

3. Act in Compliance with Olymel's Sustainable Development Values

In addition to its mission to feed the world, Olymel wants to actively contribute to the implementation of environmental and social practices that support sustainable development. As the Canadian agri-food leader, Olymel also recognizes that its responsibility in this regard extends beyond its own operations and requires the involvement and collaboration of all its partners to ensure the success of its endeavours.

The guidelines below outline the six basic pillars underlying the sustainable development strategy and the organization's expectations of its Suppliers. As Olymel firmly believes that sustainable is not

only necessary but also an opportunity for innovation and progress for the entire industry, these expectations will be increasing demanding and crucial to the establishment and maintenance of business relationships with its Suppliers. To provide information for Olymel's sustainable development performance tracking system, Suppliers will be required to demonstrate transparency and disclose to Olymel, when available, certain information about their own sustainable development performance.

Olymel also expects Suppliers to actively integrate responsible procurement practices that are aligned with the guidelines and requirements of this document. Suppliers are encouraged to communicate these expectations to their own suppliers, thereby instituting a collective approach to more sustainable development and embracing an environmental performance improvement process for their sites and production tools.

3.1 Food Quality

Because Olymel places critical importance on the quality of its products, it requires its Suppliers to comply with all regulatory requirements that the organization complies with, as well as the industry's best practices in terms of food quality, safety and traceability.

Aware of the impact of its choices on consumer health, Olymel favours the selection of healthy, nutritious ingredients and expects the same of its Suppliers. Suppliers are also encouraged to have their industrial establishments acquire food quality and safety certification recognized by the Global Food Safety Initiative (GFSI).

3.2 Animal Welfare

As animal welfare and respect for their [five freedoms](#), issued by the World Organization for Animal Health, are central to the organization's priorities, Olymel will not tolerate any act of animal cruelty and expects its Suppliers (transporters and catchers) to share this concern and maintain high standards with regard to the treatment of all animals across the entire supply chain, as enacted by official codes of practice.

3.3 Environmental Protection

Suppliers are expected to share Olymel's commitment to reducing and mitigating the direct and indirect impacts of their operations on the environment and to comply with all applicable environmental laws and regulations, including putting an environmental impact management system in place.

Greenhouse gas emissions and energy – As one of its objectives is to reduce greenhouse gas emissions in all its activities and across the entire value chain, Olymel encourages its Suppliers to:

- 1) Identify their energy sources and institute practices to measure and reduce their energy consumption.
- 2) Calculate their Scope 1 and 2 emissions based on the standards and guidelines of the GHG Protocol and put a process in place to reduce them.

Climate change – Olymel acknowledges that the agri-food sector is heavily dependent on climate conditions and that climate change is a major challenge for the industry.

To protect the resilience of the entire supply chain, Olymel encourages Suppliers to assess and document the climate opportunities and risks that are likely to impact their activities and to put in place the required measures to mitigate them.

Conservation of natural ecosystems – Suppliers are expected to reduce to a minimum all clearing or land conversion practices that are likely to destroy critical ecosystems and compromise biodiverse habitats for the expansion of their activities and to refrain from using suppliers that adopt these kinds of practices. In keeping with its desire to protect nature, Olymel undertakes to limit its procurement from Suppliers that source supplies from regions at high risk of deforestation and loss of biodiversity.

Water management and wastewater quality – Considering the extent of the agri-food sector's impact on water and Olymel's desire to manage it responsibly, Suppliers are expected to implement practices to minimize their water consumption, especially in areas subject to water stress. Likewise, Suppliers are expected to avoid contaminating sources of water, in compliance with the environmental standards in effect, and to implement control measures to ensure the quality of wastewater.

Waste management and the circular economy – In keeping with Olymel's "zero landfill" rule for the management of non-edible meat and agri-food biosolids, it is recommended that Suppliers make every effort to ensure the reuse or value enhancement of organic matter and to avoid sending them to landfill. More generally, Suppliers are encouraged to uphold the principle of the 4 Rs (reduce at the source, reuse, recycle and recover) in the management of all their waste products. Finally, hazardous materials must be handled in compliance with the applicable laws and regulations, and in the event of inadvertent release into the environment, the competent authorities must be informed so they can take appropriate steps to rectify the situation.

3.4 Healthy Work Environment

As part of its commitment to respect for human rights, the promotion of a safe and healthy work environment and equity, diversity and inclusion, Olymel is aligned with the fundamental principles

of the International Labour Organization (ILO) and the United Nations Universal Declaration of Human Rights.

Suppliers must uphold the fundamental right of every individual to a workplace free of harassment, exploitation and discrimination (based on age, disability, ethnic or national origin, gender, sexual orientation, religious beliefs and political convictions²) and protect the right to establish trade unions and to engage in collective bargaining.

Suppliers must also offer clean, safe living and working conditions and put the necessary measures in place, such as training and communication of procedures, to protect all their employees, including foreign workers, against occupational health and safety risks.

In keeping with its values and the [Fighting Against Forced Labour and Child Labour in Supply Chains Act](#),³ Olymel maintains a zero-tolerance policy for forced labour and child labour. Suppliers must not use forced labour or child labour. Olymel expects Suppliers to apply due diligence across their entire supply chain. More specifically, Olymel formally prohibits:

- 1) All working conditions that can be reasonably expected to cause the worker to believe that their safety or the safety of someone they know will be threatened if they do not provide or offer their work or services or circumstances that constitute forced or compulsory labour as defined in Article 2 of the [Forced Labour Convention](#),⁴ including, but not limited to, any form of pressure on employees to work, including, but not limited to, violence, intimidation or methods such as debt manipulation, confiscation of identity papers or threat of reporting to migratory authorities.
- 2) Hiring people who have not reached the minimum age required by applicable laws, in circumstances that are mentally, physically, socially or morally dangerous for them, or that interfere with their education or deprive them of the possibility of attending school, by obliging them to leave school early or obliging them to combine attending school with excessively long and difficult work, or in circumstances that constitute the worst forms of child labour as defined in Article 3 of the [Worst Forms of Child Labour Convention, 1999](#).⁵

3.5 Support for Communities

Olymel attaches a great deal of importance to supporting the communities it operates in. Suppliers are expected to take proactive measures to reduce potential harms, such as noise and odour

² Section 10 of the Charter of Human Rights and Freedoms.

³ S.C. 2023, c. 9.

⁴ Forced Labour Convention, 1930 (No. 29)

⁵ C182 – Worst Forms of Child Labour Convention, 1999 (No. 182)

pollution, thereby contributing to the quality of life of the residents in the communities where they operate.

Olymel also encourages its Suppliers to acknowledge Indigenous communities and their lands. Olymel strongly urges its Suppliers to adopt a respectful approach toward Indigenous communities in their business activities.

3.6 Governance Management

Olymel has adopted sound governance principles that align with industry best practices, and it is expected that Suppliers will adopt principles that are at least equivalent. Suppliers are encouraged to support their activities with an appropriate environment and sufficient control activities, including policies and guidelines approved by the appropriate governance bodies.

Suppliers are also expected to identify the risks they are exposed to in their activities and to take sufficient and appropriate measures to prevent and detect such risks.

Olymel has also adopted a zero-tolerance level for actions that violate ethics, including the principles set out in Section 2 of this Code. Olymel expects Suppliers to adhere to the zero-tolerance principle and offer sufficient and appropriate training to their employees concerning the sound governance principles presented in this Code.

4. Subcontractors

Unless its contract with Olymel expressly permits it, a Supplier must obtain prior written consent from Olymel before involving a subcontractor in the execution of its obligations toward Olymel. Furthermore, in all cases, the Supplier shall remain responsible to Olymel when a subcontractor is involved. Suppliers are responsible for ensuring that any subcontractors they deal with comply with the Code.

Suppliers must show due diligence in the selection of subcontractors and establish clear expectations concerning compliance with the Code. Finally, Suppliers are responsible at all times for monitoring and verifying the subcontractor's compliance throughout the duration of the work.

5. Advertising

It is prohibited for Suppliers to make public statements or to publicly refer to Olymel without prior approval. This restriction applies to all forms of public communication, including, but not limited to, press releases, posts on social networks, marketing materials, the Olymel logo, the use of comments and conversations with media.

Prior approval must be obtained from the representatives designed by Olymel to guarantee accuracy, alignment with our values and compliance with legal and contractual obligations.

6. Non-Compliance and Auditing

Non-compliance – Failure to comply with the stipulations described in this Code undermines the values of integrity, respect and trust and the responsible business practices that Olymel has made a commitment to uphold.

In the event of a breach of this Code by a Supplier, the Supplier shall, at Olymel's written request, promptly rectify the situation to ensure its compliance with the Code and, if required by Olymel, indemnify Olymel for the harm caused to Olymel by the breach. Such breaches may include, but are not limited to, violations of laws, regulations or applicable standards, as well as any failure to fulfil contractual obligations or to demonstrate true commitment to ethical behaviour.

Based on the severity of the breach, Olymel may apply or require the implementation of corrective actions it deems appropriate, including, but not limited to, imposing fines, implementing enhanced oversight or auditing procedures or providing additional training to ensure future compliance.

In the case of a major breach, Olymel may terminate its contractual relationship and its business relationship with the Supplier.

Olymel expects all Suppliers to quickly address any non-compliance, conduct in-depth internal investigations, implement corrective actions and communicate their conclusions transparently.

Auditing – Olymel reserves the right to evaluate, monitor and control, on a regular basis or as required, the Supplier's practices related to this Code. Olymel may also require the Supplier to complete a self-evaluation questionnaire. Olymel or a third party designated by Olymel may perform on-site audits of the facilities of selected Suppliers that provide products or services to Olymel. The on-site audits may include a review of the Supplier's relevant files, policies and work practices, as well as an inspection of the facilities to verify their compliance with this Code. If a non-compliance with this Code is found, the Supplier shall take every reasonable measure to diligently comply with the standards set out in this Code.

Appendix A – Supplier's Commitment

***Olymel Supplier Code of Conduct
Commitment form for all Suppliers***

The Supplier named below, through its undersigned representative, hereby declares and agrees that:

1. It has read this Code and that it undertakes to comply with all the provisions set out herein.
2. It understands the obligations and rules that it is subject to by virtue of its business relationship with Olymel and that it undertakes to uphold them.
3. It understands the standards and values that Olymel requires of its Suppliers and that it undertakes to uphold them.
4. It understands the principles that must guide Olymel Suppliers in terms of ethics and integrity and that it undertakes to uphold them.
5. The signature below attests that the undersigned representative has the appropriate authority to bind the Supplier.

Name

Position

Name of Supplier

Signature

Date