

SHAMROCK FOODS COMPANY SUPPLIER CODE OF CONDUCT

*At Shamrock Foods Company (“**Shamrock**”, “**we**”, or “**our**”), we believe that adhering to the highest standards of integrity and ethical behavior is the only way to succeed, so we have high standards for how we conduct business. Because the conduct of Shamrock’s supply partners may be attributed to Shamrock and its reputation, our expectation is that each independent contractor, including consultants, suppliers, and any other entities supplying goods and services to Shamrock (each, a “**Supply Partner**”), shall conduct its business in compliance with all applicable laws and the same high standards of integrity and ethical behavior. Supply Partner shall demonstrate a strong commitment to ethical behavior in all dealings with and on behalf of Shamrock.*

This Supplier Code of Conduct sets forth the minimum requirements and expectations that Shamrock requires each Supply Partner to meet throughout the business relationship. It is not exhaustive; Supply Partner remains responsible for identifying and complying with all laws, regulations, and industry standards applicable to its business with Shamrock. Shamrock reserves the right to update this Supplier Code of Conduct from time to time, and Supply Partner is expected to comply with the most current version.

*Supply Partner must comply, and will cause all of its manufacturers, distributors, vendors, contractors, consultants, suppliers, agents, and subcontractors (“**Supplier Parties**”) and all of its and their officers, directors, managers, supervisors, and other employees and workers of Supply Partner and the Supplier Parties (“**Employees**”), to act in accordance with this Supplier Code of Conduct.*

Compliance with Applicable Laws and Regulations

Supply Partner is required to act in compliance with all applicable international, federal, state, and local laws and regulations. Supply Partner shall maintain policies and procedures reasonably designed to ensure such compliance. Supply Partner shall promptly notify Shamrock of any material violation of applicable law related to products or services provided to Shamrock.

Workplace and Human Rights

■ *Respect and Dignity*

Supply Partner shall take proper measures to promote a workplace free of harassment, harsh treatment, threats of violence, corporal punishment, or other forms of physical coercion.

■ *Voluntary Employment*

Supply Partner must not use any, and shall ensure that no Supplier Parties use any, forced labor of any kind, including, but not limited to, bonded, indentured, or involuntary prison labor, human trafficking, or slavery. **Accordingly, any work performed by an Employee that is involuntary and/or any work performed under threat of physical harm or other penalty is prohibited.** Only voluntary employment may be used, and Employees must be allowed to terminate their employment at any time upon reasonable notice.

■ *No Child Labor*

Shamrock does not employ anyone under the age of 18. No persons under the age of 18 are permitted to work at Shamrock or in Shamrock’s facilities. Supply Partner shall not use, and

shall ensure that no Supplier Parties use, child labor in any circumstance. The term “child” refers to any person employed under the age of 15 (or 14 where the applicable laws permit) or under the applicable legal minimum working age, whichever is higher. If Supply Partner has Employees over the legal minimum working age but under the age of 18 at their premises, those Employees under the age of 18 shall neither perform work that is hazardous to their health, safety, or development, nor perform any services or otherwise work at Shamrock’s facilities.

Supply Partner may utilize legitimate workplace apprenticeship programs, but only if they comply with applicable laws.

- *Working Hours*

Supply Partner must comply with, and shall ensure that its Supplier Parties comply with, applicable laws governing work hours, sick time, time off or vacation time, and leave periods. Supply Partner’s Employees shall not work, and Supply Partner shall ensure that its Supplier Parties’ Employees do not work, beyond the maximum working hours permitted by applicable law. Supply Partner shall compensate its Employees, and shall ensure that its Supplier Parties compensate their Employees, for overtime hours in accordance with applicable laws.

- *Wages and Benefits*

Supply Partner must provide, and shall ensure that its Supplier Parties provide, compensation, including regular wages and overtime hours, and legally mandated benefits, in accordance with applicable laws.

- *Freedom of Association*

Supply Partner must recognize and respect the rights of Employees to freely associate, organize, and bargain collectively in accordance with applicable laws. Additionally, Supply Partner must establish and maintain open communication and direct engagement between Employees and management as a means by which to support positive Employee relations.

- *Non-Discrimination*

All conditions of employment, including employment-related decisions, must be based on an individual’s ability to perform the job and not on the basis of personal characteristics or beliefs. Supply Partner must not discriminate in hiring or employment practices based on race, color, sex, gender, gender identity or expression, religion, age, national origin, nationality, sexual orientation, disability, pregnancy, genetic information, political affiliation, veteran or military status, union membership, marital status, or any other status, characteristic, or combination of characteristics protected by applicable law.

- *Immigration Law Compliance*

Supply Partner shall only employ, and shall ensure that its Supplier Parties only employ, Employees with a legal right to work, which must be validated by the Supply Partner or Supplier Parties, as the case may be, before employment by reviewing the relevant documents in accordance with applicable law. Supply Partner shall implement procedures to ensure compliance with this paragraph. Supply Partner must regularly audit employment agencies from which it obtains Employees to monitor compliance with this requirement.

Animal Welfare

Shamrock is committed to the humane treatment of animals. Supply Partner must implement and maintain, and shall ensure that its Supplier Parties implement and maintain, humane procedures to prevent the mistreatment of animals at all times, including when they are raised, cared for, transported, and processed. Supply Partner shall provide, and shall ensure that its Supplier Parties provide, an environment that is free from stress, cruelty, abuse, and neglect throughout the life of the animal.

Health, Safety, and the Environment

■ *Health and Safety in the Workplace*

Supply Partner shall have, and shall ensure that its Supplier Parties have, safe and healthy working environments to include appropriate controls, safe procedures, preventative maintenance, and appropriate protective equipment in compliance with applicable laws. This is especially important when dealing with hazardous materials.

■ *Product Safety and Quality*

One of the most significant of Shamrock's values is our commitment to providing our customers with trusted food products. Supply Partner shall ensure the safety and quality of all products and comply with government and company food safety requirements and specifications at all times, and shall ensure its Supplier Parties do the same. For products that require safety testing at any point in the supply chain, Supply Partner must maintain, and shall ensure that its Supplier Parties maintain, reasonable, organized, and complete chains of custody. Shamrock may specify the manner, format, or substance of such chain of custody documentation, and Supply Partner shall meet or exceed, and shall ensure that its Supplier Parties meet or exceed, such requirements. In the event Supply Partner becomes aware of any product defect that endangers consumer safety or wellbeing, or that does not otherwise comply with applicable product safety laws (including through its Supplier Parties), Supply Partner must immediately inform Shamrock and comply with all reporting obligations of relevant authorities.

■ *Sustainability*

We strive to conduct business in a sustainable and responsible manner. We believe our social, environmental, and economic success will continue if we do the right and responsible thing with respect to people, planet, and profit. Supply Partner must engage, and shall ensure that its Supplier Parties engage, in sustainable business practices, including food safety, environmental stewardship, animal well-being, the health and safety of employees, ethical business practices, returning a profit to shareholders, and supporting those in need.

No Corruption

Supply Partner shall comply, and shall ensure that its Supplier Parties comply, with all applicable anti-corruption and anti-bribery laws. Supply Partner shall conduct its business in accordance with the highest ethical standards and shall maintain controls sufficient to prevent and detect the misuse of company assets, corruption, bribery, kickbacks, facilitation payments, false invoicing, improper gifts, extortion, and embezzlement. Supply Partner's business dealings shall be fair, legal, and honest.

Supply Partner shall not, directly or indirectly, offer, promise, give, or accept any payment, gift, or other thing of value for the purpose of improperly influencing any business decision or obtaining an improper advantage in connection with its business with Shamrock. Supply Partner shall promptly notify Shamrock of any actual or suspected violation of applicable anti-corruption laws involving products or services provided to Shamrock.

Sanctions and Trade Compliance

Supply Partner shall comply, and shall ensure that its Supplier Parties comply, with all applicable trade laws, economic sanctions, and export control regulations, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Supply Partner shall not supply to Shamrock any goods or services sourced from, or involving transactions with, countries, entities, or individuals subject to applicable sanctions or trade restrictions.

Fair Competition

Supply Partner shall comply, and shall ensure that its Supplier Parties comply, with all applicable antitrust and competition laws. Supply Partner shall not engage, and shall ensure that its Supplier Parties do not engage, in price-fixing, bid-rigging, market allocation, or any other anticompetitive conduct in connection with its business with Shamrock. Supply Partner shall promptly notify Shamrock if it becomes aware of any conduct by its Supplier Parties or its or their respective Employees that may violate applicable competition laws in connection with products or services supplied to Shamrock.

Entertainment and Gifts

Supply Partner shall not offer or provide gifts, including, but not limited to, cash, payments, any forms of monetary compensation, favors, an offer of a loan or a job for someone, trips, tickets to events, entertainment, meals, or other things of value, to any Shamrock employee or representative that could reasonably be perceived as an attempt to improperly influence a business decision. Supply Partner shall not provide any gift or anything with a value of over \$1,000 to any Shamrock employee or representative without prior approval from a Shamrock General Manager, Branch Manager, or President. All supplier incentive programs offered to Shamrock or its employees or representatives are the property of Shamrock. For additional details on Shamrock's expectations with respect to entertainment and gifts, Supply Partner is encouraged to review Shamrock's Anti-Bribery, Anti-Corruption, and Gifts Policy, which can be provided to Supply Partner upon request.

No Conflicts of Interest

Supply Partner shall not engage, and shall ensure that no Supplier Parties engage, in any activity that creates or appears to create a conflict between the personal interests of any individual and the interests of Shamrock. Supply Partner shall promptly disclose to Shamrock any relationship, financial interest, or other circumstance involving Supply Partner, its Supplier Parties, or its or their respective Employees that could reasonably be expected to create a conflict of interest with Shamrock, including any situation in which Supply Partner's Employee or representative has a familial or financial relationship with a Shamrock employee.

Monitoring and Record Keeping

Supply Partner must maintain complete and accurate records to demonstrate its compliance with this *Supplier Code of Conduct* for a period of at least 5 years after the last time Shamrock acquires goods or services from Supply Partner, or longer if required by law. Shamrock and/or its designated agents maintain the right to take certain actions, such as inspection of production facilities or review of the applicable records, to ensure compliance with this *Supplier Code of Conduct*.

Supply Partner shall only provide, and shall ensure that its Supplier Parties only provide, accurate, complete, truthful, and valid information to Shamrock (or to Supply Partner, as applicable), and not any information that is misleading, incomplete, untrue, or falsified; including, but not limited to, any country-of-origin disclosures.

Reporting Concerns

Supply Partner and its Supplier Parties are encouraged to report suspected violations of this *Supplier Code of Conduct* or of applicable law to the Shamrock hotline at (855) 246-1500 or Hotline@shamrockfoods.com. Reports on the Shamrock hotline are anonymous unless the person reporting chooses to reveal their identity. If Supply Partner provides its name or other identifying information as part of a report, Shamrock will make every effort to maintain, within the limits of the law, the confidentiality of Supply Partner's identity.

Compliance and Consequences of Non-Compliance

If Supply Partner fails to comply with any aspect of this *Supplier Code of Conduct*, it shall immediately implement corrective actions.

Shamrock may terminate agreements with Supply Partner if it is unable to demonstrate compliance with this *Supplier Code of Conduct*, and/or applicable laws. If the business relationship has been terminated, Shamrock may consider resuming business with Supply Partner only after an audit satisfactory to Shamrock has been completed. A plan for sustainable improvement may be required. Supply Partner will reimburse Shamrock for all reasonable costs incurred in investigating violations.

This *Supplier Code of Conduct* supplements, but does not supersede, any rights or obligations established in any agreement we may have with Supply Partner.

Supply Partner shall, at any time upon Shamrock's request, certify in writing to Shamrock that it is complying with all provisions of this *Supplier Code of Conduct*.

April 2026