

PURPOSE AND SCOPE

C.H. Robinson Company and its affiliates, d/b Robinson Fresh, are firm in their resolve to do business only with those contracted growers, suppliers, and vendors who grow, harvest, handle, pack, and/or supply fresh produce and other food items (collectively, “Growers/Suppliers”) that share Robinson Fresh’s commitment to ethical and responsible business. As a condition of doing business with Robinson Fresh, it is required that Growers/Suppliers comply with all laws applicable to the country in which the products sold by Growers/Suppliers grown, harvested, handled, packed and/or otherwise supplied. Such laws include but are not limited to law related to labor practices, health and safety, environmental responsibility, anti-corruption and anti-bribery and laws relating to quality and food safety that protect workers and their salaries, both in the United States and abroad. This is a requirement placed on Growers/Suppliers; the agreements with such Growers/Suppliers contractually committing Growers/Suppliers to adhere to applicable laws in the fulfillment of the order, providing Robinson Fresh with an avenue of legal recourse should the agreement be violated. To further the objective of ensuring compliance with laws, including the protection of workers, Robinson Fresh has adopted and issued to its Growers/Suppliers a clear statement of its standards in this ROBINSON FRESH GLOBAL SUPPLIER CODE OF CONDUCT (“**Supplier COC**”). These minimum principles of responsible business practice may set requirements that go beyond local legislation; in such instances business partners shall abide by the stricter standard. Additionally Robinson Fresh requires its core Growers/Suppliers to acknowledge in writing their understanding of Robinson Fresh’s policies requiring full compliance with all applicable laws in the growing, harvesting, and packing of products provided to Robinson Fresh.

BUSINESS CONDUCT PRINCIPLES

Robinson Fresh expects its Growers/Suppliers to conduct business responsibly, with integrity, honesty, and transparency, and to adhere to the following principles:

- 1. Robinson Fresh Growers/Suppliers must maintain awareness of and comply with all applicable laws and regulations applicable to their operations within the countries in which they operate.**
- 2. Compete fairly for Robinson Fresh’s business, without paying bribes, kickbacks or giving anything of value to secure an improper advantage.** Robinson Fresh is committed to conducting business legally and ethically within the framework of a free enterprise system. Growers/Suppliers shall not engage in bribery and are encouraged to eliminate facilitating payments. Corrupt arrangements with customers, Growers/Suppliers, government officials, or other third parties are strictly prohibited. “Corruption” generally refers to obtaining, or attempting to obtain, a personal benefit or business advantage through improper or illegal means.
- 3. Homework, Subcontracting and Supply Chain Management.** Robinson Fresh Growers/Suppliers shall maintain valid business licenses for all operations and maintain all business documentation required by local law. Growers/Suppliers shall only engage in homework practices where permitted by local law and shall maintain all licenses, permits and documentation to demonstrate compliance as well as conduct regular monitoring of homework engagements. Robinson Fresh Growers/Suppliers shall inform Robinson Fresh of all homework and subcontracting activities the individual Growers/Suppliers engage in. Growers/Suppliers shall keep lists of all homeworkers and subcontractors on site and make them available for review to Robinson Fresh and third parties as requested. Robinson Fresh Growers/Suppliers are encouraged to ensure compliance with this Code of Conduct throughout their supply chain through awareness of supply chain risk and supply chain monitoring.

- 4. Hiring and Termination.** Growers/Suppliers shall provide each employee with a written statement of employment conditions including place of work, date of hire, type of contract, compensation, including overtime, and benefits, including leave. The statement shall be in an official language and the language understood by the applicable employee. Growers/Suppliers will ensure that employees are fully informed about working conditions, including overtime, prior to hiring and shall not require employees to pay any fees, travel expenses, administrative costs or other payments for the purpose of recruitment or employment or as a condition of employment. All Growers/Suppliers' employees shall be in a legal employment relationship and Growers/Suppliers shall not systemically use contract, temporary or other non-full-time employment schemes to avoid the legally required payment of worker benefits by engaging in practices that abuse employment structures. Growers/Suppliers shall ensure that all foreign workers are in possession of all legally required working documentation. Prior to hiring, Growers/Suppliers shall verify age documentation and where legally permitted, maintain a copy of such legal documentation. Growers/Suppliers shall not engage in illegal terminations and shall maintain termination records for at least the past 12 months.
- 5. Encourage a diverse workforce and provide a workplace free from discrimination, harassment or any other form of abuse.** Robinson Fresh Growers/Suppliers shall not engage in any kind of discrimination in hiring and employment, including but not limited to discrimination on the basis of race, color, gender, religion, age, political opinion, ethnic or social origin, maternity, sexual orientation, disability, or any other status or personal characteristic. Robinson Fresh Growers/Suppliers shall maintain procedures on anti-discrimination. All employment decisions must be based on qualifications, skills, performance, and experience. Robinson Fresh Growers/Suppliers must create a work environment in which employees and business partners feel valued and respected for their contributions. Harassment, including unwelcome verbal, visual, physical, or other conduct of any kind that creates an intimidating, offensive or hostile work environment will not be tolerated. Robinson Fresh Growers/Suppliers shall implement written disciplinary procedures and not permit illegal or excessive disciplinary action and monetary fines. Abusive security practices shall not be permitted, including opposite sex frisking or removal of clothing. Growers/Suppliers' employees shall not be subject to any illegal recruitment or hiring tests, any pregnancy or HIV testing, and birth control, for the purpose of employment.
- 6. Treat employees fairly, including with respect to wages, benefits and working hours.** Robinson Fresh Growers/Suppliers must comply with all applicable legal and regulatory requirements and will apply sound employee relations practices. Robinson Fresh Growers/Suppliers shall pay wages that are at least in accordance with the legally required minimum or in accordance with collectively agreed wage rates and shall include overtime. Robinson Fresh encourages all Growers/Suppliers to strive to pay a living wage to all employees. All wages should be paid at the legally required intervals and at minimum once a month, in full legal tender and directly to the worker. Illegal deductions are not permitted. Growers/Suppliers shall provide itemized wage statements to all employees. Growers/Suppliers will set regular working hours and overtime hours that are consistent with applicable law. Growers/Suppliers' employees shall be provided with weekly rest and holidays as legally required. Overtime work shall never be mandatory unless permitted by local law and all employees shall be informed before hiring about overtime requirements. Any exceptions to legally stipulated requirements and limits must be in compliance with law and approved by the appropriate authority where legally required.

- 7. Prohibit all forms of forced or compulsory labor.** Robinson Fresh Growers/Suppliers shall maintain and promote fundamental human rights. Employment decisions will be based on free choice and there may be no coerced labor, and no use of physical punishment or threats of violence or other forms of physical, sexual, psychological or verbal abuse as a method of discipline or control. Growers/Suppliers shall not prevent employees from terminating their employment within legally stipulated notice periods and shall not require or impose any form of mandatory overtime on employees. Growers/Suppliers' employees shall not be subject to any threats of termination or repatriation (applicable with employment of foreign migrant workers). Growers/Suppliers' employees shall not be in debt due to recruitment or employment and not be subject to any deposits for the purpose of securing or maintaining employment. Employees shall be in possession or have direct control of their personal identity documents, must be guaranteed freedom of movement, and shall not be restricted from terminating employment (other than restrictions pertaining to legal notice periods).
- 8. Prohibit use of child labor.** Robinson Fresh Growers/Suppliers shall adhere to the minimum employment age limit defined by national law or regulation, and comply with relevant International Labor Organization (ILO) standards. In no instance shall a grower, supplier, or vendors permit children to perform work that exposes them to undue physical risks that can harm physical, mental, or emotional development or improperly interfere with their schooling needs. Working conditions (including labor and health and safety practices) of Growers/Suppliers' employees under the age of 18 shall be in compliance with local law and not jeopardize the health, safety or morals of these employees. This includes, but is not limited to, work with hazardous substances, dangerous machinery, equipment and tools or work that involves manual handling or transport of heavy loads. Employment of trainees, apprentices and individuals under the age of 18 shall be conducted in compliance with the law, including medical testing, applicable documentation maintenance, such as licenses and permits, and terms of employment, such as hours and pay.
- 9. Respect employees' right to freedom of association and collective bargaining, consistent with local laws.** Consistent with applicable law, Robinson Fresh Growers/Suppliers shall respect employees' rights to join or refrain from joining associations and worker organizations. Growers/Suppliers shall not interfere with employees' exercise of their rights.
- 10. Provide safe and healthy working conditions.** Robinson Fresh Growers/Suppliers must proactively manage health and safety risks to provide an incident-free environment where occupational injuries and illnesses are prevented. Growers/Suppliers must comply at minimum with national laws on occupational health and safety and structural safety, including but not limited to emergency preparedness, fire safety, first aid, personal protective equipment, chemicals and hazardous materials storage and handling, equipment and electrical safety, noise, lighting, ventilation, sanitation, access to potable water, clean toilet facilities and employee training. Robinson Fresh Growers/Suppliers shall implement management systems and controls that identify hazards and assess and control risk related to their specific industry. Where no legal requirements exist, Robinson Fresh requires Growers/Suppliers to comply with the following conditions at least:

 - a. Management Systems.** Growers/Suppliers are encouraged to assign a health and safety manager or responsible personnel to ensure employee and operational safety and where legally required maintain a health and safety committee that monitors and documents health and safety concerns and remediation efforts. Growers/Suppliers shall maintain all legally required permits, licenses and

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- certifications as they relate to employees' health and operational safety. Growers/Suppliers should complete a risk assessment and implement measures to manage identified health and safety risk.
- b. **Health and Safety Training.** Growers/Suppliers shall train all employees on health and safety as required by local law. Where no such requirements exist, Growers/Suppliers shall strive to train employees on all health and safety requirements outlined in this Code. At minimum, Growers/Suppliers shall provide training to their respective employees as required by local law and covering areas of good sanitation practices, safe handling, storage and disposal of chemicals and hazardous material, and safe operation and handling of dangerous equipment. Growers/Suppliers shall post health and safety related notices as required by local law.
- c. **Emergency Precautions.** Growers/Suppliers shall maintain fire extinguishers as legally required and mount fire extinguishers where flammable and combustible material is storage as well as along emergency pathways. Growers/Suppliers shall ensure that fire extinguishers always remain accessible, are clearly marked, have operating instructions and are inspected monthly. Growers/Suppliers shall maintain emergency as legally required and at least maintain emergency alarms in production and distribution areas. Alarms shall be marked, accessible and audible or visible in high-noise areas. All emergency exits shall be readily accessible, indicated with directional signs and path markings, lead to safe assembly points and be continuously lit. Emergency lighting shall be provided along all emergency exit pathways. Growers/Suppliers shall post emergency evacuation plans as legally required and in all areas with a significant employee population and along emergency exit pathways. Emergency evacuation plans shall be accessible, accurate and understandable by the majority of employees. Emergency evacuation plans shall contain an accurate location of the assembly point and a "You are Here" mark. All emergency assembly points shall be accessible by way of emergency exit pathways, be unobstructed and separate from hazardous, combustible or flammable materials or objects. Growers/Suppliers shall train all employees in appropriate emergency evacuation procedures and hold evacuation drills at intervals required by law and at minimum every 12 months for all shifts and floors of the facility and building.
- d. **First Aid.** Robinson Fresh Growers/Suppliers shall maintain fully stocked first aid kits containing unexpired material. First aid kits shall be immediately accessible to all employees and the locations of first aid kits shall be clearly marked. Where required, Growers/Suppliers shall provide functional and appropriately located eye wash stations and/or chemical shower facilities. Growers/Suppliers shall ensure that at least one employee per shift is trained and responsible for first aid or however many are required by local law. Where legally required, Growers/Suppliers shall have medical staff and or a medical clinic on site. Where necessary, Growers/Suppliers shall ensure that employees receive all necessary medical treatment at the nearest medical facility at no direct cost to the employee. All legally required medical tests shall be provided to applicable employees.
- e. **Accidents.** Growers/Suppliers shall maintain accident records and investigate each employee and facility accident and engage in root cause analysis and corrective and preventative action. Where legally required, Growers/Suppliers shall report all accidents and fatalities to the appropriate authorities.
- f. **Personal Protective Equipment.** Growers/Suppliers shall identify all required personal protective equipment in their operations through a full risk assessment of all work areas. Growers/Suppliers shall provide all legally required personal protective equipment and such equipment identified in the risk assessment and ensure the equipment is used and maintained in good functioning order.

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- g. **Chemicals and Hazardous Materials.** Growers/Suppliers shall ensure safe handling, storage and disposal of chemicals and hazardous materials and ensure such materials are clearly labeled. Growers/Suppliers shall maintain a complete inventory of chemicals and hazardous materials as well as all applicable safety data sheets.
 - h. **Equipment Safety.** Growers/Suppliers shall provide and maintain equipment safety mechanisms, as well as ensure special equipment, such as forklifts, boilers, generators, elevators (lifts), compressors, and industrial refrigerators is maintained and kept in safe working order.
 - i. **Electrical Safety.** Growers/Suppliers shall maintain accessible electrical panels, wiring and outlets and prevent damaged or exposed wiring, possible trip hazards and overloading through the use of adapters, extension cords and/or surge protectors.
 - j. **Noise, Lighting and Ventilation.** Growers/Suppliers shall monitor noise levels, as required by law and shall maintain a work place that is sufficiently lit, ventilated and temperature controlled with due regard to processes taking place and local climate.
 - k. **Potable Water and Sanitation.** Growers/Suppliers shall ensure that all employees have unlimited and free access to potable water and toilet facilities. Toilets shall be sufficient in number, sanitary, well lit and ventilated, separated by gender, and contain privacy stalls, running water and toilet supplies. Growers/Suppliers shall maintain work spaces free from accumulated dust, lint, waste and scraps and shall document general housekeeping schedules.
 - l. **Food Preparation and Canteen Safety.** Growers/Suppliers shall provide sanitary food preparation and canteen areas and maintain any licenses, permits and certifications, as required by law. In the field, growers and Growers/Suppliers shall provide a safe area for workers to take meals and breaks.
 - m. **Child Care Facilities.** Growers/Suppliers shall provide a child care facility where legally required and in accordance with legal specifications. Where indoors, Growers/Suppliers shall ensure any child care facility is sanitary, separate from the production area, on the ground floor, equipped with an emergency alarm system, secondary emergency exit, fire extinguisher(s) and a first aid kit. Individuals under the age of 18 who are not working at the facility should not have access to production areas.
- 11. Carry out operations with care for the environment and comply with all applicable environmental laws and regulations.** Robinson Fresh Growers/Suppliers shall comply with all local laws concerning the environment. Robinson Fresh requires Growers/Suppliers to complete a risk assessment to identify environmental impacts of their daily business decision-making processes and to minimize impacts on the environment, including solid waste management, waste water management, preventing discharge of chemicals and hazardous waste into the environment and minimizing air emissions and noise pollution as well as identifying opportunities for conservation of natural resources and recycling. Growers/Suppliers shall not use any ozone-depleting chemicals (ODCs) in their operations.
- 12. Robinson Fresh Growers/Suppliers must maintain accurate financial books and business records in accordance with all applicable legal and regulatory requirements and accepted accounting practices.**
- 13. Deliver products and services meeting applicable quality and food safety standards.** Growers/Suppliers shall comply with all applicable legal food safety requirements and quality requirements pertaining to the supplied goods and with contractually agreed food safety requirements including but not limited to robust

food safety and quality management systems following Good Agriculture Practices (GAP), Hazard Analysis and Critical Control Point (HACCP) Program and an Environmental Monitoring and Control Program.

- 14. Support compliance with the Supplier COC by establishing appropriate management processes and cooperating with reasonable assessment processes requested by Robinson Fresh.** To conduct business with Robinson Fresh, Growers/Suppliers must enter into contracts and/or execute purchase orders that mandate compliance with the Supplier COC. With prior notice, Robinson Fresh may conduct reasonable audits via their own staff or third-party auditors to verify Growers/Suppliers' compliance with the Robinson Fresh Supplier COC. Robinson Fresh Growers/Suppliers shall grant full access to all operations including related documentation and facility-provided housing, and grant permission to conduct confidential employee interviews. Growers/Suppliers shall introduce an anonymous grievance procedure which allows all employees to raise grievances with management without fear of reprisal or negative repercussions. Growers/Suppliers shall not retaliate against any employee who has reported possible violation of the Robinson Fresh Supplier Code of Conduct, and shall not engage in unethical or dishonest behavior or action to influence the outcome of verification. Robinson Fresh Growers/Suppliers are required to engage in corrective action during the assessment or immediately thereafter and report such corrective action to Robinson Fresh. Long-term corrective action involves identification of root causes and implementation of management systems to ensure non-compliances are prevented from occurring in the future.
- 15. Report suspected violations of the Code.** Growers/Suppliers' employees or contractors may report suspected violations of this Supplier COC. This can be done in working with your Robinson Fresh representative or by sending an email to SupplierCOC@robinsonfresh.com.