

ANNUAL REPORT Bill S-211

PURPOSE

This annual report for the 2024 financial reporting year has been created by Woodland Foods, LLC ("Woodland Foods") for the sole purpose of meeting its obligations and reporting requirements for entities pursuant to the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, SC 2023, c 9 (the "Act").

OUR COMMITMENT

Woodland Foods is committed to preventing and reducing the risk that forced labour or child labour is used in the production of the goods it manufactures and sells to its customers in Canada and globally.

STRUCTURE, ACTIVITIES, AND SUPPLY CHAIN

Headquartered in Waukegan, Illinois, Woodland Foods is a retail trade and manufacturing business focused on the food and food ingredient industry. The company's aim is to craft culinary excellence for their customers located in Canada and elsewhere.

Woodland Foods is a limited liability corporation with over 300 employees. The company sells global plant-based ingredients, including herbs and spices, rice and grains, and other specialty food products directly to its customers located inside and outside of Canada.

Woodland Foods' supply chain for the goods it produces includes domestic and international suppliers of food and food ingredients. The company purchases food ingredients from North America, continental Europe, Africa, South America, and Asia, which are then imported into the United States. The company's supply chain includes direct growers, manufacturers, and distributors of chiles, legumes, fruits, vegetables, grains, mushrooms, sweeteners, nuts, and seeds.

STEPS TAKEN BY WOODLAND FOODS IN PRIOR FINANCIAL YEAR

In 2023, Woodland Foods took several steps to prevent and reduce the risk that forced labour or child labour is used in the production of the goods it manufactures and sells to





its customers. As set out in more detail in the section below, the company developed and implemented anti-forced labour and child labour contractual clauses in its Supplier Agreements, as well as a Supplier Code of Conduct. The Supplier Agreement and Code of Conduct require suppliers to warrant and represent that the supplier and their subcontractors will treat workers with respect and dignity, and prohibit the use of forced labour or child labour.

Woodland Foods also monitored many of its suppliers for the use of forced or child labour in their activities and supply chain. Representatives of Woodland Foods visited several different countries where the company's suppliers manufacture ingredients that it procures. The company representatives toured the suppliers' facilities and farms themselves, which involved meeting with the local farmers and workers who are contracted with or employed by the suppliers. The company representatives observed growing and processing conditions to identify any risks and/or concerns relating to Woodland Foods' policies and due diligence processes.

In addition to the above steps, Woodland Foods' leadership team has started the process of reviewing and evaluating its internal policies and procedures with respect to the issues of child labour and forced labour. The company intends to continue to explore what steps it can take to prevent and reduce the risk that forced labour or child labour is used for the goods that are produced or sold by Woodland Foods.

POLICIES AND DUE DILIGENCE PROCESSES

Woodland Foods has due diligence processes in relation to forced labour or child labour, including embedding responsible, ethical, and legal business conduct into the company's policies and management systems.

The policies and processes that Woodland Foods maintains to help manage potential forced labour and child labour risks within the business and its supply chain include:

- 1. A Supplier Code of Conduct, which guides the company's procurement process and requires that suppliers do the following:
 - act in accordance with international principles and guidelines aimed at promoting human rights, including the International Labour Organization Conventions and Declaration on Fundamental Principles and Rights at Work.

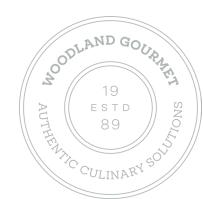




- treat workers with respect and dignity, in that the supplier will not threaten or subject an employee with harsh, inhumane, or degrading treatment, including sexual harassment, sexual or psychological abuse, corporal punishment, mental or physical coercion or verbal abuse. Suppliers must act on any reports or identified incidents of the unlawful or unfair treatment.
- not solicit, or facilitate the use of, forced labor in any of its manifestations anywhere in their operations or supply chain.
- not directly or indirectly employ or make use of any children. Suppliers must comply with the minimum employment age limit defined by national law or by International Labor Organization Convention 138, whichever is higher.
- not allow workers under the age of 18 to perform hazardous work, including that which is likely to jeopardize their health or safety, or work that compromises their education. Suppliers employing workers under the age of 18 must follow all local laws related to hours of work.
- not allow working hours that exceed the applicable legal limit, or 60 hours per week, whichever is less. Regularly paid hours must not exceed 48 per week and overtime hours must not exceed 12 hours per week or the amount specified by local law, whichever is less.
- 2. A Standard Purchase Agreement, which requires the supplier to warrant and represent that its operations are compliant with all applicable laws, rules, and regulations. The Agreement also includes warranties that neither the supplier nor their subcontractors will use child, slave, prisoner or any other form of forced or involuntary labor or engage in abusive employment or corrupt business practices. Upon request by Woodland Foods, the supplier must provide written certification and/or evidence that the products supplied comply with all applicable laws.

FORCED LABOUR AND CHILD LABOUR RISKS

Moving forward, Woodland Foods will be working to identify specific risks of forced labour and child labour that may exist in its supply chain. The company is aware that there may be higher risks associated with certain regions, goods, and industries and intends to engage with the risk identification process in subsequent reporting years.





REMEDIATION MEASURES

Woodland Foods has not identified any forced labour or child labour in its activities or supply chains. As such, the company has not undertaken any remediation measures.

REMEDIATION OF LOSS OF INCOME

Woodland Foods has not identified any loss of income to vulnerable families resulting from measures taken to eliminate the use of forced labour or child labour in its activities and supply chains. As such, the company has not taken any remediation measures related to income loss.

TRAINING PROVIDED TO EMPLOYEES

Woodland Foods provides training to its employees as part of its onboarding process. This includes training with respect to the company's safe, ethical, and legally-compliant workplace practices and policies pertaining to the federal labour laws of the United States and Illinois labour law. Woodland Foods intends to assess what forced labour and child labour-related training may be appropriate for its workforce.

ASSESSING EFFECTIVENESS

Woodland Foods does not currently have specific policies and procedures in place to assess its effectiveness in reducing or eliminating the risk of child labour or forced labour in its activities and supply chains. The company will be considering what methods of assessment may be appropriate for subsequent reporting years.

APPROVAL AND ATTESTATION

In accordance with the requirements of the Act, and in particular section 11 thereof, I attest that I have reviewed the information contained in the report for the entity listed above.

Based on my knowledge, and having exercised reasonable diligence, I attest that the information in the report is true, accurate and complete in all material respects for the purposes of the Act, for the reporting year listed above.

IN WITNESS WHEREOF the authorized signing officer(s) of Woodland Foods, LLC have executed this report as of the effective date of the signatures set out below.





3751 Sunset Ave. Waukegan, IL 60087 woodlandfoods.com 847.625.8600

SIGNED)	WOODLAND FOODS, LLC
02/28/25)	Per: Daniel Kucera
Date		Name: Dan Kucera
)	Title: Chief Financial Officer
)	I have the authority to bind Woodland Foods, LLC



Woodland Gourmet Supplier Code of Conduct

INTRODUCTION

At Woodland Gourmet, we provide our customers with authentic products through strategic sourcing and a commitment to excellence that meets the highest standards in food safety and quality.

All Woodland Gourmet suppliers, defined as third parties with whom Woodland has active commercial relationships for the supply of goods or services are responsible for ensuring that they and their employees, workers, representatives, suppliers, and subcontractors comply with the standards of conduct set out in this Guide and in other contractual obligations to Woodland Gourmet.

Our Quality Assurance Department is unrelentingly committed to food safety and product quality. We partner exclusively with suppliers that deliver consistently clean, high-quality ingredients. Woodland Gourmet demands uncompromisingly good practices from our suppliers and closely monitor every stage of production from farm to fork. At Woodland we have attained the highest global food safety standard, being BRCGS Certified, and HACCP Certified. We require our suppliers to adhere to GFSI and HACCP Food safety standard requirements. Additionally, Woodland is USDA organic and Kosher certified. We require suppliers handling organic products to comply with USDA Organic certification regulations and suppliers handling Kosher products to comply with Kosher certification requirements.

Suppliers are expected to act in accordance with the international principles and guidelines aimed at promoting and protecting human rights as this code is informed by, including the International Bill of Human Rights, International Labour Organization Conventions and Declaration on Fundamental Principles and Rights at Work, OECD Guidelines for Multinational Enterprises, UN Declaration of Human Rights, UN Global Compact's 10 Principles and the UN Guiding Principles on Business and Human Rights.

Suppliers shall maintain a culture of integrity and compliance and provide sufficient oversight to ensure compliance with all applicable laws and standards, including this Supplier Code of Conduct. This includes having an individual(s) with sufficient authority ensure compliance and communication of such laws and standards within the Supplier's own operations and throughout their associated supply chains. Our suppliers are expected to support Woodland Food's values and goals represented in this policy through continuous improvement.

HUMAN RIGHTS AND LABOR

Respectful Workplace: Suppliers shall provide a fair, consistent, and inclusive environment and make all employment decisions including hiring, payment, benefits, advancement, termination, and retirement based on neutral and objective criteria such as ability, qualifications, and achievements. In addition to complying with all applicable laws, suppliers must not engage in or tolerate preference or discrimination, harassment, and unfair treatment based on an individual's race, color, ancestry, ethnicity, religion, political beliefs, sex, pregnancy, national origin, age, disability, marital status, veteran status, military status, or obligation to perform military service, sexual orientation, gender identity or expression, or genetic information.

<u>Fair Treatment:</u> Consistent with applicable employment and labor laws, each Supplier will treat its employees with dignity and respect and will not threaten any employee with or subject any employee to

harsh, inhumane, or degrading treatment, including sexual harassment, sexual or psychological abuse, corporal punishment, mental or physical coercion or verbal abuse." Suppliers must immediately act on any reports or identified instances of unlawful or unfair treatment.

Forced Labor: Employment must be freely chosen. In accordance with the ILO definition of forced labor, Suppliers shall not use, solicit, or facilitate the use of, forced labor in any of its manifestations anywhere in their operations or supply chain. This prohibition includes involuntary, compulsory, indentured, bonded, slave, sex-trafficked, or human-trafficked labor. Suppliers are responsible for: allowing workers to terminate their employment, for any reason, with reasonable notice; ensuring that recruitment fees of any type are not deducted from workers' pay or otherwise charged to workers; prohibiting the use of fraudulent or misleading recruitment practices; ensuring that, upon end of employment, workers are reimbursed for their return transportation costs (for workers recruited from outside the country); and providing workers with terms and conditions of employment in a language the worker understands. Suppliers may use Employees in official and voluntary government prison rehabilitation programs and must ensure workers are subject to the same terms, conditions, and wage rates as other Employees.

<u>Freedom of Movement:</u> Supplier may not control workers' freedom of movement through debts owed to you, brokers, or other third parties. Suppliers must also ensure that any of an employee's documents including identity and immigration documents, or belongings are not kept in an employer's possession, withheld, or destroyed. All efforts should be made to provide employees with safe and secure locations to keep such items, which they may access at any time without notification to, or intrusion from, any other individuals. Suppliers must ensure that employees are free to leave the workplace at the end of their shift and that employees are not required to complete a prescribed quota before leaving the workplace.

<u>Freedom of Association:</u> Suppliers must recognize freedom of association and collective bargaining and respect the rights of workers to join, not join, or form an employee association or trade union without interference, retaliation, or discrimination in accordance with applicable law and practice. Where workers are represented by a legally recognized union, the supplier must be committed to establishing a constructive dialogue with the union's freely chosen representatives and bargaining in good faith with such representatives.

<u>Child Labor:</u> Supplier shall not directly or indirectly employ or make use of any children. Supplier will comply with the minimum employment age limit defined by national law or by International Labor Organization ("ILO") Convention 138, whichever is higher. The ILO Convention 138 minimum employment age is the local mandatory schooling age, but not less than 15 years of age (14 in certain developing countries), subject to exceptions allowed by the ILO and national law. Where applicable, child protection measures are in place to ensure that children suffer no harm, exploitation, or abuse due to the activities of workers in the workplace or in employer-provided housing or transport. Cases of child labor must be remediated, including through corrective measures that facilitate the child's safety and wellbeing.

<u>Young Workers:</u> Workers under the age of 18 ("young workers") must not perform hazardous work, including that which is likely to jeopardize their health or safety, or work that compromises their education (e.g., night shifts, overtime). Suppliers employing young workers must follow all local laws related to hours of work. Young workers should not be deprived of right to benefit from social security, including social insurance. Suppliers should provide support and training to young workers, with special

attention to the access young workers shall have to effective grievance mechanisms and to health and safety information.

<u>Authorization to Work:</u> Vendor must ensure that its workers are legally authorized to work according to the national laws and international standards relevant to the country where work is taking place. Prior to each worker's assignment, Vendor must require documentation proving such work authorization and worker age.

<u>Wages/Benefits:</u> Suppliers shall provide compensation, benefits, working hours, breaks, rest days, holidays and leave that, at minimum, comply with legal requirements and applicable agreements. Supplier must ensure workers understand these terms. Supplier will not make illegal or excessive wage deductions, withhold wages, delay wage payments, or pay wages irregularly. In countries where no minimum wage law applies, employees shall be paid at a rate that is comparable with relevant standard industry living wage compensation. Itemized records shall be maintained, consistent with this standard, and transparent pay information shall be provided in a timely manner.

Working Hours: Suppliers must not allow working hours that exceed the applicable legal limit, or 60 hours per week, whichever is less. Regularly paid hours must not exceed 48 per week and overtime hours must not exceed 12 hours per week or the amount specified by local law, whichever is less. Only in exceptional cases, may working hours exceed 60 per week or six consecutive days. Overtime work must always be voluntary and compensated by at least the legally required premium or 1.25 times the regular rate, whichever is greater. Workers must have at least one full non-working day in every seven-day period. Appropriate rest time, mealtime, and days off are to be provided to ensure a safe working environment and in accordance with all local laws or collective agreements. Suppliers are encouraged to consider religious norms (e.g., religious holidays) when offering overtime to workers. Suppliers should provide workers with adequate notice of overtime shifts. Suppliers are expected to keep and maintain complete and accurate records about working conditions (e.g., wage and working hour records), subcontractors, and labor agents. Suppliers should provide paper or electronic work schedules directly to employees as far in advance as practical. Suppliers must also ensure that there is a process in place to determine, monitor and control the working hours of employees (regular and overtime). Records include stop and start times, regular hours, and overtime for each employee.

<u>Worker records:</u> Suppliers are required to keep up-to-date records of all employees, particularly migrant workers; this includes the basic contract terms, the workers' arrival and departure dates, and worker age. Suppliers are also encouraged to keep records of gender data and worker emergency contacts.

<u>Boycotts:</u> Suppliers must not participate in international boycotts that are not sanctioned by the United States government or applicable laws.

<u>Issue Reporting:</u> Workers will be aware of, and have access to, a supplier-provided complaints mechanism that is transparent, responsive, anonymous, unbiased, and confidential through which they can raise questions about, or report violations of supplier policies or expectations contained in this Supplier Code of Conduct, other workplace grievances, or legal or ethical violations. Intimidation or retaliation against workers reporting violations or reluctance to cooperating in investigations is prohibited.

ENVIRONMENT, HEALTH, AND SAFETY

<u>Safety:</u> Supplier shall provide its employees with a safe and healthy working environment in accordance with applicable local and national laws which shall include **appropriate protection from exposure to hazardous materials**, adequate heat and ventilation, emergency egress, and reasonable and unrestricted access to basic hygiene facilities (e.g., handwashing stations, safe potable drinking water, clean toilet facilities, waste receptacles) at all Supplier-controlled worker environments (including housing, if applicable). We encourage Suppliers to provide toilet facilities that accommodate the number of workers and privacy for the individual. We encourage toilets (and showers, if applicable) to be separate for workers of different genders. If Suppliers provide a canteen or other food accommodations, they must include sanitary food preparation, storage, and eating facilities, and we encourage Suppliers to provide all workers with reasonable physical access to any food accommodations.

Working Conditions: Suppliers must provide adequate and appropriate procedure, monitoring, training, and protection for Employees from potential safety hazards and emergency situations. These shall include emergency reporting, Employee notification and evacuation procedures, appropriate first-aid supplies, fire detection and suppression equipment, and clear and unrestricted exits. Emergency exit routes should be clearly posted, preferably using infographics. Regular training and drills should be conducted to ensure Employees could execute response procedures in the event of an emergency. Supplier shall also provide, at no cost to the employee, appropriate and well-maintained personal protective equipment (PPE) when applicable. Suppliers shall ensure that educational and training materials associated with safety and potential hazards (including fire and weather emergencies) are disseminated to all Employees, as appropriate for their roles, and in their primary language. Health & Safety related protocols should be clearly displayed within the facility or on site of operations. Suppliers should document, investigate, and report to the appropriate authorities any incidents that result in injury to an Employee requiring care beyond basic first aid.

<u>Machine Safeguarding:</u> Suppliers are required to implement a regular machinery maintenance program. Production and other machinery must be routinely evaluated for safety hazards. Where appropriate, Suppliers are required to provide properly maintained machinery controls (e.g., physical guards, interlocks, barriers) when machinery presents an injury hazard to workers.

<u>Workers Compensation</u>: Suppliers shall maintain and keep in force, at their own expense, a worker's accident compensation scheme, whether public or private (such as worker's compensation insurance), as required by the applicable laws and regulations for all their employees that provide or perform any products or services for Woodland Gourmet.

<u>Environmental Compliance:</u> Supplier shall comply with all environmental laws and regulations. Supplier shall have applicable environmental permits and registrations for the business sector in which the Supplier operates. Permits and registrations shall be maintained, kept current, and made available to Woodland Gourmet for inspection on request.

<u>Sustainability:</u> Supplier should work to reduce the environmental impacts of their operations including natural resource consumption, material sourcing, waste generation, wastewater discharges, and air emissions. Where possible, supplier should help to reduce food waste in their operations, and support the redistribution of surplus food in the community. Supplier should prevent accidental releases of hazardous materials into the environment and adverse environmental impacts on the local community.

Supplier should also have an environmental management system that identifies, characterizes, and inventories all operational and production impacts. Woodland Gourmet encourages our suppliers to undertake initiatives to improve the health and well-being of any vulnerable or marginalized communities impacted by the supplier's actions.

<u>Land Rights:</u> Suppliers must respect the land rights of women, indigenous people, and local communities affected by their operations and sourcing practices. Suppliers must ensure transparent reporting and disclosure of concession agreements and/or operating permits. All documentation shall be provided to all affected communities in their primary language. Suppliers must ensure fair negotiation of land transfers and refrain from cooperating with any host government's illegitimate use of eminent domain to acquire land that will be used to provide products and services to Woodland Gourmet. Suppliers shall adhere to the principle of Free, Prior and Informed Consent of Indigenous Peoples. Suppliers must identify and engage with small-scale producers to ensure they have access to fair market value for their crops, goods or services.

COMPLIANCE, ETHICS AND INTEGRITY; RESPONSIBLE BUSINESS PRACTICES

Corruption, Extortion or Embezzlement; Improper Advantage: No Supplier will engage in corruption, extortion, embezzlement or money laundering in any form, offer or accept bribes or employ any other means to obtain an undue or improper business advantage. Each Supplier must comply with all applicable anticorruption, anti-bribery and anti-money laundering laws and regulations., including the U.S. Foreign Corrupt Practices Act and the UK Anti-Bribery Act. Additionally, no Supplier may bribe or provide kickbacks or any other improper payments or improper gifts to any director, employee, representative or agent of Woodland Gourmet, or seek any such bribe or kickback from Woodland Gourmet or any other party. Each Supplier must immediately report to Woodland Gourmet circumstance where any director, employee, representative or agent of Woodland Gourmet has made any improper request or demand of such Supplier.

Privacy and Confidentiality: Supplier must comply with all applicable data privacy and cyber security laws and regulations. Suppliers shall not use or disclose personal information or Woodland Gourmet confidential information other than with the prior written consent of Woodland Gourmet. Any information or data regarding Woodland Gourmet operations shall always be treated as confidential information unless that information is in the public domain. Suppliers shall respect individual privacy rights by collecting, handling, and protecting Woodland Gourmet Personal Information responsibly and compliantly ensuring that such information is used only for authorized purposes and only shared with authorized persons. Suppliers should implement and maintain appropriate physical, administrative, and technical controls to ensure the security and confidentiality of Woodland Food's Confidential Information in order to prevent it from being shared, changed, destroyed or lost and protect Supplier operations and facilities against exploitation by criminal or terrorist individuals and organizations. If a supplier becomes aware of an actual or possible unauthorized disclosure of Woodland Gourmet company, customer, or employee information, or a security breach, it must be reported immediately to Woodland Gourmet IT Department, IT OpsTech@woodlandfoods.com. Nothing in this section should be interpreted to prevent Woodland Gourmet from collecting information under these Standards, unless Suppliers can demonstrate that doing so violates law. These obligations continue after a supplier's business relations with Woodland Gourmet ends.

<u>Intellectual Property:</u> Each Supplier shall comply with all applicable laws and regulations relating to intellectual property (including patents, trademarks, copyright, and trade secrets) and will not violate, misappropriate, or infringe upon the intellectual property rights of any person or entity, including intellectual property rights of Woodland Gourmet, its customers or other business partners.

Record Keeping: Suppliers shall maintain all financial books, records, and accounts in accordance with applicable regulations, laws, and generally accepted accounting principles. This requirement includes data and documentation related to all payments made to government officials or entities, product traceability, food safety, Employee safety, and any additional requirements, documents, and records required by law, or requested by Woodland Gourmet. Accounting records must be kept in reasonable detail, accurately and fairly reflect transactions, assets, liabilities, revenues, and expenses, and not contain any false or misleading entries. Each Supplier must also have robust processes to prevent and promptly identify fraud.

<u>Fair Competition:</u> Each Supplier shall conduct its business in a manner consistent with fair and vigorous competition and in compliance with all applicable laws and regulations relating to antitrust, unfair competition, unfair/deceptive trade practices and accurate and truthful advertising. These laws, among other things, prohibit or restrict activities related to fixing, coordinating, or controlling prices, bid rigging, and allocating or dividing customers, territories, or markets.

<u>Conflict of Interest:</u> Suppliers shall ensure there are no conflicts of interests in their dealings with Woodland Gourmet. Suppliers must immediately report to Woodland Gourmet any "conflict of interest" of which they become aware. A "conflict of interest" includes economic ties or personal relationships including, familial, romantic, or close personal friendship held between the supplier's Employees, Woodland Gourmet employees, or elected officials in jurisdictions in which we operate.

<u>Management Systems</u>: Supplier must establish and maintain management systems to ensure compliance with all applicable laws and uphold expectations and requirements set forth in this Code and maintain documentation necessary to demonstrate their conformance. Suppliers shall have mechanisms in place to determine and control risks in their operations and shall have adequate financial resources to assure business continuity and maintain financial solvency. At Woodland Gourmet request, suppliers are required to demonstrate that required management and control systems are performing properly.

<u>Flow-Through to Subcontractors and Sub-Suppliers:</u> Each Supplier shall have a program to conduct due diligence and monitor its own sub-suppliers and subcontractors who directly or indirectly provide products or services (or components thereof) to Woodland Gourmet, to help ensure that such subsuppliers and subcontractors meet expectations consistent with those set out in this Code. No Supplier shall ever engage a subcontractor or sub-supplier to undertake (or knowingly allow any subcontractor or sub-supplier to undertake) any activity that would be prohibited by this Code or applicable law if undertaken by the Supplier or its employees.

<u>Audits:</u> Woodland Gourmet takes a risk-based approach to auditing suppliers' facilities, which requires suppliers with higher-risk facilities (facilities located in countries with greater potential risks and supplying direct import merchandise to Woodland Gourmet) to submit audits to Woodland Gourmet on a more frequent basis. Suppliers required to submit an audit must work with an eligible program, follow the program's directions to schedule an audit, and send the completed audit report to Woodland Gourmet. Woodland Gourmet assesses the findings in each facility audit report submitted to Woodland

Gourmet against our Supplier Code of Conduct. Non-compliances and failure to remediate may result in consequences, up to and including termination of the supplier's business relationship with Woodland Gourmet. Woodland Gourmet reserves the right to audit or inspect a supplier's facility at any time. Supplier may be subject to announced and unannounced on-site direct and/or third-party audits or evaluations of the Supplier's facilities, records, and operations. Each Supplier shall make its employees, facilities, and documentation available to Woodland Gourmet or its representatives as may be requested in connection with any such audit.

<u>Internal Audits and Accountability Standards:</u> We maintain internal accountability standards and procedures for employees and contractors failing to meet our standards. In case of a finding of failure to uphold these standards, further requirements will be provided. Internal Audit has primary responsibility for investigating violations of the Corporation's internal controls, with assistance from others, depending on the subject matter of the inquiry.

Reporting Violations: Each Supplier must immediately notify Woodland Gourmet upon learning of any known or suspected improper or illegal behavior by any directors, employees, agents or representatives of Woodland Gourmet, improper or illegal behavior by such Supplier, any subcontractor or sub-supplier or anyone else providing goods or services to Woodland Gourmet, debarment or suspension (or proposed debarment or suspension) from government contracting of such Supplier, any subcontractor or sub-supplier or anyone else conducting business with Woodland Gourmet, or matter or legal violation that may affect Woodland Gourmet or our Supplier's provision of goods and/or services to us.

PRODUCT SAFETY AND QUALITY:

<u>Product Risk Assessment:</u> Supplier is required to identify and manage risks associated with its products and not manufacture or sell products when it is not possible through proper design, procedures, and practices to provide an appropriate level of safety for people and the environment; specify precautions required in handling, transporting, using, and disposing of its products and take reasonable steps to communicate them to employees, customers, and others who might be affected; comply with all applicable laws and regulations and apply responsible standards where laws and regulations do not exist; work with government agencies and others, as appropriate, to develop responsible laws, regulations, and standards based on sound science and consideration of risk.

<u>Food Safety and Quality:</u> Suppliers must provide Woodland Gourmet with high-quality products that comply with government food safety requirements, industry best practices and product specifications at all times. Suppliers must demonstrate that they have robust food-safety and quality-management systems. Suppliers must also monitor products they produce for safety and quality.

Obligation to Report: Supplier shall promptly report material issues to Woodland Gourmet. Material issues include failing to meet recognized safety standards and defects in product labeling or instructions that increase the risk of unsafe use and include product specification deviations and microbiological, chemical, or physical hazards that affect the safety of the product. Suppliers must notify Woodland Gourmet of voluntary and mandatory product recalls and removals where the supplier has identified products as not meeting applicable safety or quality requirements. Supplier must also participate actively with Woodland Gourmet and with regulatory authorities in the recall and removal of products.

Obligation to Communicate Changes: Supplier is obligated to communicate changes to their product, process, manufacturing location, and/or service with Woodland Gourmet, including but not limited to: Specifications or any portion or component of the products; specifications or scope of the services; storage conditions; manufacturing processes, procedures, or equipment used to manufacture the products; raw materials; and location of manufacture or company ownership. The general guidelines are that minor changes require notification and major changes require prior approval, such notification or approval to occur at least 90 days prior.

<u>Supply Chain Security:</u> Supplier shall be familiar with the Customs-Trade Partnership Against Terrorism (C-TPAT) requirements and maintain a written security plan in accordance with such requirements addressing: container security and inspection, physical access controls, personnel security, procedural security, security training and threat awareness, and information technology security.

<u>Labeling Laws:</u> Supplier will adhere to all applicable laws and regulations regarding Product Content Restrictions prohibition or restriction of specific substances including labeling laws (for both source and end market countries) and regulations for recycling and disposal.

<u>Conflict Materials</u>: Woodland Gourmet strives to refrain from the use of minerals that have fueled conflict. Suppliers are strongly encouraged to comply with the conflict mineral provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Suppliers should support us in identifying the origin of designated minerals used in our products consistent with recognized due diligence frameworks. In conformity with due diligence, Suppliers must source from smelters and refiners that have successfully completed a recognized third-party responsible minerals audit.

Pure Food Guaranty

The Supplier is required to ensure and assure that all its obligations under this agreement will be carried out in complete accordance with the United States Federal Food, Drug, and Cosmetic Act (referred to as the "Act"), as well as all relevant federal, state, and local laws, rules, regulations, and guidelines. Specifically, but not limited to, the Supplier guarantees that all Products produced or packaged for Woodland Gourmet, along with all associated packaging and materials that come into contact with said Products, will not be adulterated, contaminated, or misbranded as defined by the Act or any other federal, provincial, state, or local laws, rules, or regulations. Furthermore, the Supplier affirms that such Products, packaging, and materials will not constitute articles prohibited from being introduced into interstate commerce as outlined in Sections 301 (d), 404, 405, or 505 of the Act.

OTHER

Export Controls: Supplier shall not directly or indirectly provide to Woodland Gourmet any material or service from a country, person, or entity that is subject to U.S. or other regional, unilateral, and multilateral regulations that restrict transactions with specific foreign entities, persons, or countries (often referred to as denied, debarred, and/or restricted parties). Examples of entities and persons include but are not limited to, terrorists, organizations that fund terrorists, and/or parties guilty of trade violations. The Supplier acknowledges that any Products provided by them to Woodland Gourmet may be subject to relevant export control, import, customs, trade sanctions, and embargo laws of the United States, European Union, and other governments. These laws include, but are not limited to, the U.S. Export Administration Regulations, economic sanctions rules and regulations implemented in the

European Union or under statutory authority, President's Executive Orders administered by OFAC, Council Regulation (EC) No. 428/2009 and associated implementing regulations, as well as any orders issued under these regulations (referred to collectively as "Trade Control Laws"). The Supplier bears full responsibility for ensuring compliance with Trade Control Laws in relation to any materials or products provided to Woodland Gourmet.

<u>Law Interpretation:</u> It is recognized that, on occasion, there may be legitimate doubt as to the proper interpretation of the law. In such a circumstance, it is required that the supplier refer the case to the legal representative of Woodland Gourmet via electronic AND written certified mail communication:

Notification Contact and Address		
Chief Financial Officer	Dan Kucera	
Email	dkucera@woodlandgourmet.com	
Address	3751 Sunset Ave	
	Waukegan, IL 60087	

<u>Responsible Artificial Intelligence</u>: Suppliers that develop (or contribute to developing), train, or use artificial intelligence (AI) must do so according to legal requirements and should strive to follow best practices for responsible AI.

How to Raise a Question or Concern or report a Suspected violation of this Code of Conduct:
report to the Vice President of Procurement, Janice Kim: jkim@woodlandgourmet.com



Sustainable Procurement Policy

At Woodland Gourmet, we recognize the critical importance of partnering with suppliers who actively work to minimize their environmental and social impacts.

This policy applies universally across the organization, including all domestic and international legal entities. It encompasses all employees, managers, contractors, and business partners.

We are steadfast in our commitment to sourcing from suppliers who can demonstrate compliance with environmental and social best practices. Our approach to fostering a sustainable supply chain involves setting measurable and meaningful targets to drive progress.

The procurement team is tasked with enforcing this policy, including developing initiatives and tools to enhance company performance, and identifying leading practices and resources to meet our goals and commitments.

This policy will be regularly updated by the procurement team, with all changes communicated to relevant parties. It is crucial to stay informed about the latest version of this policy and to reach out to a manager with any questions or feedback.

Thank you,

Janice Kim

lanice Kin

Vice President of Procurement



Thank you for submitting your annual report under the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*.