



Bumble Bee Seafood Company

Supplier Code of Conduct

Sustainability Department

BACKGROUND TO THIS SUPPLIER CODE OF CONDUCT

This *Supplier Code of Conduct* is issued by Bumble Bee Foods, LLC, Clover Leaf Seafoods Corp., Connors Bros. Marine Corp., Anova Holding Company (parent of CTS, ATS and PT Seafood and PT Asindo), and their respective subsidiaries. For sake of simplicity, this *Code* will refer to these businesses as the “Company.”

The Company is committed to doing business legally and ethically. That includes obeying all applicable laws, practicing social responsibility, protecting the environment, and actively promoting the sustainability of the food sources that the Company sells to its valued customers. The Company expects the same commitment from its suppliers and their supply chain.

The Company requires acknowledgement (which may be transmitted electronically) of receipt and compliance with this *Supplier Code of Conduct*, or to the Supplier’s own Code of Conduct – if it meets all the requirements this *Code* (as determined by the Company in its discretion).

The Supplier agrees to allow the Company to use third party auditors as outlined in this Code of Conduct. The Supplier acknowledges that any violation of this *Code* may jeopardize the Supplier’s business relationship with the Company, up to and including the termination of the business relationship with the Company.

FOOD SAFETY

The Supplier agrees to supply ingredients, materials and finished products that are safe for human consumption, unadulterated, and in compliance with all applicable laws and regulations – including the laws of the country of final importation and marketing.

HUMAN RIGHTS

The Company follows the principles of the *United Nations Universal Declaration of Human Rights*. In keeping with this declaration, the Company is committed to preventing the use of any slave labor, prison labor, child labor, forced labor or human trafficking in its supply chain. In addition to complying with its obligations hereunder, Supplier shall also take reasonable precautions to ensure that its own suppliers do not engage in these practices.

More information concerning the *United Nations Universal Declaration of Human Rights* at may be found at this link:

https://www.ohchr.org/sites/default/files/UDHR/Documents/UDHR_Translations/eng.pdf

FORCED LABOR AND HUMAN TRAFFICKING

The Supplier agrees that it will not use any forced, bonded, indentured or other involuntary labor nor require the surrendering of identification materials as a condition of employment. Employees work on a voluntary basis and will not be prevented from terminating their employment. Conditions of employment shall be as outlined in this policy.

The Supplier further certifies that materials incorporated into its products provided to the Company comply with the laws regarding slavery and human trafficking of the country or countries in which they conduct business.

CHILD LABOR

The Supplier must not employ workers younger than the greater of (a) 15 years of age (or 14 where permitted by the local law consistent with International Labor Organization guidelines), (b) the age for completing compulsory education, or (c) the minimum age established by local law.

In addition, the Supplier must comply with all local legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages, and working conditions. The Supplier may use legitimate, properly managed apprenticeship or intern programs, such as student internships.

The Supplier will have an effective process to verify the age of its employees to ensure compliance with this policy. The Supplier will have a child labor remediation policy and procedure promoting the protection of potential child workers.

FOREIGN OR MIGRANT WORKERS

If the Supplier employs foreign or migrant workers – either land-based or sea-based, the Suppliers agree to ensure that these workers will be employed in full compliance with applicable labor and immigration laws.

PREVENTION OF EMPLOYEE ABUSE AND DISCRIMINATION

The Supplier agrees that it will treat its employees with respect and dignity.

The Supplier:

- Will not sexually, physically, verbally, or psychologically abuse or intimidate any employee.
- Will not treat any employee or any prospective employee differently on account of age, sex (including pregnancy, sexual orientation or gender identify), race, color, national origin, religion, disability, genetic information or any other applicable protected status.

EMPLOYEE COMPENSATION, WORK HOURS, AND TIME OFF

The Supplier agrees that it will comply with applicable minimum wage, maximum hours, and overtime laws and regulations.

The Supplier:

- Will make no deductions from employee wages that are not required by law, or as expressly agreed to in writing by the worker.
- Will not delay, defer, or withhold compensation unless required by law.
- Will pay full compensation due directly to employees or to accounts under the employees' direct control at least monthly, or more frequently if required by law.
- Will provide workers access to a wage statement or pay slip at time of payment.
- Will ensure that workers will not be required to work more than the number of hours permitted by applicable law or collective agreements, whichever affords the greater level of protection.
- Will inform employees of overtime work obligations (and the wages to be paid for such overtime) before hiring.
- Will allow employees to refuse to work overtime in accordance with applicable law.
- Will not use overtime as a means of discipline.

EMPLOYMENT CONDITIONS

The Supplier will:

- Provide workers with written information about the terms and conditions of their employment (including information about wages, benefits and working hours) in a language that they can understand or provide access to a translator or other person who can verbally explain the terms to them.
- Verify – and produce documentation when requested – that employees have received all legally required benefits, including – but not limited to – vacation, sick, and holiday time.
- Take employment actions – for example, reductions in pay, suspensions, and terminations only in compliance with applicable law.
- Where legally required, verify – and produce documentation when requested – each employee’s age, legal immigration, and employment authorization status.
- Maintain accurate employment records for all employees – including contracts of employment, as well as those pertaining to hiring, compensation, benefits, and employment actions (for example, adverse actions and terminations).

EMPLOYEE ASSOCIATION AND COLLECTIVE BARGAINING

The Supplier will:

- Allow employees to freely associate, organize, and collectively bargain under applicable laws.
- Refrain from interfering with, penalizing, or retaliating against employees who lawfully associate, organize, and collectively bargain.
- Unless otherwise restricted by law, allow alternative means of independent and free association and bargaining for all workers – for example, worker representatives and worker welfare committees.

EMPLOYEE HEALTH AND SAFETY

The Supplier will:

- Provide workers with safe and hygienic working environments in accordance with prevailing industry standards.

- Comply with all applicable safety laws, regulations, and codes and provide safety education to all employees on emergency procedures and training pertaining to hazards and the proper use of protective gear.
- Provide employees, at no cost, protective clothing, gear, or both, to guard against injury – including vision, hearing, ventilation, and skin protection.
- Provide an effective, confidential grievance process that includes a means by which any employee can submit a grievance without suffering prejudice or retaliation of any kind, including raising complaints or grievances anonymously.

ENVIRONMENTAL PROTECTION

The Supplier will:

- Control and treat wastewater and solid waste generated from operations as required by all applicable laws and regulations.
- Control and treat air emissions generated by operations as required by all applicable laws and regulations.
- Conserve natural resources, and make efforts to measure and reduce energy use, water use, and wastewater and solid waste generation associated with its operations.

COMMITMENT TO ANTI-BRIBERY

Bribery of any type for any reason is illegal. Bribery can result in significant criminal penalties – to include imprisonment and fines for individuals, and significant fines against the Company with resultant damage to the Company’s business reputation.

The Supplier agrees that it must never offer to pay, pay, promise to pay, or authorize the payment of money or anything of value to anyone to secure any improper advantage to obtain or retain business.

Bribery involving government agencies and officials.

The Company is particularly committed to honest, ethical, and transparent communications and dealings with domestic and foreign governments, and their agencies and officials. The Supplier agrees that it must never offer to pay, pay, promise to pay, or authorize the payment of money or anything of value to any government entity, official or employee to influence any act or decision in his or her official capacity, or to secure any other improper advantage to obtain or retain business.

The Supplier agrees that it must never make what is called a “facilitation payment,” which is giving money or anything of value to a government official to perform or expedite performance of an existing duty. Such prohibited "facilitation payments" do not include expediting fees that are:

- Scheduled, posted, or otherwise available to the general public.
- Payable by traceable transaction.
- Documented by a receipt or invoice.

Meals, travel, gifts, and entertainment

The Company and the Supplier agree to pay for their own respective travel costs – including airfare, ground transportation, meals, and any other incidental travel expenses.

The Supplier will not provide lavish, socially inappropriate, or frequent meals, gifts, or entertainment to the Company or Company employees.

The Supplier will not give the Company or Company employees gifts in the form of cash or cash equivalents (for example, gift cards or credit cards) in any denomination.

AUDIT

The Supplier agrees to:

- Allow the Company or its designated third party to audit – with or without advanced notice – the Supplier’s facilities, and books and records concerning all matters covered in this *Code*.
- Allow the Company or its designated third-party unfettered access to the Supplier’s employees for the purpose of interviewing them regarding compliance with this Code.
- Fully cooperate with any audit, and not to withhold any information from auditors.

Notwithstanding anything in this *Code* to the contrary, all in-person visits to, and audits of, the Supplier's facilities shall be delayed if the facility is closed to visitors due to restrictions or precautions necessitated by a pandemic, as declared by the World Health Organization or Centers for Disease Control.

COMPLIANCE WITH LAW

The Company respects the law in its business operations and expects you to do the same by complying with all laws that apply to your business with us. If there is a conflict between what the law requires and the standards of this Code, we expect you to meet the higher standard.

COMPLIANCE AND CONSEQUENCES OF NON-COMPLIANCE

If the Supplier engages or attempts to engage in any act of bribery as outlined in the section entitled “COMMITMENT TO ANTI-BRIBERY,” the Company will immediately terminate its agreements with the Supplier.

Unless otherwise agreed upon, if the Supplier fails to comply with any other aspect of this *Code*, or any applicable laws and regulations, it will immediately implement corrective action.

If the Supplier is unable to demonstrate in a timely manner compliance with any applicable laws and regulations as well as this *Code* through immediate corrective action, the Company may terminate its agreements with the Supplier.

If terminated, the Company may consider resuming its business relationship with the Supplier, but only after engagement in corrective actions by the Supplier and the completion of an audit that satisfies the Company that the Supplier complies with any applicable laws and regulations as well as this *Code*.

The Company may, at its own choosing, require the Supplier to put in place and follow a written improvement plan.

REPORTING CONCERNS

The Company encourages the Supplier to report any business conduct question or concern to Company personnel or through Ethics Point, an independent professional reporting service retained by the Company to receive questions or business conduct concerns. The site will accept anonymous reports of concerns. The site is accessed at:

www.bumblebee.ethicspoint.com