



Supplier Code of Conduct

This Supplier Code of Conduct ("Code of Conduct") applies to all suppliers ("Suppliers") who provide services and goods to W.M. Barr & Company ("Barr Brands"). Suppliers must be committed to the highest standards of ethical conduct when dealing with Barr Brands' and their own employees, suppliers, and customers. This Code of Conduct sets forth the basic requirements that all Suppliers must comply with in order to do business with Barr Brands.

If Barr Brands believes that any Supplier has violated this Code of Conduct, Barr Brands has the right to terminate its business relationship with the Supplier and to proceed to secure any and all other rights and remedies available to it under applicable law. Barr Brands reserves the right to reasonably change the requirements of the Code of Conduct and, in such an event, expects the Supplier to accept such reasonable changes.

1. **Compliance with Laws:** Suppliers must comply with all applicable national, state and/or local laws and regulations.
2. **Forced Labor:** Suppliers shall not use any form of forced, bonded, indentured, trafficked, slave or prison labor. All work must be voluntary, and workers shall be free to leave work or terminate their employment with reasonable notice. All workers must not be required to surrender any government-issued identification, passports or work permits as a condition of employment.
3. **Child labor:** Child labor is strictly prohibited. The minimum age of employment shall be the higher of 16 years of age, the minimum age for employment in that country or the minimum age for completing compulsory education in the country of manufacture.
4. **Employment Practices:** Suppliers must have hiring practices that verify accurately age and ability to work legally in the country of employment.
5. **Acceptance of Gifts and Benefits:** Barr Brands prohibits giving or accepting gifts exceeding fifty US dollars (50 USD) value to or from any of its Suppliers, unless applicable law prohibits the giving or accepting of gifts or entertainment of even nominal value. This applies to Barr Brands employees, agents, contractors, and each of their immediate family members. The following types of gifts may never be offered, regardless of value: cash or cash equivalents (i.e. gift cards); any gifts that are or could be illegal; any gifts (including meals, transportation and travel accommodations) offered in connection with an inspection, audit, during a bidding process involving the Supplier, or to a Barr Brands agent or consultant working on behalf of Barr Brands. This policy does not change during traditional gift-giving seasons.
6. **Conflicts of Interest:** Suppliers shall not engage in any activity with an employee of Barr Brands which could create a real or perceived conflict of interest.
7. **Anti-Corruption and Anti-Bribery:** Suppliers must not tolerate, permit, or engage in bribery, corruption or unethical practices whether in dealings with public officials or individuals in the private sectors. Suppliers must conduct business in compliance with all applicable laws and shall avoid engaging in any activity which could be deemed a corrupt and/or unethical practice. Suppliers must maintain integrity, transparency and accuracy in all records of matters relating to their business with Barr Brands. For the purpose of obtaining or retaining business for the benefit of Barr Brands, Suppliers must not make or receive, offer to make or receive, or cause another to make or receive, payments or anything of value, to or from any public or private officials.
8. **Health and Safety:** Suppliers shall provide all workers with a safe work environment and shall provide all workers with appropriate personal protective equipment and workplace health and safety information and training.

9. **Conflict Minerals:** Supplier shall not provide products to Barr Brands that contain Conflict Minerals sourced from the Democratic Republic of the Congo or an adjoining country, including Angola, Burundi, Central African Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia (collectively and with the Democratic Republic of the Congo, the “Covered Countries”) unless the Conflict Minerals are sourced from a certified mine or a conflict free smelter. Supplier shall have the programs in place that satisfy this requirement, and part of such programs shall include (i) maintenance of records that support Supplier’s obligation to provide products to Barr Brands that do not contain Conflict Minerals originating in Covered Countries unless the Conflict Minerals are sourced from a certified mine or a conflict free smelter and (ii) participation in any information requests by Barr related to the inclusion of Conflict Minerals in Supplier’s products.
10. **Environment:** Suppliers must comply with all national and local environmental laws applicable to air emissions, waste handling and disposal, water use, wastewater discharges, and hazardous and toxic substances. Suppliers shall also validate and maintain records demonstrating that source materials were harvested in accordance with all international treaties in addition to national and local laws.
11. **Confidentiality and Intellectual Property:** All Suppliers and their representatives are expected to maintain the confidentiality of information entrusted to them by Barr Brands or its customers. Suppliers must respect and protect Barr Brands intellectual property rights and maintain the confidentiality of trade secrets and other Barr proprietary information which includes any information that is nonpublic or not easily obtained or determined. Supplier shall not use stolen or misappropriated technology.
12. **Monitoring and Enforcement:** Barr Brands, by itself or with the assistance of a third party, will take affirmative measures, such as announced and unannounced inspections of production facilities, to ensure compliance with this Code of Conduct. Suppliers must maintain all documents to demonstrate compliance with this Code of Conduct and shall make such documents available to Barr upon request.