



## SUPPLIER CODE OF CONDUCT

For several years, Jefo has been strengthening its commitment to the responsibility of its operations and business practices to contribute to a just, equitable, and sustainable future for future generations. Jefo recognizes the importance of collaborating with partners who share this commitment and are ready to work together to build resilient supply chains that respect both the planet and its people.

### ENFORCEMENT OF THE CODE

#### Scope of application

This Code of Conduct sets out the expectations of Jefo towards its suppliers.

The term «supplier» refers to any organization, including its representatives, shareholders, affiliates, directors, employees, authorized agents, and subcontractors where applicable, that provides goods or services for Jefo (including Aliment Jefo Inc., Jefo International Inc., Jefo Nutrition Inc., and any other subsidiary).

The term «business relationship» includes any connection or exchange, whether verbal or written, between Jefo and its suppliers, including potential suppliers, without the need for a contractual commitment.

#### Suppliers' Commitments

By engaging in business relationships with Jefo, suppliers commit to:

- Sign the Code upon request.
- Ensure compliance with the standards and principles of this Code and implement appropriate management mechanisms within their organization.
- Communicate the Code to employees involved in business relationships.
- Take the necessary measures to address any non-compliance.
- Share this Code with all their subcontractors, including authorized agents and other business partners.

This Code is in addition to applicable laws and regulations. Accordingly, in all their activities, suppliers must comply with the laws and regulations in force in Canada and Québec, including all applicable international legal standards, if these are not incompatible with the laws of the supplier's country, except for the standards set out in the Universal Declaration of Human Rights, which shall remain applicable. When the jurisdiction of Québec or Canada applies, the supplier must fully comply with the applicable laws of Québec and Canada.

### 1. PRODUCT SAFETY

Jefo's suppliers must comply with Jefo's quality and regulatory certification standards regarding food safety, handling, preparation, packaging, and distribution. This includes ensuring the safety of products and services in accordance with the regulations of the countries in which they are used. Measures must be taken at every stage (production, packaging, storage, distribution) to prevent product alteration and contamination. Goods must be safe and suitable for their intended use. Suppliers must promptly inform Jefo of any situation that may affect product safety, whether or not the products have already been delivered.

### 2. ETHICAL RESPONSIBILITY

Ethics is a fundamental component of the Code of Conduct. It goes beyond laws and regulations, relying on principles of natural justice. In their business relationships with Jefo, suppliers must act with professionalism, integrity, and honesty at all times, ensuring the preservation of Jefo's integrity and reputation.

#### Conflict of Interest

Any conflict of interest, as well as any situation that could create a conflict of interest affecting the impartiality of Jefo's personnel in the business relationship, must be disclosed to Jefo without delay as soon as it becomes known.

## **Collusion and Corruption**

All acts of collusion and participation in acts of collusion, conspiracies, price-fixing agreements or arrangements with other suppliers, or any practice intended to or resulting in reduced competition, as well as any arrangement that could disrupt the proper conduct of the business relationship between Jefo and its suppliers, are strictly prohibited. The same applies to all forms of passive and active corruption, extortion, bribery, personal gain, bid rigging, influence peddling, insider information abuse, embezzlement, and falsification. Jefo expects the supplier to uphold these same standards within its own organization.

## **Involvement in Criminal Organization Activities**

The supplier agrees not to associate with or participate, directly or indirectly, in the activities of a criminal organization. Such activities include, but are not limited to, money laundering, trafficking of illicit substances, and the handling of proceeds of crime. The supplier must also actively combat all forms of corruption, including extortion and bribery.

## **False or Misleading Statements**

Any false, deceptive, or misleading statement is also prohibited in the context of the relationship between the parties, including during a payment request, a qualification call, a call for tenders, or any other similar process.

## **Gifts, Donations, and Invitations**

No goods, favors, services, advantages, invitations, or gifts that could be considered a potential source of conflict of interest may be accepted by Jefo personnel. Gifts, meals, travel, and favors may not be offered by suppliers, regardless of their nature or context. Furthermore, suppliers must refrain from responding to any solicitation from Jefo employees for donations or contributions to external or third-party causes and organizations.

## **Business Relations**

Suppliers must be honest, professional, and fair in their business dealings with Jefo, accurately representing their ability to meet all obligations and commitments.

## **Hiring of Jefo Employees**

Suppliers must avoid any action that could compromise the ability of current or former Jefo employees to fulfill their legal or contractual obligations to the company, including the Jefo Employee Code of Ethics and Conduct, the provisions of which remain applicable after the end of their employment.

## **Respect**

Suppliers must treat Jefo's customers, employees, and partners with courtesy and fairness in all interactions, regardless of their form.

## **Intellectual Property**

Suppliers must respect Jefo's intellectual property, whether registered or not. Suppliers may not, without Jefo's written consent, reproduce, copy, publish, transmit, communicate, or use in any way Jefo's materials, information, trademarks, or any other intellectual property. Suppliers must not create or distribute any commercial advertising that could give the impression it originates from Jefo.

## **Cybersecurity and Data Privacy**

Suppliers must ensure they have the necessary resources to identify, prevent, and mitigate any risks related to cybersecurity and data privacy that could impact their operations and expose Jefo (e.g., data breaches, ransomware, malware, etc.). Suppliers must protect Jefo's confidential information in their possession or to which they have access by applying best practices and Jefo's policies. Confidentiality covers all non-public information related to Jefo, its clients, and its employees. Suppliers may use this information only while performing their duties and may not disclose it to third parties without Jefo's prior consent. These obligations apply throughout the duration of the business relationship and remain in effect after the end of contractual commitments or until such information becomes public.

## **3 - SOCIAL RESPONSIBILITY**

### **Human Rights**

Suppliers must ensure that their personnel are treated fairly and equitably, without distinction based on gender, race, color, origin, political or other opinions, sexual orientation, religion, or any other grounds for discrimination. They must foster a work environment free from harassment, intimidation, or abuse. Suppliers must comply with human rights legislation and international standards, including the Universal Declaration of Human Rights.

Suppliers must support and respect internationally recognized human rights and ensure their operations are not complicit in any human rights violations. Forced labor is strictly prohibited, and suppliers must ensure that no one is made to work against their will, including through forced labor, servitude (including debt bondage), slavery, or human trafficking-related exploitation.

Suppliers must not permit the employment of individuals who are below the legal minimum working age under applicable laws. Furthermore, youth employment must not interfere with access to education—whether by forcing them to leave school or by burdening them with work that is too heavy or long to balance with their education, and appropriate protective measures must be in place.

### **Labor Relations**

Suppliers must comply with the maximum working hours as defined by local legislation or International Labour Organization (ILO) standards, giving priority to the standard that offers the greatest protection to employees. They must also ensure decent compensation, at least equal to the local minimum wage, enabling employees to meet their basic needs. Furthermore, suppliers must respect employees' rights to form or join associations of their choice, such as trade unions, to engage in collective bargaining and to peacefully assemble, as well as respect their right not to join such associations.

### **Occupational Health and Safety**

Suppliers must implement occupational health and safety standards in compliance with applicable laws and regulations to ensure safe and healthy working conditions for all their employees. They must take appropriate measures to prevent work-related injuries and accidents. No project or worksite should compromise workers' health and safety without providing the necessary skills and equipment to mitigate such risks. Psychological well-being (mental health) must also be considered and adequately addressed to manage existing psychological risks.

## **4 - ENVIRONMENTAL RESPONSIBILITY**

Suppliers must comply with environmental laws, regulations, and standards applicable in the country where they operate, and strive to reduce the environmental impact of their activities and products.

### **Respect for Natural Ecosystems**

Suppliers must adopt biodiversity-friendly practices by minimizing the impact of their activities on local ecosystems. They are also required to protect natural habitats and ensure their operations do not contribute to biodiversity loss.

### **Energy, Greenhouse Gas Emissions, and Climate Change**

Suppliers are encouraged to conduct an inventory of greenhouse gas emissions generated by their activities for Scopes 1, 2, and ideally Scope 3. They are also encouraged to identify opportunities to reduce GHG emissions to contribute to collective efforts to mitigate climate change. Suppliers are encouraged to implement energy efficiency measures and to prioritize the use of renewable energy sources such as hydroelectricity, solar, or wind power.

### **Water Management**

Suppliers are encouraged to implement policies or mechanisms aimed at reducing water consumption, ensuring proper treatment of wastewater, and more broadly, contributing to responsible water management within their region.

### **Management of Resources and Residual Materials**

Suppliers must implement residual materials management practices aimed at reducing, recycling, and reusing waste in compliance with environmental standards. They must also ensure that waste is disposed of responsibly, thereby minimizing the environmental impact of their activities. Jefo recommends applying the 5R approach (refuse, reduce, reuse, recycle, recover) to support a circular economy dynamic.

### **Hazardous Substances**

Suppliers must ensure the safe use and compliance of hazardous substances used by guaranteeing their safe storage, handling, and transportation. They are also encouraged to apply the principle of substitution. Emergency procedures must be established to prevent any risk of contamination or accidents related to these substances.

## 5 - COMPLIANCE MEASURES

### Audit

Jefo reserves the right to verify whether its suppliers, agents, and subcontractors comply with the Code. Jefo or an external party designated by Jefo may also conduct an audit to assess compliance with this Code, including, but not limited to, site visits and the review of relevant records from suppliers, agents, and subcontractors.

### Sanctions

Any breach of the Code may result in sanctions imposed by Jefo, ranging from a simple warning to a formal notice requiring the supplier to rectify the violation. Sanctions may include disqualification, rejection of one or more supplier proposals, conditional awarding of contracts, or the cancellation or termination of a contract in the event of supplier misconduct. Jefo reserves the right to apply these measures at its sole discretion.

### Reporting

To report any concerns or violations related to the Code:

- Internal Audit Service (JEFO): 450-799-2000
- Mail: [audit@jefo.ca](mailto:audit@jefo.ca)



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