

Supplier Code of Conduct¹

As a global leader in dairy processing, we place great importance in demonstrating good corporate citizenship in everything we do. This is at the heart of the **Saputo Promise** – the backbone of our approach to social, environmental and economic performance, and our commitment to live up to the values on which our business was founded in 1954.

This commitment extends to our suppliers. We care about how our ingredients, packaging, goods and services are sourced, produced or performed, and expect the same from you.

Relationships are important to Saputo and vital to our ability to make high quality products. We aim to create an environment where we can build strong, sustainable and long-term relationships with our suppliers, employees and customers.

With this in mind, we created this Code, which embeds the **Saputo Promise**, to ensure we continue to work collaboratively with all our suppliers based on shared standards.

PURPOSE AND SCOPE

This Supplier Code of Conduct sets out the minimum standards of business conduct that you must follow in providing goods or services to Saputo. This Supplier Code of Conduct applies to your conduct, your interaction with Saputo, including with our employees, officers, directors and agents, as well as our third-party contractors, and your access to our facilities. As a supplier to Saputo, it is your responsibility to disseminate this Supplier Code of Conduct to, as well as educate and exercise diligence in verifying compliance with this Supplier Code of Conduct by, all individuals providing goods and services to Saputo through you. This Supplier Code of Conduct may be updated or amended from time to time. It is your responsibility to review this Supplier Code of Conduct and any amendments periodically to ensure you remain compliant with it.

COMPLIANCE WITH LAWS

In all your dealings with Saputo, you shall always comply in all respects with all applicable federal, state/provincial, municipal and local laws, rules, regulations and ordinances, as well as applicable international conventions, including, without limitation, the International Labour Organisation (ILO) Conventions (the “**ILO Conventions**”), in effect from time to time (collectively, “**Laws**”).

FAIR BUSINESS DEALINGS

Antitrust and Fair Competition

You shall engage in fair competitive business practices in compliance with applicable antitrust and competition Laws. In particular, but without limitation, you shall not engage in any of the following practices:

- price-fixing or price control;
- behavior in restraint of trade or competition; or
- market or customer segmentation in collusion with anyone.

Protection Against Bribery

You shall comply with all applicable Laws enacted to combat corruption and the bribery of public officials. Therefore, you shall not, without limitation, directly or through intermediaries, offer, grant, promise or authorize the giving of anything to a government official as consideration for an act or omission in connection with their official duties in order to influence official action in return for preferential treatment or improper advantage.

Conflicts of Interest

You shall take necessary measures to avoid conflicts of interest, whether actual or potential, including even the appearance of any conflicts of interest in respect of your relationship with Saputo. Should any such conflicts of interest arise, you shall immediately notify Saputo.

Gratuities, Compensation and Other Advantages

With respect to gifts, entertainment, travel or anything else of value (collectively, “**Gifts**”), all Saputo employees must abide by the **Saputo Code of Ethics** (available for review at www.saputo.com), which provides, among other things, that Saputo employees are prohibited from asking for Gifts from suppliers. Conversely, you must not offer any Gift to any Saputo employee to gain an improper advantage or preferential treatment. If you decide to provide any Gift to a Saputo employee, any such Gift must be of nominal value and of a kind that does not conflict with the Saputo corporate image and reputation. Moreover, you shall not offer, grant, promise or authorize any Gifts to any of your business partners, suppliers or customers that could give rise to the appearance or suspicion of bribery or any other impropriety.

LABOR AND HUMAN RIGHTS

Child Labor

In accordance with applicable Laws, and more specifically the ILO Conventions, the use of child labor is strictly prohibited.

Forced Labor

Under no circumstances shall you use or in any other way benefit from forced or compulsory labor, nor be involved, directly or indirectly, in any form of human trafficking or slavery. Likewise, the use of labor under any form of indentured servitude is prohibited, as is the use of physical punishment, confinement, threats of violence or other forms of harassment or abuse as a method of discipline or control. You shall not utilize factories or production facilities that force work to be performed by unpaid or indentured laborers, nor shall you contract for the manufacture of products with your own direct or indirect suppliers that engage in such practices or utilize such facilities.

Coercion and Harassment

You shall treat each of your employees and third-party contractors with dignity and respect, and shall not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse in dealing with any one of them.

Non-Discrimination and Diversity

You shall not discriminate in hiring and employment practices on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion, disability or any other status protected by applicable Laws, as well as aim to promote diversity within your workplace.

Right of Association

You shall respect the rights of employees to associate, organize and bargain collectively in accordance with applicable Laws.

Working Conditions

Work shall be conducted on the basis of freely agreed and documented terms of employment. You must recognize that wages are essential to meeting your employees’ basic needs. Therefore, you shall, at a minimum, comply with all applicable wage and hour Laws, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide mandated benefits under applicable Laws.

HEALTH AND SAFETY

You shall maintain a work environment which protects the security, health and integrity of each of your employees; specifically, by implementing measures to ensure that work is performed safely and in order to minimize the risk of injuries and illnesses. Consideration for health and safety shall govern your actions when planning and overseeing work, in training employees, in supplying equipment, in operating facilities and any other activities that may have an impact on the health and safety of each of your employees, the whole in compliance with applicable Laws.

1. In this Supplier Code of Conduct, the terms “Saputo”, “we” or “our” refer to Saputo Inc. and all of its subsidiaries. The terms “supplier”, “you” or “your” refer to Saputo’s suppliers, vendors and other goods and services providers, as well as their employees and third-party contractors.

ENVIRONMENT

You shall pursue environmentally responsible business practices, including continuous improvement in your environmental performance, which are, at a minimum, always in compliance with all applicable Laws, particularly those relating to the environment.

PROTECTION AND USE OF CORPORATE ASSETS AND INFORMATION

Confidentiality and Safeguard of Privacy

“Confidential Information” means any information that is confidential or proprietary to Saputo and any information that a third party has disclosed to Saputo.

You shall maintain the accuracy, confidentiality and privacy of all Confidential Information and shall take the necessary measures to safeguard all such Confidential Information. You shall not use, for your own benefit or the benefit of anyone else, nor disclose to anyone, any Confidential Information, unless you obtain Saputo’s express prior written consent.

Corporate Image

Saputo has built a reputation for the quality of our products and services and we are committed to maintaining our credibility, image and reputation among our business partners and the general public. Therefore, you are prohibited from using or referring to the Saputo name and/or visual corporate identity, including our logo, in any manner whatsoever, including, without limitation, in any advertising, website, corporate document or written or oral public communications, without our express prior written consent.

Subcontracting

You shall not use third-party contractors or any other person or entity for the performance of the obligations you undertake towards Saputo, including, without limitation, the manufacture and/or supply of products or services for/to Saputo, without our express prior written consent.

ANIMAL WELFARE

If you are a raw milk and/or cream supplier to Saputo, you must comply with the provisions of our [Animal Welfare Policy](http://www.saputo.com) (available for review at www.saputo.com), as amended from time to time by Saputo in our sole discretion.

MONITORING AND ENFORCEMENT

Audit/Inspection

Saputo reserves the right to investigate and audit at any time your compliance with this Supplier Code of Conduct. In this regard, you shall assist with any such investigation and audit and provide access to any information reasonably requested. If remediation is required, you shall implement a corrective action plan and timeline to effectively and promptly resolve the non-conformity. Where applicable, we also reserve the right to terminate our relationship at our sole discretion should you fail to comply with the provisions of this Supplier Code of Conduct or any requested remedial action plan.

Reporting

You are responsible for the prompt reporting of actual or suspected violations of this Supplier Code of Conduct, including any applicable Laws, to our internal auditors at the following email address: internal.audit@saputo.com. This includes violations by any employee, agent or third-party contractor acting on behalf of either you or Saputo. Such reporting will remain confidential.

BREACH PROTOCOL

We recognize that our suppliers are independent businesses and the exclusive employers of their employees. Yet, the actions of our business partners can impact on our reputation and the level of trust we have earned from customers, consumers and other stakeholders. We also recognize that some of our suppliers operate in different legal and cultural environments throughout the world. With this in mind, we have defined a list of issues for which we have zero tolerance and which applies universally across all our supply chain.

We have ZERO TOLERANCE for:

- Child labor
- Forced labor
- An environment that incites or encourages any form of coercion and harassment
- Any major health and safety deficiency posing immediate danger to life or risk of serious injury
- Any major environmental deficiency posing serious and immediate harm to the environment or the community
- Any form of animal cruelty

Protocol

Saputo has established a protocol to address situations when presented with credible evidence of a breach of any of the issues listed above:

- Saputo will immediately suspend receiving goods and/or services from the supplier at which, based on the available facts and when viewed in light of surrounding circumstances, Saputo reasonably believes there was a breach.
- Saputo will continue to suspend receiving goods and/or services from the supplier while the allegations are investigated and validated by the appropriate authorities and/or independent third-party experts.
- Saputo will further suspend receiving goods and/or services if the investigation concludes that there has been a breach, and will not resume reception of goods and/or services until the Reinstatement Criteria have been met by the supplier.

Reinstatement criteria

Saputo will not reinstate receiving goods and/or services from the supplier until it is satisfied that the following re-integration steps have been followed:

- Immediate action has been taken to appropriately address the breach.
- An audit by a third-party expert has been conducted and a corrective action plan, acceptable to Saputo and agreed upon in writing by the supplier, has been created. The plan would identify deficiencies and outline the steps necessary to address the deficiencies. The plan would also include a clear timeline to correct the deficiencies with follow up audits to re-evaluate the implementation of the corrective actions identified.
- Failure to implement the actions identified in the corrective action plan to address deficiencies in a timely manner may result in further suspension and/or permanent termination of the supplier relationships by Saputo.