



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, decisions, actions and interactions with Saputo, including with our employees, officers, directors and agents, as well as our third-party contractors. As a supplier to Saputo, it is your responsibility to ensure that all persons involved in providing goods and services to Saputo through you, including your employees, suppliers and subcontractors, comply with requirements, standards and principles that are, at a minimum materially the same as those set forth in this Supplier Code of Conduct. 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.

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.

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 Organization (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;
- behaviour 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 bribery. Therefore, you shall not, without limitation, directly or through intermediaries, offer, grant, promise, facilitate or authorize the giving of anything in return for a preferential treatment, or to obtain an improper advantage or, in the case of a public official, as consideration for an act or omission in connection with their official duties or to influence official action.

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.

LABOUR AND HUMAN RIGHTS

Child Labour

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

The ILO’s International Programme on the Elimination of Child Labour (IPEC) defines “Child Labour” as work that deprives children of their childhood, their potential and their dignity, and that is harmful to their physical or mental development, which includes work that is mentally, physically, socially or morally dangerous and/or harmful to children and/or interferes with their schooling. According to IPEC, participation in some activities, including agricultural activities, is not always Child Labour. Age-appropriate tasks that are of lower risk and do not interfere with a child’s schooling and leisure time can be acceptable. Therefore, it is important to distinguish between light duties that do no harm to the child and Child Labour, which is work that interferes with compulsory schooling and damages health and personal development, based on hours and conditions of work, child’s age, activities performed and hazards involved.



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LABOUR AND HUMAN RIGHTS (CONT.)

Forced Labour

Under no circumstances shall you use or in any other way benefit from forced or compulsory labour, nor be involved, directly or indirectly, in any form of human trafficking or slavery. Likewise, the use of labour 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 cause or permit the utilization of factories or production facilities that force work to be performed by unpaid or indentured labourers, 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, contractors and agents 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 recruitment, hiring, promotion, compensation, employee development decisions, such as training, and all other practices of employment on the basis of race, national or ethnic origin, colour, religion, sex, gender, sexual orientation, matrimonial status, age, civil state or physical or mental 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 endeavour to provide a safe work environment for your employees.

You shall maintain a work environment which protects the security, health and physical integrity of each of your employees; specifically, by implementing measures to ensure that work is performed safely in order to minimize the risk of injuries and illnesses. Consideration for health and safety shall govern your actions when planning and overseeing work and training, 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, all in compliance with applicable Laws.

ENVIRONMENT

You shall commit to managing your operations in compliance, at a minimum, with applicable Laws, including environmental Laws, pursuing environmentally responsible business practices and seeking continuous improvement in your environmental performance.

You shall seek to use natural resources in an economically, socially and environmentally sustainable way, and to implement solutions to reduce energy and water consumption and minimize all forms of waste, as well as seeking ways to reduce your GHG emissions. Consideration for the environment shall govern your actions when planning and overseeing your operations and in any other activities that may have an impact on the environment, all in compliance with applicable Laws.

PROTECTION AND USE OF CORPORATE ASSETS AND INFORMATION

Confidentiality and Safeguard of Privacy

You shall maintain the accuracy, confidentiality, privacy and security 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.

Confidential Information

This means any information that is confidential or proprietary to Saputo or to any third party having disclosed information to Saputo. The following are examples of Confidential Information: sales and price policies; business-sensitive information on customers, suppliers, business partners and third parties; any personal or other information about an identifiable individual, including any employee; Saputo strategies and other information, including potential acquisitions, innovative or upcoming projects, financial information, systems and processes, trade secrets, know-how and technology, and information relating to facilities and equipment, including layout and photos and videos.

Corporate Image

Saputo has built a reputation for the quality of its products and services and we are committed to maintaining our credibility, image and reputation among our business partners and the general public. Therefore, you shall not make, publish or otherwise communicate any disparaging or derogatory statement concerning Saputo, its directors, officers and employees. You are also 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. In situations where said prior written consent is given by Saputo, it is your responsibility to ensure that the approved third-party contractors comply with requirements, standards and principles that are, at a minimum, materially the same as those set forth in this Supplier Code of Conduct.

ANIMAL WELFARE

If you are a dairy or meat product 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.



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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 nonconformity. 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: Saputo.ethicspoint.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 labour
- Forced labour
- 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
- Any form of bribery

Protocol

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

- 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 reintegration 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.