

MCKEE FOODS CORPORATION
SUPPLIER CODE OF CONDUCT

This Code of Conduct applies to all suppliers who do business with McKee Foods Corporation or with an affiliate of McKee Foods Corporation (Affiliate). This Code of Conduct helps us select suppliers whose business practices are consistent with our values and goals. This Code of Conduct supplements, but does not supersede, the supplier's obligations under any agreement with us.

(1) Supplier Commitments. Each supplier must comply with the following requirements:

(a) General Principle. The supplier will comply with all laws, rules, and regulations that apply to its plants or operations.

(b) Forced Labor. The supplier will not use any forced labor, indentured labor, slavery, or servitude. The supplier will not engage in any human trafficking. The materials incorporated into the supplier's products will comply with the laws regarding slavery and human trafficking of the countries in which the supplier does business.

(c) Wages and Hours. The supplier will establish working hours, wages, and overtime pay in compliance with applicable laws, rules, and regulations.

(d) Child Labor. The supplier will employ only workers who meet the applicable minimum legal age requirement. The supplier will also comply with all other applicable laws, rules, and regulations regarding child labor.

(e) Discrimination. The supplier will employ workers based on their ability to do the work. The supplier will not discriminate on the basis of race, color, national origin, gender, religion, or age.

(f) Environment. The supplier's plants and operations will comply with all applicable laws, rules, and regulations concerning the environment.

(2) Access to Supplier Facilities. The supplier will permit McKee Foods, its Affiliates, and any contractor of the foregoing, to inspect the supplier's facilities and records that relate to products or services supplied to McKee Foods or an Affiliate. Generally, the parties will agree in advance on a date and time for the inspection. However, if McKee Foods or an Affiliate determines that immediate, unannounced access to facilities or records is required, the supplier will grant such access.

(3) Subcontractors. This Code of Conduct applies equally to the supplier's subcontractors. The supplier is responsible for its subcontractors' compliance with this Code of Conduct. The supplier will fully cooperate in any request by McKee Foods or an Affiliate to inspect such subcontractors' operations.

(4) Violations. Violation of this Code of Conduct may result in, among other consequences, suspension or cancellation of orders or termination of the business relationship.