



# **JOHN B. SANFILIPPO & SON, INC.**

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## **Supplier Code of Conduct (the “Code”)**

John B. Sanfilippo & Son, Inc. (“JBSS”) has a long history of operating with high ethical standards and integrity. We have done this by balancing our strong desire for profitable growth with our commitments to our various stakeholders, including our employees, shareholders, consumers, and the communities in which we operate. The manner in which our employees manage the social, environmental, and economic impacts of our business model is critical to our business success. Our stakeholders expect JBSS to uphold high standards of responsible and ethical behavior in our operations and to encourage a similar commitment by companies with which we do business.

This Code sets forth JBSS’s standards and expectations, which is aligned with the OECD Due Diligence Guidance for Responsible Business Conduct, and addresses key areas of corporate responsibility for our suppliers and vendors and their respective subcontractors and agents (collectively, “Suppliers”).

### **Legal Compliance and Business Integrity**

Suppliers must comply with all applicable laws and regulations in their jurisdiction of operation, including laws against public and commercial bribery and corruption. Suppliers must not directly or indirectly give or accept anything of value in exchange for preferential treatment or an improper business advantage with any other party including, but not limited to, employees and agents of JBSS and governmental officials.

### **Social and Working Conditions**

#### ***Child Labor***

JBSS is committed to the elimination of the “worst forms of child labor,” as defined by ILO Convention 182, from its supply chain. We expect our suppliers to support and participate in industry efforts aimed at the elimination of such practices wherever they exist in the supply chain. The use of child labor on farms as permitted by applicable local and national laws and regulations is not a violation of this Code.

#### ***Working Hours and Wages***

Suppliers must provide wages at least equal to the applicable legal minimum wage and any associated minimum statutory benefits. If there is no legal minimum wage, Suppliers must ensure that wages are at least comparable to those at similar companies in the local area or to prevailing industry norms. Working hours should reflect applicable legal norms and overtime hours should be paid at the legally mandated premium or at least at the same rate as regular hours worked if there is no mandated premium.

#### ***Freedom of Association***

Suppliers should respect employees’ right to freedom of association including the right to collectively bargain, consistent with local national laws and regulations and ensure that all employee relationships are of a voluntary nature.

## ***Human Trafficking***

JBSS strictly prohibits its Suppliers from engaging in human trafficking-related activities. These activities include engaging in sex trafficking, procuring commercial sex acts (even if this practice is legal in the jurisdiction where it transpires), using slavery, using force, fraud or coercion to subject a person to involuntary servitude, using bonded (including debt bondage) or indentured labor, or obtaining labor from a person by threats of serious harm to that person or another person.

To help ensure heightened awareness, detection, prevention, and reporting of human trafficking, JBSS provides to its employees, managers and our third-party operators the following link to “[Human Trafficking 101](#)” published by the Department of Homeland Security. The National Human Trafficking Resource Center Hotline is: 1-888-3737-888.

## ***Non-Discrimination***

Suppliers’ hiring and employment decisions, including those relating to compensation, benefits, promotion, training and development, discipline, and termination, shall be made solely on the basis of the skill, ability, and the performance of workers. It is the policy of JBSS that discrimination is not permitted on the basis of race, color, religion, gender, age, national origin, disability, political opinion, national extraction, social origin, or any other category protected under applicable law. (ILO Conventions 100 and 111).

## ***Health and Safety***

Suppliers must provide a safe and healthy working environment for all employees and other third parties working onsite that includes appropriate controls, safety procedures, preventative maintenance, and protective equipment. Practices must comply with all relevant local and national laws, codes and regulations. Health and hygiene of workers should be addressed by Suppliers as relevant to specific operations, including toilet facilities, access to drinking water, and food safety.

## ***Environment and Sustainability***

Minimizing environmental impact is a key part of JBSS’s business practices and JBSS is committed to supporting sustainable production practices. At a minimum, Suppliers must fully comply with all applicable local and national environmental laws and regulations and should strive to conduct their operations in a way that conserves natural resources.

As part of our commitment to sustainability and the well-being of our customers and the environment, we require all suppliers to ensure that their materials and production processes do not involve the use of chemicals that are harmful. This includes, but is not limited to, per- and polyfluoroalkyl substances (PFAS), heavy metals, and other substances that are known to pose significant health and environmental risks. Suppliers must provide documentation and certifications verifying that their materials comply with all relevant safety and environmental regulations.

## ***Pollution Prevention and Resource Reduction***

Suppliers should endeavor to reduce waste and usage of all types by implementing appropriate conservation measures in their operations. Improvement plans for waste reduction, recycling, energy conservation and greenhouse gas mitigation policies should be in place, along with demonstrable evidence of implementation.

***Environmental Permits and Reporting Suppliers must obtain, maintain and keep current all required environmental permits (e.g. discharge monitoring) and registration and all operational and reporting requirements shall be followed.***

### ***Wastewater and Solid Waste***

Suppliers must conduct their activities such that wastewater and solid waste are monitored, controlled and treated as required by applicable local and national laws and regulations prior to legal discharge or disposal and records of required monitoring and disposal are maintained in accordance with applicable laws and regulations.

### **Other**

#### ***Reporting***

It is the policy of JBSS that Suppliers must allow their employees and third party agents to raise issues or concerns without fear of retaliation. To that end, Suppliers, who learn or are aware of (i) violations of this Code by Supplier or (ii) violations of law or policy by JBSS employees related to services provided to or contracts with JBSS, have an obligation and must direct and allow their employees and third party agents to report such issues, concerns or conduct to JBSS. Such reports may be made to JBSS anonymously at:

[www.ethicspoint.com](http://www.ethicspoint.com) or

toll free EthicsPoint hotline number 1-866-292-2074

### ***Codes of Conduct and Sub-tier Vendors***

It is the policy of JBSS that Suppliers must have management systems in place to support compliance with laws, regulations, and this Code. We encourage our Suppliers to implement their own written code of conduct.

### ***Information Safety***

Suppliers shall have safeguards and processes in place to protect their information systems and data and any information systems and data of JBSS to which supplier employees and contractors have access, from cyberattacks and to ensure business continuity. The effectiveness of these safeguards and processes should be tested internally on a regular basis and by a qualified third party on an annual basis at a minimum. Suppliers shall have a formal annual employee training program that heightens the awareness of and minimizes cyber risk. In the event of a material cyber incident that impacts any service or delivery of any product to JBSS, supplier shall provide written notice to JBSS within two (2) business days of the incident informing them of the material cyber incident and its impact. To the extent that JBSS has any mandatory reporting and/or notice requirement as a result of the Supplier's material cyber incident, supplier also agrees to cooperate with and provide any information to JBSS to assist in any subsequent mandatory filing.

### ***Use of Generative Artificial Intelligence***

Suppliers shall not use generative artificial intelligence to create any work product without JBSS's written consent. Supplier agrees that none of JBSS's Confidential Information shall be entered into any generative artificial intelligence tool. Confidential Information is defined as information or materials of a proprietary nature, which are generally unknown to the general public, that is related to the business of JBSS. JBSS Confidential Information includes but is not limited to, trade secrets, formulas, pricing data,

product data, intellectual property, personal information, customer data, legal actions or strategy, non-public financial information, designs, processes, and/or business outlooks. If Supplier must use JBSS Confidential Information, it must agree to opt-out of training data set contributions and confirm the same, in writing, to JBSS.

By signing below, Supplier acknowledges receipt of this Code and represents and warrants it is and will remain in compliance with this Code while doing business with JBSS.

Supplier Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_