



THE J.M. SMUCKER Co

GLOBAL SUPPLIER CODE OF CONDUCT

A Shared Commitment to “Doing The Right Thing”

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Purpose

The J. M. Smucker Company (referred to as “we”, “our”, “us”, “Smucker”, or the “Company”) was founded and has operated for more than 125 years in accordance with the time-honored principles embodied in our *Basic Beliefs*. The principle of acting ethically and responsibly is fundamental to our *Basic Beliefs* and our business, as ethical conduct is vital to ensure successful, sustained business relationships. As extensions of our business, Smucker expects its Suppliers to practice similar values and standards of conduct that we ask of our own workers. To that end, the Company is committed to protecting the working rights and safety of the people who work with the Company or supply the Company with goods and services, while recognizing the cultural and legal differences found throughout the world.

The Company has developed this Global Supplier Code of Conduct (this “Supplier Code”) to clarify our global expectations in the areas of labor practices, human rights, health and safety, business practices, and environmental management.

Scope

This Supplier Code applies to all third parties that provide goods or services to Smucker or any of its subsidiaries, divisions, affiliates, or agents (each, a “Supplier” and collectively, “Suppliers”).

Policy Statement

Smucker is committed to respecting human rights as encompassed in the International Bill of Human Rights and the [International Labour Organization \(ILO\)](#) Declaration on Fundamental Principles and Rights at Work. We abide by all labor, wage, hour, and relevant employment laws, and are committed to compliance with all international human rights principles. We do not use, or permit use of, any form of slavery, including involuntary labor, forced labor, child labor, prison labor, or human trafficking.

We promote and respect human rights across our entire value chain. To that end, we engage in ongoing human rights due diligence to identify, prevent, mitigate, and remediate any negative human rights impacts caused by us or to which we contribute, and we require our Suppliers to engage with us in this process.

Our Suppliers must abide by these laws and principles as well. We will never knowingly do business with any party that violates employment laws or engages in human rights abuses. We also expect our Suppliers to source responsibly, monitor their suppliers, and ensure compliance with these standards and expectations.

This Supplier Code sets forth the basic and minimal expectations that all Suppliers must meet to do business with Smucker and aligns with the [Ethical Trading Initiative \(ETI\) Base Code](#). We expect our Suppliers to conduct business responsibly, with integrity, honesty, and transparency, and to adhere to the following principles:

01 Compliance with Laws

1.COMPLIANCE WITH LAWS

Smucker is firmly committed to conducting business in compliance with both the letter and the spirit of the law, including all special laws and regulations that apply.

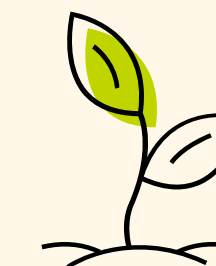
We require suppliers to comply with all the Federal Acquisition Regulation (FAR) clauses that are mandatory for subcontracts for commercial items. A list of these clauses is set forth in 48 C.F.R. § 52.212-5(e)(1). We will act in accordance with the highest ethical principles in all transactions, and we expect our Suppliers to implement and maintain effective management systems to ensure they comply with all applicable laws, rules, regulations, and codes of the countries in which they do business, including laws relating to employment, discrimination, environment, land rights, and health and safety, as well as relevant international standards. The Company will not do business with Suppliers who knowingly violate laws or have repeated problems conforming to them.



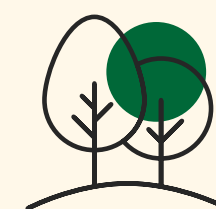
Employment



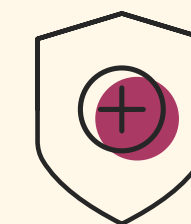
Anti-Discrimination



Environment



Land rights



Health and safety



International standards

02 Labor Practices and Human Rights



Smucker supports international human rights principles, including the United Nations Declaration of Human Rights, the International Labour Organization’s (ILO) Declaration of Fundamental Principles and Rights to Work, the United Nations Guiding Principles on Business and Human Rights, and the International Labour Organization (ILO) Core Conventions on freedom of association and the effective recognition of the right to collective bargaining, the elimination of all forms of forced or compulsory labor, the effective abolition of child labor, the elimination of discrimination in respect of employment and occupation, occupational safety and health, and the promotional framework for occupational safety and health¹.

Suppliers must: (i) develop human rights policies that cover all operations and relevant stakeholders; (ii) implement those policies in their operations; and (iii) regularly measure direct, indirect, and potential human rights impacts and remediate adverse human rights impacts.

¹ Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87); Right to Organise and Collective Bargaining Convention, 1949 (No. 98); Forced Labour Convention, 1930 (No. 29) (and its 2014 Protocol); Abolition of Forced Labour Convention, 1957 (No. 105); Minimum Age Convention, 1973 (No. 138); Worst Forms of Child Labour Convention, 1999 (No. 182); Equal Remuneration Convention, 1951 (No. 100); Discrimination (Employment and Occupation) Convention, 1958 (No. 111); Occupational Safety and Health Convention, 1981 (No. 155); Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187).

2.1. NON-DISCRIMINATION AND HUMANE TREATMENT

We expect our Suppliers to value human rights and provide a workplace in which all workers are treated with dignity and respect. The definition “worker” includes any person performing work for upstream supply chain partners, first tier suppliers, sub-tier suppliers, and farms under both direct and indirect employment, including office and production personnel, contracted and imported labor, homeworkers², migrant workers, agency workers, and part-time, temporary, and/or seasonal labor. Recognizing that there are differences in laws, customs, and economic conditions that affect business practices, we support, encourage, and embody an attitude of mutual respect among all workers.

Each worker has the right to work in an atmosphere that promotes equal opportunities, including the same access to employment, promotion opportunities, training, including vocational training, termination, or retirement. Suppliers must prohibit discriminatory practices, including discrimination on the basis of race, caste, color, religion, sex (including pregnancy, childbirth, and related medical conditions), age, national origin, ancestry, sexual orientation, gender identity or expression, transgender status, marital status, disability, genetic information, veteran/military status, union membership or political affiliation, or any

² Home-working refers to employed or subcontracted work that is paid at piece rate. Home-working is distinguished from home-based work or work from home (WFH).

other characteristic protected by applicable law. All workers must receive equal remuneration for work of equal value.

Suppliers must ensure the workplace is free of harassment, including sexual harassment, verbal or physical abuse, intimidation, or other such unlawful and unethical treatment, including economic harm. Suppliers may under no circumstances physically discipline workers or otherwise threaten their physical safety.

2.2. HEALTH AND SAFETY

The Company is committed to operating its facilities in a manner that protects human health and safety, as well as the environment. Suppliers are expected to provide a safe and hygienic working environment that minimizes exposure to health risks and to have procedures in place to prevent accidents and injuries to their workers and the communities in which they operate, also bearing in mind any industry-specific risks and practices. Adequate steps must be taken to prevent accidents and injuries in the workplace, and any hazards should be minimized as far as is reasonably practicable.

A senior management representative should be responsible for health and safety at all operating sites, and all workers should be provided with regular,

updated, and recorded training on health and safety as appropriate and required by law.

All workers must have access to clean and sanitary toilets, be provided with free potable water, and, where appropriate, have access to sanitary eating and food storage facilities. If Suppliers make housing available to workers, all such housing must meet the country's housing and safety standards, be safe and hygienic, and meet basic needs. Any charges related to worker housing must be at rates equivalent to or below the market.

2.3. CHILD LABOR³

Smucker does not condone or permit the use of child labor by our Suppliers, or the companies with whom they do business, in any of their local or global facilities or operations.

Suppliers must maintain official documentation for every worker that verifies the worker's date of birth. In those countries where official documents are not available to confirm exact date of birth, Suppliers are required to

confirm a worker's age using an appropriate and reliable assessment method and to keep all related records.

Additionally, all workers under the age of 18 must be: (i) restricted from performing any activity that exposes them to undue risks that can harm physical, mental, or emotional development; and (ii) under medical supervision with at minimum annual checks and be

Q: Supplier A is onboarding new workers and requests them to provide official documentation to verify their identity and age. What kind of documentation can Supplier A accept?

A: Depending on the country, official identity documentation may or may not include certain features that allow for accurate age and identity verification. Besides requesting any identity documentation that is required by law, Supplier A should request any documentation that has been issued by a government body and that contains the worker's date of birth and a photo identification that can be used to verify a worker's age and identity. Original documents should only be reviewed to confirm validity and accuracy but never kept by Supplier A and immediately returned to the worker.

³ In the absence of any national or local law, "child" is defined as less than 15 years of age. If local minimum age law is set below 15 years of age but is in accordance with developing country exceptions under International Labor Organization (ILO) Convention 138, the lower age will apply.



restricted from night-time work. All workers must be allowed the opportunity to complete compulsory education.

Where child labor is found, Suppliers must take appropriate remedial action, including ensuring the child is able to attend and remain in quality education until no longer a child.

2.4. FORCED LABOR

All labor must be voluntary. Suppliers cannot use any prison, indentured, bonded, involuntary, or forced labor of any kind. Suppliers are prohibited from engaging in slavery or human trafficking of any kind, including the recruitment, harboring, transportation, solicitation, provision, or acquisition of persons for labor or services, directly or indirectly, through the use of force, fraud, coercion, or debt bondage.

Suppliers cannot require workers to surrender any government-issued identification, passports, or work permits as a condition of employment, or charge any deposits to workers, and cannot restrict workers' freedom of movement in any way, including requiring any worker to remain in employment for any period of time after giving reasonable notice against such worker's will. Where workers are foreign migrants, Suppliers may not under any circumstances use threats of termination or repatriation as a way of exercising control.

Q: We have employed some workers who are not local (both from other regions and from abroad) and they are staying in dormitories provided by us. They have asked us to keep their personal identification documents for safekeeping in the safe in our office. Is this acceptable?

A: As a rule, employers may not retain any original identity documentation for workers. Workers staying in employer accommodation should be provided with individual and secure lockers with no access for third parties. Where, despite these measures, there are real concerns about the safety of documents and workers request employers to safeguard documents, employers must obtain a voluntarily signed consent form from workers permitting them to hold documents. A system must be established so that workers can obtain their documents immediately upon request with no additional barriers or delays.

2.5. RESPONSIBLE RECRUITMENT

Suppliers must understand the recruitment process of both direct and indirect workers who are recruited through labor recruiters and intermediaries. Suppliers must systematically and effectively identify and monitor the hiring and management of especially vulnerable workers, in particular: migrant workers and agency, contract, temporary, and casual workers. Where Suppliers rely on the use of labor recruiters, they must ensure that only registered workers are supplied to them.

Smucker is committed to the principle that no worker should pay for their job.

Suppliers must ensure that workers are not charged fees related to recruitment, placement, or maintaining a job, including travel expenses, administration, or other fees. Where such fees are charged, Suppliers must promptly reimburse workers. Where migrant workers are recruited from abroad, the employer must provide for the cost of the worker's return transportation once the employment engagement ceases.

Suppliers must provide all workers a copy of their employment terms in writing and in the official language

of the country where the work is performed and any language understood by the worker and make sure workers fully understand the employment terms prior to beginning to work for the Supplier. This information must include key terms and conditions, including wages and fringe benefits, the location of work, living conditions (if applicable), housing and associated costs (if applicable), any significant cost to be charged to the worker, and disclosure concerning the hazardous nature of the work (if applicable). Workers should not be required to sign an incomplete contract.

2.6. EMPLOYMENT

Suppliers must ensure that all workers perform work under a legal employment relationship. Suppliers must not use employment agreements with the aim to avoid payment of legally required employment benefits to workers, such as consecutive fixed-term contracts, labor-only contracting, subcontracting, home-working⁴, apprenticeship schemes, or other arrangements. Suppliers must inform Smucker in writing of all home-working arrangements and subcontracting activities, regardless of whether these activities are related to the production of goods for or provision of services to Smucker.

⁴ Home-working refers to employed or subcontracted work that is paid at piece rate. Home-working is distinguished from home-based work or work from home (WFH).



2.7. EMPLOYMENT OF UNDOCUMENTED OR RESTRICTED WORKERS

Smucker does not permit Suppliers to knowingly hire, recruit, or refer for employment any individual not authorized to work in the Supplier's country of operation. It is also not permitted to continue to employ an individual known to be an unauthorized, undocumented worker or to contract the use of an unauthorized, undocumented worker. Suppliers also may not employ individuals that are national citizens of any sanctioned country defined by the U.S. Office of Foreign Assets Control or any individual included on the Specially Designated Nationals List. Smucker requires companies to inspect, verify, and document the identity and employment authorization of every worker, including employment agency staff.

2.8. FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

Smucker expects that all Suppliers fully respect the legal rights of workers to freely associate, organize, and bargain collectively without distinction.

Suppliers must respect all instances where this is done in a lawful manner without interference, penalty, or retaliation, and will not discriminate against worker representatives or otherwise hinder their activities. Where local laws curtail these rights in any way, Suppliers should encourage alternative means to facilitate worker representation.

GRIEVANCE MECHANISMS

Supplier facilities must make an independent grievance mechanism available to all workers through which they can confidentially raise issues of concern to management without fear of reprisal or negative repercussions.

The grievance procedure must record and track grievances and workers must be made aware of the progress or resolution of any raised grievances.





2.9. WAGE AND HOUR PRACTICES

We expect our Suppliers to comply with all applicable wage and hour laws, rules, and regulations, including minimum wage, overtime, and maximum hours.

Where collective bargaining or other industry agreements set more favorable terms for workers, Suppliers must abide by these. Given the challenge of defining living wage across all Supplier geographies due to evolving conditions where minimum wage requirements are not sufficient to meet basic needs, employers must monitor living costs compared with wages paid and make adjustments as needed.

All workers, including any workers hired through a recruitment agency, must be fully informed of their wages in writing during the recruitment process and receive pay slips detailing the specifics of their wages and deductions. Suppliers may not take any disciplinary measures that a worker has not consented to, and all disciplinary measures must be recorded. Suppliers must not make illegal deductions.

In the absence of national or local law or collective or industry agreements, Suppliers should not require a regular work week over 48 hours and a total of more than 60 hours, including overtime. Where an employer can demonstrate that exceptional circumstances apply, working hours may exceed 60 hours if permitted by applicable law and collective agreement, as long as appropriate safeguards are in place to protect workers' health and safety. Workers should be allowed at least one day off after six consecutive days of work.

Workers must agree voluntarily to do any overtime work. All overtime work performed by non-exempt workers must be compensated at requisite premium rates and at no less than 125% of regular pay.

03 Business Integrity



3.1. COMMERCIAL BRIBERY

Commercial bribery is illegal and subject to criminal penalties in many countries, including the United States. No Supplier may provide any form of bribe, kickback, facilitation payment, or any hidden or undocumented side payment to any person in connection with any Smucker-related business. Suppliers must maintain an updated company policy prohibiting bribery, kickbacks, facilitation payments, corruption, and fraudulent business practices that is clearly communicated and implemented, and the Supplier must maintain corresponding management systems. Suppliers should implement and maintain a grievance system for workers to anonymously report issues or suspicious activity without fear of retaliation.

Smucker does not and will not participate in bribery, including facilitation payments, or kickbacks of any kind, small or large, and will turn down and turn away from any business or any transaction in which bribery or kickbacks are involved. Smucker competition for business is conducted fairly, ethically, and on the quality of the products it produces.

Bribes: *Anything of value offered or given to improperly influence a business decision or secure an unfair business advantage. Anything of value is not limited to money, and can be in the form of gifts, hospitality, favors, offers of employment, donations, political contributions, or anything where the recipient perceives value.*

Facilitation Payments: *These payments are sometimes also called 'grease payments' and are made to government officials in order to facilitate or expedite an administrative process.*

Q: Supplier A's raw material shipment has been held at customs and the release of the goods is delayed due to additional paperwork required. Supplier A requires the goods urgently in order to complete a pending order for Smucker and a customs official explains that with a small payment the paperwork can be prioritized and the goods released the same day. What should Supplier A do?

A: Facilitation payments are clearly prohibited by Smucker, and Smucker will not accept delivery of any goods that involve such payments. Supplier A must refuse the payment, wait the required delivery time, and inform Smucker of the delay.

3.2. ANTI-MONEY LAUNDERING AND TERRORIST FINANCING

Smucker only transacts business with reputable third parties involved in legitimate business activities. Suppliers must comply with all applicable anti-money laundering and terrorist financing laws, including the detection, prevention, and reporting of potential money laundering and terrorist financing activities. Suppliers must maintain financial accounts of all business transactions where required by applicable law and in accordance with national or international accounting standards.

Money Laundering: *The act of making criminally obtained money appear to come from a lawful source*

Terrorist Finance: *The act of financially supporting terrorism, whether purposefully or unknowingly.*

- Always make sure to know who your counterparty is
- Avoid payments in money orders
- Avoid payments in currencies other than the currency on the invoice
- Avoid payments to someone who is not party to the contract
- Avoid overpayments
- Beware of unusually favorable payment terms
- Beware of requests to ship to a different country from where the payment

3.3. DEALING FAIRLY WITH OTHERS

Smucker values relationships with our Suppliers, and we commit to dealing with our partners fairly and honestly.

We also expect our Suppliers and other third parties working on our behalf to respect and uphold our commitment to fair dealing and to not seek or take any actions contrary to these principles. Suppliers will not engage in unfair, deceptive, or misleading practices. They must never offer, promise, or provide anything in exchange for an inappropriate advantage to the Company or a worker, and they must present products in an honest manner.

3.4. GIFTS AND ENTERTAINMENT

In accordance with [Our Commitment to Integrity: Our Code](#), no worker or member of the worker's immediate family may accept gifts from Suppliers, customers, or other entities with which the Company does business where such gifts are of more than nominal value. This restriction also includes offers of entertainment (e.g., theater, sporting events, fishing trips) that go beyond the common courtesies generally and normally acceptable as appropriate ethical business practices, either in scope or in cost. Monetary gifts or gratuities



are never acceptable under any circumstance and fall under our bribery policy. Smucker prides itself on its reputation of acting with integrity and bases decisions on legitimate business requirements.

3.5. QUALITY AND FOOD SAFETY STANDARDS

Our reputation has been built on the quality of our products and the goodwill created by that consistent quality. Any Supplier providing goods or services for any business area of the Company must be completely aware of, and comply with, the applicable laws and regulations relating to the production, labeling, storage, shipment, and sale of the goods they sell to Smucker. Suppliers must strictly adhere to Smucker quality control procedures and ensure the goods they sell to Smucker are accurately labeled. Suppliers are required to immediately report to Smucker issues that could negatively affect the quality or safety of a Smucker product.

3.6. DATA SECURITY

Suppliers must safeguard and maintain the security of any confidential information received from Smucker, including any personal information received from or about Smucker workers, customers, consumers, or shareholders, using policies, procedures, and contractual obligations (collectively, “Measures”) that are at least as great as any Measures they would take to protect their own confidential information.

Suppliers must also comply with Smucker information security standards, policies, and procedures, as well as industry-recognized standards. Suppliers may be subject to periodic information security assessments, and audits to ensure compliance with security requirements. Suppliers are required to restrict access to Smucker data to authorized personnel only and implement strong access controls. Suppliers must encrypt sensitive Smucker data both in transit and at rest using the most up to date industry-standard encryption algorithms to prevent unauthorized access. Suppliers are required to promptly report any security incidents, data breaches, or suspected unauthorized access to Smucker systems or data immediately (phone: 330.684.3911; email: SIRT@jmsmucker.com).

Suppliers must ensure that any subcontractors or third-party vendors they engage with adhere to the same information security standards and requirements. Suppliers are required to retain Smucker data for as long as necessary to perform services for Smucker and to satisfy any applicable legal or regulatory obligations relating to such services, and Suppliers must securely dispose of data following Smucker data retention and disposal policies. Suppliers must provide information security training and awareness programs for their employees who have access to Smucker systems and data.

3.7. DATA PRIVACY

Smucker respects the privacy of all our workers, customers, consumers, and shareholders.

Smucker also regularly operates and conducts business across national and state borders. Consequently, Smucker is subject to a variety of privacy laws and regulations in the United States and other jurisdictions regarding the collection, storage, handling, use, disclosure, and transfer of personal information. Smucker expects our Suppliers to: (i) handle any personal information received from us or processed on our behalf responsibly, securely and in compliance with applicable privacy laws and regulations; (ii) restrict and limit how it may use, disclose and transfer this personal information beyond specific instructions it may receive from us; (iii) accommodate and assist with auditing obligations we may have; and (iv) execute written agreements as may be required for us to comply with such applicable privacy laws and regulations.

3.8. CONFIDENTIALITY

At times, it will be appropriate and necessary for Supplier workers and agents to have access to certain confidential technical or business information and materials of our Company. Confidential treatment of



such information is extremely important. Supplier workers and agents must take all reasonable precautions to prevent disclosure of confidential information and materials to third parties and not use information and materials without Smucker's prior written consent. This also applies to information subcontractors of our Suppliers may obtain while providing services to Smucker. Suppliers may be required to sign a confidentiality agreement prior to working with the Company.

3.9. CONFLICT OF INTEREST

The term "conflict of interest" describes any circumstance that could cast doubt on a worker's ability to act with total objectivity with regard to the Company's interests. It is important our Suppliers ensure their workers and workers of their subcontractors who are assigned to Smucker projects have no direct or indirect conflict with Smucker's business interests. All Suppliers are required to notify Smucker of any potential conflict of interest, such as financial interests, prior employment, or family employment of their workers with Smucker, and obtain Smucker's written consent prior to assigning such conflicted workers to work on any Smucker business.

Trusting and cooperative relationships with companies with whom we do business (such as our customers, Suppliers, and advertising agencies) are of vital importance. It is generally inconsistent with these relationships for such companies to attempt to recruit Smucker workers. Additionally, the prospect of such employment can create conflicts of interest and concerns about the handling of confidential business information.

3.10. RECORDKEEPING

We are committed to maintaining complete and accurate records. Suppliers must also maintain accurate financial books and business records in compliance with legal requirements. In particular, Suppliers must maintain necessary documentation to demonstrate compliance with this Supplier Code and all applicable laws and make these documents available to Smucker upon request.



04 Environment

Smucker considers environmental sustainability to be one of our many responsibilities as a good corporate citizen, and it is a strategic focus of our Company. We strive to partner with Suppliers who share our commitment to protecting the environment and ecosystem to improve supply chain resilience.

4.1. BIODIVERSITY, DEFORESTATION, AND CLIMATE ACTION

Where appropriate, Suppliers should promote ecological diversity by protecting and enhancing on-farm and/or neighboring habitats and ecosystems. Suppliers must commit to no deforestation or degradation of primary forest and, in addition, zero net deforestation in agro-forestry supply chains.

Where appropriate, Suppliers should transition and/or promote sustainable agriculture and water stewardship to replenish, rebuild, and restore natural systems and resources. Sustainable agriculture principles can yield positive environmental outcomes, including improved

soil health and water quality, while reducing climate impact, limiting pesticides and mitigating supply chain risks.

SUSTAINABLE AGRICULTURE INCLUDES:

- Increasing productivity to meet future food, feed, fiber, and fuel demands
- Improving the environment
- Improving human health
- Improving the social and economic well-being of agricultural communities

4.2. ENVIRONMENTAL PERMITS AND REPORTING

Suppliers doing business with the Company must act in an environmentally responsible manner and comply with all applicable environmental laws, rules, codes, and regulations for the regions of the country, and the world, in which they conduct business. This includes compliance with all reporting, permitting, and environmental licensing requirements.

4.3. HAZARDOUS MATERIALS

Suppliers must properly handle, store, and dispose of hazardous materials and waste according to applicable laws and regulations. Suppliers must ensure that impacted workers are informed and trained in the safe handling of these materials.

4.4. ENVIRONMENTAL MANAGEMENT

Smucker recommends Suppliers implement an environmental management system to ensure measurement, reporting, and verification of their environmental performance, including publishing information annually. Best practice is to report greenhouse gas (GHG) emissions and water usage via a third-party platform, such as CDP. Suppliers should strive to optimize their environmental performance, including taking measures to minimize their natural resource consumption, prevent pollution, and minimize and properly dispose of waste.



05 Animal Welfare

Suppliers must not conduct, or use third parties to conduct, harmful experiments on animals.

Suppliers must comply with all applicable laws, regulations, and codes on animal welfare, including those applicable to farmed animals. Under no circumstances will Smucker tolerate animal cruelty or abuse, and we expect the same of our Suppliers. In addition, Smucker is committed to continuous improvement of farmed animal welfare within its supply chain and requires reasonable participation from its supply chain partners to support such continuous improvement efforts, including responding to our annual supplier survey program and engaging with Smucker to implement improvements.

For more details, please follow the link below.

[Respecting Human and Animal Rights](#)

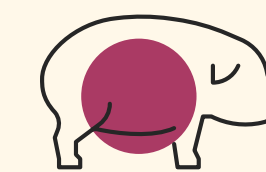
**The J.M. Smucker Co.
is committed to the following:**



Legal Compliance



**Stakeholder
Engagement**



**Improvement Of Farm
Animal Welfare**



Reporting



Reporting & Enforcement

6.1. WHISTLEBLOWER PROTECTION AND NON-RETALIATION

Smucker is committed to an organizational culture that encourages ethical conduct and compliance with the law.

In accordance with this commitment, Smucker expects all Suppliers to adopt policies and procedures strictly prohibiting retaliatory, threatening, or harassing acts against anyone who in good faith seeks advice, raises a concern, or reports misconduct. Under no circumstances may any Supplier require its workers or vendors to enter into or abide by any confidentiality agreement that may discourage or prohibit the worker or vendor from reporting any non-compliance with this Supplier Code or any violation of applicable law to an appropriate investigative authority.

6.2. REPORTING INFORMATION

Suppliers must make the following information in the paragraph below available to all workers in their business and, at minimum, to any legitimate worker representatives. Suppliers must also ensure that this reporting information is shared with their own suppliers beyond Tier 1. Anyone may submit a report anonymously using the Smucker Integrity Portal.

The Smucker Integrity Portal is a global platform, which is available to workers across our supply chain 24 hours per day, seven days a week, at 1-844-319-9352 or www.JMSIntegrity.com. All information received will be handled confidentially.

6.3. FULL COOPERATION AND DISCLOSURE

Suppliers are expected to cooperate with investigative authorities to the fullest extent permitted by law. In the event any Supplier becomes aware of credible evidence of any non-compliance with this Supplier Code, or of any other violation of applicable law, that Supplier must timely disclose such evidence to the proper investigative authorities and, when appropriate, to Smucker personnel necessary to permit a full and complete investigation of the suspected misconduct.

6.4. ENFORCEMENT

Suppliers are required to comply with this Supplier Code as a condition of doing business with Smucker. This includes conducting full human rights due diligence in their own operations and in relation to their suppliers and subcontractors. Suppliers must appoint personnel responsible for communicating and implementing the standards set forth in this Supplier Code.

Smucker will employ various mechanisms to assess compliance with this Supplier Code, such as certifications, review of records, onsite audits, and recognition of equivalent onsite audits. All Suppliers are required to complete a third-party social compliance audit with an approved social audit scheme and provide Smucker with the audit results.

Suppliers must allow Smucker and/or any of its representatives or agents reasonable access to its facilities and relevant records for the purpose of ensuring compliance with this Supplier Code.

Suppliers must take responsibility for any corrective actions or remediation plans and ensure that any items during the audit are fully addressed. We will monitor the status of corrective actions and remediation plans.

If the Company determines that any Supplier has violated this Supplier Code, the Company may, at its discretion, either terminate its business relationship or require the Supplier to implement a corrective action plan within a time frame agreed upon between the Supplier and the Company.





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