



# **DOFREEZE LLC**

## **Supplier Code of Conduct**

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### 1. INTRODUCTION

Dofreeze LLC is the one of leading Bakery snacking Manufacturing Company in the Asia and Middle East. We are fully aware of our responsibilities to customers and other stakeholders and continually shape our response to assess supply chain risks, working daily to meet all our legal and regulatory, ethical, environmental, social, and health and safety obligations.

We can only achieve this with the cooperation of all of our supply chain partners, which we hold to the same standards as ourselves. That is the purpose of our Supplier Code of Conduct. It applies to all suppliers of Dofreeze LLC, whether direct or indirect suppliers, co-packers, contractors, agents or any external party doing business with Dofreeze LLC. It enables us to engage with our Suppliers on material sustainability issues relating to their operations, and to set minimum criteria set out in this Supplier Code of Conduct. In enforcing this Code, we will apply a risk-based supply chain approach, putting more resources and focus on suppliers, subjects or regions we consider to be of higher risk.

### 2. SUPPLIER CODE OF CONDUCT

DOFREEZE is strongly committed to conducting its business in a lawful and ethical manner, engaging only with suppliers that are committed to the same principles, to ensure a long-term, sustainable, and successful relationship for all parties.

This Supplier Code of Conduct describes the requirements and ways of working that DOFREEZE applies together with its upstream supply chain third parties. In some cases, this Code of Conduct goes beyond compliance with applicable laws and draws upon internationally recognized standards to advance social and environmental responsibility. When differences arise between the standards set forth in this Code of Conduct and legal requirements, the stricter standard shall apply, in compliance with applicable law.

DOFREEZE will assess its suppliers' compliance with this Code of Conduct and demonstrate that it is working with its suppliers to continuously improve their performance. Violations of this Code of Conduct may jeopardize the supplier's business relationship with DOFREEZE, up to, and including termination. This Code of Conduct applies DOFREEZE s' suppliers and their subsidiaries, affiliates, and subcontractors (each a "supplier") providing goods or services to DOFREEZE, or for use in or with DOFREEZE products. Suppliers shall continuously exercise due diligence to reasonably verify conformance with this Code of Conduct within their entire supply chain. Suppliers shall develop policies and management systems to identify risks and mitigation measures to correct deviations from this Code of Conduct among their own suppliers.

Suppliers must comply with our Code of Conduct and the Four Pillars of Responsible Sourcing:

- Human Rights**
- Health and Safety**
- Environment**
- Business Integrity**

## 1) HUMAN RIGHTS

DOFREEZE believes the protection of human rights throughout our supply chain is a critical part of our mission and is committed to respecting all human rights across our full value chain. This protection applies to all individuals, inclusive of migrant workers, women, and children. DOFREEZE endorses the principles enshrined in the International Labour Organization's 1998 Declaration on Fundamental Principles and Rights at Work and the United Nations Guiding Principles on Business and Human Rights. At a minimum, our suppliers shall uphold these human rights standards:

### a. **Forced Labor:**

Suppliers shall not use involuntary, enslaved, forced, prison, or debt bondage labor of any kind. Suppliers shall not be involved in human trafficking activity and shall not use any corporal punishment, physical or psychological abuse, or threats of violence, or coercion to secure or retain their workers. Suppliers shall not require payment of fees or the surrendering of identification as a condition of employment. All workers shall be provided with the terms of their employment in a language they understand.

### b. **Child Labor:**

Suppliers shall not employ children that are under the legal minimum age for employment in the country, Any employment of workers under the age of 18 shall not interfere with schooling or vocational education and shall not expose children to risks that could cause health, safety, or moral harm, as specified in the ILO Worst Forms of Child Labour Convention (No. 182).

### c. **Freedom of Association and Collective Bargaining:**

Suppliers shall recognize and respect the rights of employees to freedom of association and collective bargaining. Suppliers shall ensure that representatives of trade unions are not subject to discrimination or harassment.

### d. **Anti-Discrimination and Fair Treatment:**

Suppliers shall treat all workers with respect. There will be no unlawful discrimination, harassment or abuse of any kind based on race, caste, national origin, religious affiliation, age, disability, gender, physical appearance, marital status, sexual orientation, union membership, veteran status, political opinion, or HIV/AIDS status in relation to employment practices such as hiring, promotion, compensation, termination, retirement, or any other aspect of their work.

### e. **Wages and Benefits:**

Suppliers shall provide compensation directly to employees that includes wages, overtime pay, and benefits that meet or exceed the legal minimum standards. Where there is no legislated minimum wage, suppliers shall provide wages that are comparable to relevant standard industry wages. Wages shall be paid promptly and in full. Wages shall not be subject to deductions as a disciplinary measure. Wage deductions shall not be used to keep workers tied to the employer or to their jobs

### f. **Work Hours and Overtime:**

Suppliers shall ensure that work schedules and overtime are consistent with all applicable laws and collective bargaining agreements, whichever affords the greater level of protection, including maximum hour and rest period laws. Workers shall receive annual leave and public holidays in accordance with local law.

### g. **Labor Agencies and Recruitment Fees:**

Suppliers shall ensure that the labor agencies they engage with operate legally and are certified or licensed by the competent authority in their country of operation. Workers shall not be required to pay recruitment fees or hiring-related fees to employers, agents, or labor brokers, unless allowed by local law.

### h. **Freedom of Movement:**

Workers shall have unrestricted access to necessities such as clean drinking water and toilets during both work and non-work hours at the work site or in employer-provided or arranged housing. Workers' freedom of movement shall not be unreasonably restricted. Workers shall not be physically confined to the workplace or in premises such as, but not limited to, employer or recruiter operated residences; nor shall any other coercive means be used to restrict workers' freedom of movement or personal freedom.

## 2) HEALTH AND SAFETY

Ensuring health and safety is of utmost importance to DOFREEZE. Suppliers shall meet or exceed all applicable health and safety laws, regulations, and industry standards in this area. Suppliers shall provide workers with a safe, clean, and healthy work environment. At a minimum, our suppliers shall uphold these health and safety standards:

a. **Product Safety and Quality:**

Consumers trust DOFREEZE to provide them with safe, high-quality food products and we expect the same from our suppliers. Suppliers shall supply only products or services that meet or exceed food safety and quality standards required by applicable law and DOFREEZE Food Safety and Quality Policies. When differences arise between DOFREEZE policy and legal requirements, the stricter shall apply. Suppliers must report any concerns about product safety or quality issues to DOFREEZE Food Safety and Quality.

b. **Safe Working Environment:**

Suppliers shall routinely assess work environments for health and safety hazards and eliminate, control, or mitigate these identified risks. Suppliers shall provide employees with appropriate workplace health and safety training in their primary language. Suppliers shall ensure that health and safety-related information is accessible at the point of work. Suppliers shall issue employees with the necessary personal protective equipment, at no cost, to protect their health, safety, and welfare. If applicable, dormitories must be clean and well-maintained. Suppliers shall monitor working environments to assess the exposure of workers and visitors to occupational health hazards, including, but not limited to, chemical exposure, dust, noise, and fumes.

c. **Investigation:**

Suppliers shall put in place processes to record and investigate accidents and first-aid events. Suppliers shall not take retaliatory measures against their workers for having or reporting bona fide accidents or first-aid events. Suppliers must ensure all workers have the right to refuse and report unsafe or unhealthy working conditions.

d. **Emergency Response:**

Suppliers must identify and plan for emergency situations. Suppliers must implement and train their employees on response systems, including emergency reporting, alarm systems, worker notification and evacuation procedures, worker training and drills, use of first-aid supplies, use of fire detection and suppression equipment, and location of accessible exit facilities. Suppliers must ensure all workers at their sites are provided such training.

### 3) ENVIRONMENTAL

Suppliers shall comply with all relevant environmental laws and regulations and recognize their responsibility to the local and global environment in which they operate by conducting business in a way that does not have negative impact on the planet or natural resources, and in particular:

- Manage water, energy and other natural resources responsibly
- Actively reduce emissions, carbon footprint and waste management

### 4) BUSINESS INTEGRITY

Doing the right thing all the time is a core part of DOFREEZE culture. Suppliers must operate with the **highest standards for business integrity and comply with all laws and regulations of the countries of their operation. This includes anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act.**

At a minimum, our suppliers shall uphold these business integrity standards:

a. **Legal Compliance**

Suppliers shall in general comply with all applicable and relevant laws and regulations that govern their business operations and activities.

b. **Human Rights, Ethical and Social Standards and Respect for Individuals**

Suppliers shall comply with applicable human rights laws and regulations<sup>1</sup> and, in particular:

- c. Treat all workers with respect and dignity and not permit harassment or labor practices which involve the harsh or inhumane treatment of workers.
- d. Not employ child workers<sup>2</sup> for any services or products in any country, and have a documented policy to prevent it.
- e. Support equal opportunities and not allow discrimination, including in hiring practices.

- f. Provide all locally required workers' benefits and written, understandable labor conditions, including the higher of minimum or living wages, overtime and paid leave, to all workers.

**g. Fair Business Practices**

Suppliers shall comply with applicable anti-bribery, anti-corruption and competition laws, regulations and standards, and in particular:

- a. Shall not be involved in any form of bribery or corruption, and shall avoid facilitation payments as well as giving or accepting improper gifts and hospitality.
- b. Operate in accordance with the principles of free enterprise and fair market competition.
- c. Have in place adequate policies, procedures or practices to ensure compliance with the preceding obligations.

**h. Trade Regulation**

Suppliers shall comply with all applicable laws and regulations concerning import and export, trade embargoes and sanctions, and in particular:

- a. Not directly or indirectly provide Dofreeze LLC with any service or material from a country, entity or person that is subject to trade sanctions or embargoes (typically referred to as 'Blacklisted', 'Restricted' or 'Denied Parties').
- b. Implement appropriate due diligence, screening and compliance procedures or practices in order to ensure compliance with the above obligations.
- c. Show responsibility towards the communities in which they operate, and manage community impact resulting from company and factory operations.

**i. Supply Chain Responsibility and Traceability**

- a. Suppliers shall ensure that their own suppliers (and, if such supplier is a non-producing supplier, like an agent or trader, that supplier's own supplier), either comply with this Code of Conduct or an equivalent thereof.
- b. Suppliers shall map out their supply chain and ensure full details including name and description of the party, location and country of origin of the product for both their supplier and that party's own supplier to ensure full traceability and that this material is available for inspection at any time.

**j. Confidential Information and Intellectual Property:**

DOFREEZE confidential information must be protected and must not be used inappropriately or to support insider trading activity. Suppliers shall respect intellectual property rights and safeguard customer and other protected information. Suppliers shall manage technology and know-how in a manner that protects intellectual property rights, protected information, and business operations to protect itself and its customers' business continuity.

**k. Conflicts of Interest:**

All conflicts of interest between suppliers and DOFREEZE or government officials must be reported to DOFREEZE so that appropriate action can be taken. Conflicts of interest that must be reported include any ownership or interest in the supplier's business by government officials or political parties, or close personal relationships with a DOFREEZE employee. Any conflict

interest must be declared prior to entering the business relationship with DOFREEZE.

#### **I. Anti-Retaliation:**

Suppliers shall prohibit unlawful retaliation, including, but not limited to, threats, intimidation, and attacks, against individuals who report a compliance or ethical issue learned during the course of work performed for Dofreeze, who cooperate in good faith with the investigation of a complaint, or who defend environmental or human rights. Suppliers shall create a mechanism for workers to submit their grievances anonymously and demonstrate that their complaints are reviewed and investigated.

### **3. CONSEQUENCES OF NON-COMPLIANCE**

Dofreeze LLC will work with its Suppliers to help them comply with the Suppliers Code of Conduct, recognizing that withdrawal of Dofreeze LLC' business may cause hardship and loss of employment.

- Dofreeze LLC will apply the key principle of "Protect, Respect and Remedy".
- Suppliers shall be aware of any non-compliance, proactively take corrective action when necessary, and inform Dofreeze LLC accordingly.
- Dofreeze LLC reserves the right to cease buying products or services from Suppliers in case of international trade sanctions or embargoes, or non-compliance.

### **4. GRIEVANCES AND COMPLIANCE:**

Grievances: Suppliers shall provide grievance mechanisms that are transparent, anonymous (where allowed by law), unbiased, responsive, confidential, and communicated to workers across their supply chain.

To report a concern related to DOFREEZE business, suppliers or their workers shall contact their DOFREEZE representative or the DOFREEZE compliance Line at [compliance@dofreeze.com](mailto:compliance@dofreeze.com)

### **5. AUDITS, ASSESSMENTS, AND COMPLIANCE**

DOFREEZE LLC may audit compliance with this Code of Conduct. Suppliers must respond within the allotted time to all audits, assessments, and document requests from Dofreeze related to the delivery of their products or services. Examples include, but are not limited to, Responsible Sourcing, Cyber Security, Financial Risk, and Anti-Corruption.

Responsible Sourcing audits are facility inspections based on the supplier self-audit questionnaire that include worker interviews and a review of supplier records and business practices.