

ARYZTA GLOBAL SUPPLIER CODE OF BUSINESS CONDUCT

August 2013

ARYZTA LLC has developed this Global Supplier Code of Business Conduct (“the Code”) to reflect our (ARYZTA) commitment to conduct our business activities in full compliance with applicable laws and regulations; and to be guided by integrity and honesty in all of our business dealings. The aim of the Code is to help ARYZTA maintain this commitment by setting standards to which ARYZTA expects its suppliers, their employees, agents, subcontractors, and other representatives (collectively referred to as “Suppliers”), to respect and adhere to when conducting their business dealings. It is the Supplier’s responsibility to educate its employees, agents, subcontractors, and other representatives accordingly.

The Code is applicable to Suppliers of ARYZTA and its majority-owned and joint-venture owned subsidiaries. The Code contains the minimum standards applicable to ARYZTA Suppliers. Suppliers may have individual contracts with ARYZTA that contain specific provisions and/or agreements relating to these standards. The Code is not meant to supersede such provisions and/or agreements and, to the extent there is any inconsistency between the Code and such provisions and/or agreements, the provisions and/or agreements in the separate contract shall control.

SECTION I – BUSINESS PRACTICES

ARYZTA requires that Suppliers observe all applicable laws and regulations; the highest standards of business and personal ethics; and act with integrity in an open and honest manner, including:

- A. **Anti-Bribery:** Suppliers acting on behalf of ARYZTA must comply with the U.S. Foreign Corrupt Practices Act and all other local laws dealing with bribery of government officials and are not permitted to engage in any corrupt practices, including bribery, kickback, corruption, extortion or embezzlement. A copy of the Act is posted on:

<http://www.justice.gov/criminal/fraud/fcpa/statutes/regulations.html>.

A corrupt practice may include, but is not restricted to, a Supplier or third party acting on behalf of the Supplier providing anything of value, directly or indirectly, to any government official, employee of a government-controlled company, or political party to influence a decision in favor of the Supplier or a customer of Supplier, or to obtain any other improper benefit or advantage. Suppliers must keep, and furnish to ARYZTA, on request, a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of ARYZTA or out of funds provided by ARYZTA.

- B. **Trade Restrictions:** Suppliers are not required to forego trade with ARYZTA’s competitors in order to merit ARYZTA purchases. Suppliers are free to sell products in competition except when otherwise agreed to in writing with ARYZTA and/or where the product involved is one in which ARYZTA has a substantial proprietary interest because of an important contribution to the concept, design, or manufacturing process. No Supplier will be asked to buy ARYZTA’s products in order to start or continue as a Supplier.
- C. **Conflict of Interest:** Suppliers should avoid any interaction with an ARYZTA employee that may conflict with, or appear to conflict with, that employee acting in the best interests of ARYZTA. While it is impossible to list every circumstance giving rise to possible conflicts, the following provides limited examples of potential conflicts of interest:

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1. Interest in a business: Ownership by an ARYZTA employee or by anyone in a family relationship with such ARYZTA employee (spouse, parent, sibling, grandparent, child, grandchild, mother-or father-in-law, or same or opposite sex domestic partner) of a substantial financial interest (>10%) in a Supplier with which ARYZTA does business or is seeking to do business.
 2. Relationship with other businesses: Any relationship by the ARYZTA employee or by anyone in a family relationship with such ARYZTA employee with a Supplier as a director, officer, employee, agent, consultant, etc.
 3. Inducement: Any attempt by the ARYZTA employee or by anyone in a family relationship with such ARYZTA employee to induce any purchaser, Supplier, government official, labor union representative, or others to compromise their employment or public duties by the making of any gift, payment, loan or grant of unreasonable favors.
- D. **Gifts, Entertainment, and Corporate Hospitality:** Gifts, entertainment, and other hospitality, whether given or received, should be of such a scale and nature as to avoid compromising the integrity or impugning the reputation of all parties. Business decisions will be made on the basis of value, cost, quality, and service. No gift, favor, or entertainment should be provided or accepted if it will obligate or appear to obligate the recipient. Gifts or entertainment may be provided if they are reasonable complements to business relationships, or of modest value and not against the law. ARYZTA employees may not accept gifts, favors, and entertainment valued at more than \$250USD in any one year from the same Supplier. Gifts, favors or entertainment are not needed to conduct business with ARYZTA.
- E. **Communication:** Suppliers may not utilize ARYZTA's name, trademarks, logos, graphics or images unless expressly permitted in writing by ARYZTA. Significant agreements with distributors, brokers and Suppliers should be set out in writing.
- F. **Confidential Information:** Suppliers who have been given access to confidential information as part of the business relationship should not share this information with anyone else unless authorized to do so by ARYZTA. If a Supplier believes it has given access to ARYZTA's confidential information in error, the Supplier should immediately notify its contact at ARYZTA and refrain from further distribution of such information. Suppliers will be asked to sign a Confidentiality and Non-Disclosure Agreement.
- G. **Sustainability and Environment:** Suppliers must comply with all national and local environmental laws and regulations. Suppliers are responsible for managing, measuring, and minimizing the environmental aspects of their facilities. Specific focus areas include air emissions, waste reduction, recovery and management, water use and discharge, and carbon emissions. Suppliers will work with ARYZTA to ensure that raw materials sourced on behalf of ARYZTA are grown, processed and shipped in a sustainable manner.
- H. **Product Quality and Safety:** All products and services delivered by a Supplier must meet the necessary specifications and criteria outlined by ARYZTA Food Safety & Quality Assurance.

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SECTION II – EMPLOYMENT-RELATED PRACTICES

We expect our suppliers to conduct their activities in a manner that respects human rights as set out in the United Nations Universal Declaration of Human Rights. In addition, suppliers will comply with the following labor practices:

- A. **Applicable Local Labor Laws:** All business activities of Suppliers must comply with all national and local legal requirements along with published industry standards pertaining to employment and manufacturing in the applicable country.
- B. **Freedom of Association:** Suppliers shall respect the rights of workers to associate or not to associate with any group, as permitted by and in accordance with all applicable laws and regulations.
- C. **Forced Labor:** Suppliers must not use prison labor; forced labor; labor under any form of indentured servitude; physical punishment; confinement; threats of violence; or any other forms of abuse. Suppliers will ensure that their employees are not subjected to psychological, verbal, sexual or physical harassment of any other form of abuse and will comply with all applicable laws on harassment and abuse of employees. Suppliers shall not retain employees' government-issued identification, passports or work permits as a condition of employment.
- D. **Slavery & Human Trafficking:** The use of slavery or human trafficking (including debt bondage) by Suppliers is forbidden.
- E. **Child Labor Practices:** Suppliers must comply with all applicable child labor laws and are prohibited from using workers under the legal age of employment in the relevant country or where work interferes with schooling requirements under applicable local laws and regulations. Suppliers shall not hire any employee who is less than 14 years old regardless of the legal age of employment in the relevant country,
- F. **Working Hours:** Suppliers must ensure that all employees working on products supplied to ARYZTA do so in compliance with all applicable national and local laws and with published industry standards pertaining to the number of hours and days worked and overtime. Employees shall be allowed at least one day off every seven days, and any overtime worked shall be voluntary. If local law allows employees may voluntarily work overtime on rest days, provided that they are allowed at least one day off within the next seven days.
- G. **Compensation:** Supplier employees working on products supplied to ARYZTA must be fairly compensated and provided with wages and benefits that comply with applicable national and local laws. This includes paying of overtime, premium pay and equal pay for equal work without discrimination where applicable. There shall be no disciplinary deductions from pay.
- H. **Non-Discrimination:** Suppliers shall not discriminate in hiring or applying employment practices on the grounds of race, color, religion, sex, age, sexual orientation, physical ability, national origin, or any other prohibited basis or personal characteristic unrelated to job performance, and will comply with all applicable employment discrimination laws.
- I. **Work Place Environment:** Suppliers must provide their employees with safe and healthy working conditions and, where provided, living conditions. This includes, at a minimum, potable drinking water, adequate and clean restrooms, adequate ventilation, fire exits, essential safety equipment, emergency first aid kit, access to emergency medical care, and appropriately lit work stations. Suppliers shall ensure that all workers receive communications and training on emergency planning and safe work practices. In addition, suppliers shall have systems to prevent, detect, and respond to potential risks to the safety, health, and security of all employees. Suppliers' facilities must be constructed and maintained in accordance with the standards set by applicable national and local laws, codes and ordinances.

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SECTION III - REPORTING POTENTIAL MISCONDUCT

Suppliers who believe that an ARYZTA employee, or anyone acting on behalf of ARYZTA, has engaged in illegal or otherwise improper conduct with respect to their business with the Supplier should report the matter to ARYZTA. Suppliers should also report any potential violation of the Code. Reports may be made at codeofconductNA@ARYZTA.com. A Supplier's relationship with ARYZTA will not be affected by any honest report of potential misconduct.

SECTION IV: AUDITS

ARYZTA reserves the right to verify the Suppliers compliance with the Code. If ARYZTA becomes aware of any actions or conditions that are not in compliance with the Code, ARYZTA reserves the right to demand corrective measures. ARYZTA reserves the right to terminate an agreement with any Supplier who does not comply with the Code.

Updates of the Code will be posted on:

http://www.labreabakery.com/supplier_code_of_conduct.aspx

<http://www.spunkmeyer.com/About-Us/About-Us/>

It is the Supplier's responsibility to regularly check the site for updates to the Code. The Code will be updated, if necessary, on an annual basis. The updated Code will be available on the above site after August 1st of each year..

This document is required to be signed by an officer of your company. PLEASE CHECK BOTH BOXES AND ENTER YOU CONTACT INFORMATION BELOW:

- I have read and fully understand this policy and its guidelines. It is the Supplier's responsibility to regularly check the site for updates to the Code.
- I agree to allow announced audits of this Supplier Code of Conduct at any facility that provides products or services to ARYZTA. These audits may be conduct by employees of ARYZTA or a 3rd Party Audit Firm. Suppliers are responsible for the cost of any audits or subsequent follow-up audits.

Signature

E-mail Address

Print Name

Title

Print Company Name(s)

Telephone Number (*Country Code, Area Code, Number*)

FOR INTERNAL USE ONLY

North America
 Pacific Rim

Latin America
 Europe