

## Ferrara Candy Company - Global Supplier Code of Conduct

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Ferrara Candy Company is driven to share delight with communities around the world, and critical to this mission is our commitment to integrity, honesty, and adherence to ethical standards throughout our operations and our value chain.

Ferrara has developed this Global Supplier Code of Conduct to reflect this commitment, ensure business activities are conducted in full compliance with applicable laws and regulations, and support our business partners and Suppliers in identifying and addressing risks to strengthen the resilience of our supply chain. The contents of this Global Supplier Code of Conduct were specifically developed to align with and build upon the International Labor Organization's (ILO) [Fundamental Principles and Rights at Work](#), the [Ethical Trading Initiative \(ETI\) Base Code](#), and the United Nations Guiding Principles on Business and Human Rights ([UNGPs](#)).

Adherence by all our Suppliers to the requirements of this Global Supplier Code of Conduct is imperative, and we appreciate our Suppliers' partnership in helping us achieve these standards and share delight with our world.

### INTRODUCTION

This Global Supplier Code of Conduct ("Code") sets out the principles and standards which Ferrara Candy Company ("FCC" or "Ferrara") expects its Suppliers to respect and adhere to when conducting business dealings. (See Definitions section for full definition of "Supplier.") The Code is applicable to all Suppliers of Ferrara and applies to all agreements, contracts, and purchase orders submitted by Ferrara.

Suppliers are responsible for ensuring compliance with this Code and educating their employees, agents, subcontractors, and other representatives, including through any affiliates involved in providing goods or services to Ferrara, accordingly. Suppliers must also ensure that their own suppliers implement and comply with standards that are consistent with this Code, and that the Suppliers and all of the related parties mentioned in this paragraph are educated on this Code or codes with equal standards.

In addition to the requirements detailed in this Code, Suppliers are responsible for material compliance with all applicable state, national, and international laws, rules, and regulations relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights, environmental protection, sustainable development, and bribery and corruption. Where local or national law and international standards conflict, or where laws conflict with this Code, Suppliers must comply with applicable laws but aim to honor the international standards and the Code's standards outlined herein. This Code does not take precedent where courts or other governmental bodies have jurisdiction.

This Code contains the minimum standards applicable to Ferrara's Suppliers. However, Suppliers may have individual contracts with Ferrara that contain specific provisions and/or agreements relating to these standards. The Code is not meant to supersede such provisions and/or agreements

## **Ferrara Candy Company - Global Supplier Code of Conduct**

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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 will control.

Ferrara is committed to working with its Suppliers on a journey of continuous improvement. In this effort, Ferrara reserves the right to verify and audit Suppliers' compliance with the Code and, if Ferrara becomes aware of any actions or conditions that are not in compliance with the Code, Ferrara reserves the right to demand corrective measures. Ferrara will support and collaborate with Suppliers to remedy noncompliance. If Suppliers fail to take independent or collaborative action or provide remedy in a timely manner, Ferrara may consider this as a breach of the agreement by the Supplier.

Suppliers who believe that a Ferrara employee, or anyone acting on behalf of Ferrara, has engaged in illegal, unethical, or otherwise improper conduct or has committed a potential violation of the Code must immediately report the matter to Ferrara. A Supplier's relationship with Ferrara will not be affected by any honest report of potential misconduct by a Ferrara employee. Suppliers must also report any potential violation of the Code by a Supplier.

Reports can be made anonymously either by calling 800 461 9330, or through Ferrara's webpage at [ferrara.bz/ECHotline](http://ferrara.bz/ECHotline).

This Code will be reviewed at least every five years and any updates of this Code will be posted on <http://www.ferrara.com>. Suppliers are responsible for regularly checking the Ferrara website for updates to the Code.

## Ferrara Candy Company - Global Supplier Code of Conduct

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### TABLE OF CONTENTS

DEFINITIONS

SECTION I – BUSINESS PRACTICES

SECTION II – HUMAN RIGHTS AND WORKING CONDITIONS

SECTION III – HEALTH AND SAFETY

SECTION IV – ENVIRONMENT

SECTION V – MANAGEMENT AND COMPLIANCE

### DEFINITIONS

- The term “Supplier,” used individually or collectively, in the context of this Code refers to suppliers, third parties, manufacturers, contractors, agents, distributors, brokers, consultants, subcontractors, and/or affiliate entities.
- The term “Worker” or “Employee” used individually or collectively, in the context of this Code is defined to include full time employees, part time employees, consultants, contractors, trainees, interns, temporary workers, local workers, and/or migrant workers.

### SECTION I - BUSINESS PRACTICES

FCC requires Suppliers to comply with all applicable laws and regulations; observe the highest standards of business and personal ethics; and act with integrity in an open and honest manner.

- A. Compliance and Integrity:** Suppliers of FCC must conduct their business in a lawful and ethical manner that is consistent with FCC values and culture. Suppliers of FCC must comply with all applicable laws and regulations including, but not limited to, treaties, international standards, and regulations related to data privacy, trade sanctions, exports, money laundering, insider trading, antibribery, and antitrust compliance.
- B. Anti-Bribery:** Suppliers of FCC must comply with the [U.S. Foreign Corrupt Practices Act](#) and all other applicable laws dealing with bribery of government officials. FCC does not tolerate or permit the engagement on its behalf of corrupt practices, including bribery, kickbacks, corruption, extortion, or embezzlement.

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 the Supplier, or to obtain any other improper benefit or advantage.

Suppliers must ensure that they and their subcontractors have adequate procedures to prevent bribery or corruption in all commercial dealings they undertake.

## Ferrara Candy Company - Global Supplier Code of Conduct

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- C. Trade Restrictions and Fair Dealing:** Suppliers are not required to forego trade with FCC's competitors in order to qualify for FCC purchases. Suppliers are free to sell products in competition with FCC. No Supplier will be asked to buy FCC's products in order to qualify or continue as a Supplier. Suppliers must comply with trade restrictions, including export controls, in the United States, United Kingdom, and any other applicable jurisdiction, and avoid violating restrictions on sanctioned countries.
- D. Conflict of Interest:** Suppliers must promptly report to FCC any relationship with an FCC employee that may conflict with, or appear to conflict with, that employee acting in the best interests of FCC. We expect Suppliers to mitigate appropriately against any real, potential or perceived conflict of interest through their work with FCC. While it is impossible to list every circumstance giving rise to possible conflicts, the following provides limited examples of potential conflicts of interest:
- Interest in a Supplier: Ownership by an FCC employee or by anyone in a family relationship with such FCC employee (spouse, parent, sibling, grandparent, child, grandchild, mother-or father-in-law, or domestic partner) of any financial interest in a Supplier with which FCC does business or is seeking to do business.
  - Personal relationships with a Supplier: Any relationship by the FCC employee or by anyone in a family relationship with such FCC employee with a director, officer, employee, agent, consultant, etc. of a Supplier.
  - Inducement: Any attempt by an FCC employee or by anyone in a family relationship with such FCC 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.
  - Position of influence: A Supplier with a position of influence gained through working with FCC should not use that position to unfairly disadvantage any other Supplier or reduce the potential for future competition.
- E. Gifts, Entertainment, and Corporate Hospitality:** FCC believes that sound business decisions are made on the legitimate basis of value, cost, quality, and service. Such decisions are best achieved when transactions between FCC and its Suppliers and customers take place in an atmosphere of impartiality, free of personal considerations. FCC's policy on gifts is designed to preserve and maintain FCC's reputation as a global enterprise that acts with integrity and bases decisions only on legitimate business considerations. Accordingly, we demand that Suppliers adhere to anti-corruption laws and gifts of any value, including gifts of services, should be actively discouraged. Gifts, favors, or entertainment are not needed to conduct business with FCC. FCC employees cannot accept any gift, regardless of value, from a current Supplier or a company seeking to do business with FCC unless they disclose the gift to FCC's Office of Ethics and Compliance and the gift otherwise is consistent with FCC's policies on gifts. Any meals must be reasonable and appropriate in value. We expect Suppliers

## Ferrara Candy Company - Global Supplier Code of Conduct

---

to have robust processes to ensure that the subcontractors in their supply chain also comply with the relevant anti-fraud and corruption laws.

- F. Communication:** Suppliers will not utilize FCC's name, trademarks, logos, graphics, or images unless expressly permitted in writing by FCC.
- G. Confidential Information and Data Privacy:** All Suppliers that work with FCC in any capacity must sign a Confidentiality and Non-Disclosure Agreement. Suppliers that have been given access to confidential information of FCC as part of the business relationship must not share this information with anyone else, nor use such information for any other purposes than the fulfilment of their contractual duties towards FCC, unless explicitly authorized to do so by FCC. If a Supplier believes it has given another party access to FCC's confidential information in error, the Supplier must immediately notify its contact at FCC and refrain from further distribution of such information. Suppliers must protect FCC's confidential information as if it was their own and even after the Supplier's relationship with FCC has ceased. Suppliers must ensure that they comply with data privacy laws and regulations, including but not limited to those regarding collection, use, and protection of personal information, and must maintain adequate security mechanisms when handling FCC's data, consumer data, and their own data. Notwithstanding the above, Suppliers should recognize that this does not prevent us from disclosing information where we are compelled to do so for example by law or to comply with specific domestic or international laws that may apply from time to time.
- H. Cyber Security.** It is essential that Suppliers safeguard the integrity and security of FCC and their own systems and comply with the relevant laws and regulations. Suppliers must inform FCC (and any applicable domestic agency such as the National Cyber Security Centre for those engaged to work on our assets and sites in the UK) if they become aware of any cyber security incident that affects or has the potential to affect FCC data.
- I. Financial Responsibility:** Suppliers must maintain business and commercial records in a transparent manner and in compliance with laws and regulations related to books and records. Suppliers must not participate or attempt to participate in activities that might be or can be categorized as money laundering or as part of organized crime. Suppliers must not participate in or support insider trading.

## SECTION II – HUMAN RIGHTS AND WORKING CONDITIONS

Ferrara's commitment to protecting human rights is outlined in the [Ferrara Human Rights Policy](#). All Suppliers are required to conduct their activities in a manner that aligns with the Ferrara Human Rights Policy and respects human rights as set out in the [United Nations Universal Declaration of Human Rights](#). 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 countries. Suppliers commit to undertaking their own supply chain due diligence to ensure that their supply chain partners perform their activities in compliance with the aforementioned

## Ferrara Candy Company - Global Supplier Code of Conduct

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international and local rules.

In addition, Suppliers and the members of their supply chain will comply with the following labor practices, being understood that the local rules which are more protective towards Workers than the practices set out below will prevail:

- A. Forced Labor:** Suppliers must not use or permit the use of prison labor, forced labor, bonded or indentured labor, slavery, or human trafficking. All work must be voluntary, and all Workers must be ensured freedom of movement. Suppliers commit to undertaking their own supply chain due diligence to ensure that the goods sourced from their suppliers are not made in whole or in part using forced labor. Specifically, by doing business with Ferrara, Suppliers certify that they are aware of and compliant with the Uyghur Forced Labor Prevention Act ([UFLPA](#)) and do not source goods or services from the Xinjiang region.
- B. Migrant Labor:** Suppliers must ensure that all migrant Workers from within or outside of the country, including internally displaced persons, are treated equally to other Workers performing the same or similar work and are equally entitled as local Workers per local law. Suppliers must not retain Workers' government-issued identification documents, passports, or work permits as a condition of employment.
- C. Working Age and Child Labor:** Suppliers will ensure that no underage labor has been used in the production or distribution of their goods or services. Suppliers will not employ any individual under the age of 15, or under the legal minimum age for work or for completing mandatory schooling, whichever is higher.  
  
If Suppliers employ individuals under the age of 18, they must ensure that these individuals do not work in hazardous conditions or engage in hazardous activities. Such Workers' work for the Supplier must not interfere with the individuals' schooling and should otherwise comply with applicable laws.
- D. Employer Pays Principle:** Suppliers are prohibited from charging and collecting recruitment fees and related costs from job seekers and Workers. Per the International Labor Organization, "[related costs](#)" include but are not limited to costs for travel, medical examinations, equipment and safety gear, and trainings. Suppliers working with or sourcing Workers from labor agencies must ensure that the agencies do not require job seekers or Workers to pay recruitment fees. In any case where evidence demonstrates that Workers or job seekers have paid recruitment fees or related costs, the Supplier is responsible for providing repayment in full.
- E. Conditions of Employment:** Suppliers are prohibited from conducting or requiring illegal medical tests or exams as a condition of employment. Suppliers will not retain Workers' government-issued identification, passports, or work permits as a condition of employment.
- F. Freedom of Association:** Suppliers must respect the rights of Workers to form labor unions or Workers councils and associate or not associate with any such group, as permitted by and in accordance with all applicable laws and regulations. Where law restricts the right to collective

## Ferrara Candy Company - Global Supplier Code of Conduct

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bargaining, Suppliers are encouraged to establish Worker committees or other means of Worker representation.

- G. Harassment:** Suppliers are prohibited from engaging in, promoting, or tolerating harassment or abuse of Workers, including restriction of movement; physical punishment; withholding of wages; physical, verbal, psychological, or sexual harassment or violence; bullying; and intimidation or threats.
- H. Non-Discrimination:** Suppliers must not discriminate in hiring or applying employment practices (such as compensation, promotions, accommodation, and terminations) based on the grounds of race, ethnicity, religion, sex, age, gender, gender identity, sexual orientation, physical ability, national origin, union affiliation, pregnancy, citizenship status, or any other prohibited basis or personal characteristic. Suppliers must comply with all applicable employment discrimination laws.
- I. Working Hours:** Suppliers must comply with working hours, rest, and overtime requirements established by law or by collective agreement, where applicable. All Workers must be allowed at least one day off every seven days, and a Worker's continuous working days can never exceed 21 days without a rest day. Any overtime worked should be strictly voluntary.
- J. Wages:** Suppliers' Workers must be fairly compensated and provided with wages and benefits that comply with applicable laws. Provided wages should allow Workers to meet their basic needs and fully strive to provide discretionary income. Suppliers will make no disciplinary or otherwise illegal deductions from Workers' wages. Suppliers must provide their Workers with timely wage statements and with information about the Workers' employment terms and conditions, including benefits, in a language the Workers can understand.
- K. Land Rights:** All Suppliers must protect the land rights of indigenous people and local communities. Suppliers will not engage in land-grabbing and will ensure all matters and engagements related to the acquisition and use of land and resources comply with the principles of Free, Prior, and Informed Consent (FPIC).

### SECTION III - HEALTH AND SAFETY

All Suppliers must provide Workers with safe and healthy working conditions and complying with the local laws with regard to health and safety at work, so far as reasonably practicable. Suppliers must refer to and comply with applicable FCC policies available at: [Policies & Positions | Ferrara](#). Suppliers commit to undertaking their own supply chain due diligence to ensure that their supply chain partners perform their activities in compliance with the aforementioned rules.

- A. Occupational Safety:** Workers must be provided with, at a minimum, access to: potable water; adequate and clean restrooms; adequate heat, ventilation, and lighting; sanitary eating areas; emergency first-aid equipment and supplies; and emergency medical care. Workers



## Ferrara Candy Company - Global Supplier Code of Conduct

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must not be subjected to work in areas or facilities with unacceptable or unsafe levels of noise or air particulates without proper health and safety equipment. All facility exits must remain clear and unrestricted. Suitable, sanitary PPE must be provided to Workers at the Supplier's expense (i.e., not at cost to Workers). Facilities must be constructed and maintained in accordance with applicable laws, codes, and ordinances.

- B. Health and Safety Training and Communication:** Suppliers must ensure that all Workers are trained on policies and practices related to occupational health and safety and emergency preparedness. Workers must be trained at the start of employment and routinely thereafter. Health and safety training must be provided to Workers in the Workers' primary language(s). Suppliers must provide their Workers with a mechanism through which Workers can raise any concerns about health and safety without fear of retaliation.
- C. Living and Housing Conditions:** Suppliers providing housing or living accommodations for Workers must ensure that: facilities are clean and structurally-sound; Workers have access to potable water, clean restrooms, and showers; and accommodations provide adequate heat, ventilation, lighting, sanitary food preparation and dining areas, and emergency exits. All exits in housing accommodations must remain clear and unrestricted to allow for free movement of Workers.
- D. Emergency Preparedness:** Suppliers must implement appropriate operational procedures to identify and respond to emergency situations. At a minimum, procedures must include Worker notification and training, drills, evacuation protocols, and adequate equipment (e.g., fire suppression equipment, alarms, first-aid supplies, etc.). Suppliers must ensure emergency equipment is well-maintained, functional, and periodically inspected in accordance with applicable laws and codes.
- E. Risk Management:** Suppliers will maintain systems to prevent, detect, respond to, and report potential risks to the safety, health, and security of all Workers. These systems must include timely investigation and response procedures and proper incident reporting protocols.

## SECTION IV – ENVIRONMENT

Ferrara is committed to minimizing its negative impacts on the environment and expects all Suppliers and their supply chain partners to do the same.

- A. Environmental Regulation Compliance:** Suppliers must comply with all applicable environmental laws and regulations and maintain all necessary permits, permissions, and registrations, including those related to the environment, that are required for safe and legal operations.
- B. Emissions:** Suppliers will measure, track, document, and establish targets to minimize emissions, including greenhouse gas emissions, from their facilities and operations to air,



## Ferrara Candy Company - Global Supplier Code of Conduct

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water, and soil.

- C. Waste:** Suppliers will track and establish targets to minimize the generation of waste and wastewater associated with their facilities and operations. Suppliers will establish appropriate systems to effectively recycle, compost, and otherwise dispose of solid waste.
- D. Resource Use:** Suppliers will measure, track, and document the consumption of water, energy, and raw materials from and related to their operations. Suppliers should establish reduction and efficiency targets for water use and energy use and source renewable energy wherever possible.
- E. Animal-Derived Materials:** If a Supplier uses or provides animal-derived materials, the Supplier must adhere to humane practices and ensure that, as applicable, its suppliers and the farms providing these materials comply with recognized animal welfare standards.

### SECTION V – MANAGEMENT AND COMPLIANCE

Suppliers must establish and implement effective management systems which clearly define and document policies and procedures to ensure their compliance, and compliance of their supply chain partners, with applicable laws and the requirements of this Code. Suppliers should have a method to measure the effectiveness of such management systems and a way to assess their suppliers' and subcontractors' compliance.

- A. Data Sharing:** Suppliers must comply with FCC's requests related to the sharing of data and information. Whenever possible, FCC will provide reasonable advance notice of such requests. FCC may request information related to multiple topics, including but not limited to the topics of climate and emissions, packaging, and supply chain traceability. Examples of data/information requested in these categories may include:
  - Names, addresses, and contact information of direct Suppliers
  - Packaging material specifications and data
  - Documentation related to product certification or verification
  - Supplier-specific emission factors (if available)
  - Supplier sustainability strategy, goals, and efforts
  - Transaction and supply chain records

Information that Ferrara requests from Suppliers must be provided in English language translation. Where necessary, Suppliers are responsible for obtaining the required approvals or filings with the competent authorities for the data being shared with FCC, in accordance with applicable laws and at their own cost, to ensure that FCC has the right to receive and process such data.

- B. Sedex Linking:** At Ferrara's request, Suppliers will join [Sedex](#), link with and provide Ferrara

## Ferrara Candy Company - Global Supplier Code of Conduct

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visibility to self-assessment questionnaire (SAQ) and audit results, and complete and update the SAQ on an annual basis.

- C. Supply Chain Due Diligence:** Ferrara reserves the right to conduct, via a third-party, audits of select Suppliers to verify compliance with this Code and legal regulations. Ferrara will select Suppliers for auditing based on a risk-assessment framework. Ferrara will provide Suppliers with more information about its risk assessment and audit framework upon request.

Suppliers selected for auditing will be notified in advance. Audits will be semi-announced and conducted at the Supplier's expense. Suppliers commit to fully cooperate with the audit process, including by providing to Ferrara or its representatives any requested document or information needed and giving Ferrara's representatives access to the Suppliers' premises as needed for the performance of the audit.

Ferrara is committed to working with Suppliers to remedy adverse impacts and non-compliances that are identified during Supplier audits. Suppliers are expected to implement corrective action to address identified issues in a timely manner. Ferrara reserves the right to terminate business with any Suppliers that fail to take timely corrective action.

- D. Human Rights Due Diligence:** Suppliers will establish and execute a human rights due diligence (HRDD) process in their own operations and throughout their value chains through which Suppliers work to identify, prevent, mitigate, and remediate potential and actual adverse human rights impacts to which they are linked, to which they contribute, or that they cause through their operations and business relations. Throughout the HRDD process, Suppliers must identify, engage with, and seek insight and knowledge from affected people, vulnerable groups, and internal and external stakeholders.

- E. Grievance Mechanism:** Suppliers must maintain at least one operational grievance mechanism that is available to all Workers and regularly educate Workers about the mechanism's existence and process for access. Suppliers should strive to align operational grievance mechanisms with the UN Guiding Principles' effectiveness criteria (see [UNGP 31](#)). Individuals raising concerns through the grievance mechanism must be protected from retaliation. Suppliers must not impede Workers' access to and use of other, state-based grievance mechanisms.

At Ferrara's request, Suppliers will provide written information about their grievance mechanisms, including but not limited to description of the grievance mechanism type and scope, description of the management and remediation processes, number and type of grievances received in a specified period, and evidence of actions taken to address grievances.

- F. Reporting Misconduct:** Suppliers who believe that an FCC employee, or anyone acting on behalf of FCC, has engaged in illegal, unethical, or otherwise improper conduct or has

## Ferrara Candy Company - Global Supplier Code of Conduct

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committed a potential violation of the Code should immediately report the matter to FCC. A Supplier's relationship with FCC will not be affected by any honest report of potential misconduct by an FCC employee. Suppliers should also report any potential violation of the Code by a Supplier. Reports can be made anonymously.

Reports can be made anonymously either by calling 800 461 9330, or at the webpage [ferrara.bz/ECHotline](http://ferrara.bz/ECHotline).

**G. Noncompliance with the Code:** FCC reserves the right to verify and audit Suppliers' compliance with the Code. If FCC becomes aware of any actions or conditions that are not in compliance with the Code, FCC reserves the right to demand corrective measures. FCC reserves the right to terminate an agreement with any Supplier who does not comply with the Code.

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I, \_\_\_\_\_, as authorized representative for \_\_\_\_\_,  
understand and agree to abide by the foregoing Global Supplier Code of Conduct.

Signature: \_\_\_\_\_

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

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