Purpose:
Mount Franklin Foods, LLC ("Company") strongly promotes the highest standards of corporate and professional responsibility and integrity in all its business transactions and takes a zero-tolerance approach to Corrupt Practices. This Policy plays a key role in assisting Contractors and Suppliers to comply with their legal obligations and the numerous anti-corruption and anti-bribery initiatives at a national and international level and provides an appropriate basis for resisting Corrupt Practices.

Scope:
This Policy applies to all Contractors and Suppliers and their Third Parties, employees, directors, officers, and representatives acting under a Business Relationship with the Company. It encompasses all business activities conducted domestically and internationally.

Definitions

1. **Bribe**: can consist of money or of any other advantage, such as expensive gifts, a discount, a waived fee, an inflated fee for a consultancy contract, an inflated price for an item, a position for the bribed person or a person close to him/her, medical treatment, or a vacation.

2. **Bribery** is the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for a public official at international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of the Company, or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings.
   a. Bribery often includes (i) kicking back a portion of a contract payment to government or party officials or to employees of the other contracting party, their close relatives, friends or Business Partners or (ii) using intermediaries such as agents, subcontractors, consultants or other Third Parties, to channel payments to government or party officials, or to employees of the other contracting party, their relatives, friends or business partners.
   b. Bribery has a narrower meaning than Corruption, which is sometimes used to include any perversion of integrity.

3. **Business Relationship** refers to the association of the Company with another party in the pursuit of business; the term includes (i) Third Parties and (ii) Contractors and Suppliers.

4. **Conflicts of Interest** arise when the private interests of an individual or of individuals close to him/her diverge from those of the organization to which the individual belongs.
   a. Conflicts of interest are a particular form of Corruption where an individual grants himself/herself an improper advantage by exercising his/her decision-making power to his/her advantage (or to that of a person close to him/her). Typical conflicts of interest include hiring relatives or favoring relatives as suppliers of goods or services.

For Reference Only

5. **Contractors and Suppliers** are part of the Company's supply chain, linking together a supplier of services, materials or components, a manufacturer, a distributor or retailer, and ending with the consumer.

6. **Corruption or Corrupt Practice(s)** is sometimes used restrictively as a synonym for Bribery and sometimes extensively to connote any perversion of integrity. Corruption includes Bribery, Extortion or Solicitation, Facilitation Payments, Trading in Influence and Laundering the proceeds of these practices.

7. **Company** refers to Mount Franklin Foods, LLC, including its parent company, affiliates and subsidiaries.

8. **Extortion or Solicitation** is the demanding of a bribe, whether or not coupled with a threat if the demand is refused.

9. **Facilitation Payments** are unofficial, improper, small-value payments made to a low-level official to secure or expedite the performance of a routine or necessary action to which the payer of the facilitation payment is legally entitled. This is a widespread form of Bribery, despite being illegal in almost every country.

10. **Gift** means any payment, gratuity, gratification, present or advantage, pecuniary or not, offered, promised, given or received, without any direct or indirect material or immaterial compensation.

11. **Hospitality** means all forms of social amenity, entertainment, travel or lodging, or an invitation to a sporting or cultural event.

12. **Laundering** is the proceeds of Bribery, Extortion or Solicitation or Trading in influence is the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.

13. **Policy** means the Company-wide effective principles and rules or procedures relating to Anti-Corruption, Anti-Bribery, Gifts and Hospitality, including its implementation practices.

14. **Private sector Corruption, Private Corruption, Private-to-Private Corruption or Commercial Bribery** is any form of Corruption or Bribery where the purpose of the Bribe is to entice a private person, such as a director, officer or employee of a private sector company, including the Company, to breach his/her duties.

For Reference Only

15. **Public Official** is any person holding a legislative, administrative, or judicial office at any level of government, whether national, state, local or international.

16. **Public sector Corruption or Public Corruption** is any form of Corruption where the purpose of the Bribe is to obtain an undue advantage from an act or omission of a Public Official in relation to his/her public duties.

17. **Third Parties:** are individuals or entities subject to the control or determining influence of Contractors and Suppliers, including but are not limited to agents, consultants, representatives, agents, resellers, subcontractors, lawyers, accountants or other intermediaries, acting on Contractor or Supplier's behalf in connection with the Business Relationship with the Company.

18. **Trading in influence** is the offering or solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view to obtaining from a public official an undue advantage for the original instigator of the act or for any other person.

Policy and Agreement

Contractors and Suppliers acknowledge and agree to abide at all times with the following provisions:

1. As defined in Chapter I of this Policy, Bribery, Private Corruption, Public Corruption, Extortion, Facilitation Payments, Laundering, Solicitation, and Trading in Influence are PROHIBITED at all times and in any form in relation to and throughout the course of the Business Relationship with the Company.

2. **Contractors and Suppliers** shall instruct all Third Parties involved in the Business Relationship with the Company, to neither engage nor to tolerate any act of Bribery, Private Corruption, Public Corruption, Extortion, Facilitation of Payments Laundering, Solicitation, and Trading in Influence. **Contractors and Suppliers** shall hire Third Parties only to the extent appropriate for the regular conduct of their business; and not pay them more than an appropriate remuneration for their legitimate services.

3. **Contractors and Suppliers** shall never perform, procure, provide, render, ship, deliver, or invoice for goods or services until a properly authorized purchase order is received from the Company. Purchase orders are strictly enforced for payment processing. The Company will not be responsible for goods or services without a purchase order and reserves the right to reject or return such goods or services, at **Contractors and Suppliers'** expense, without payment.

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4. In the event **Contractors and Suppliers** become aware or suspect of any Corrupt Practices, they shall report such behavior through the Company's corporate HOTLINE, without fear of retaliation.
   By telephone:
   1-800-439-6049 USA Toll Free
   800-681-9540 MEXICO Toll Free
   Or by email:
   hotline@mountfranklinfoods.com

5. Additionally, in the event **Contractors and Suppliers** become aware of material or several repeated breaches of the provisions of Policy by their own employees, directors, officers or representatives, they will take the necessary remedial action at a reasonable time and inform the Company about such actions.

6. **Contractors and Suppliers** shall disclose any Conflict of Interest with directors, officers, employees and agents of the Company, and should, wherever possible, avoid Conflicts of Interest because they can affect an individual's judgment in the performance of his/ her duties and responsibilities. Contractors and Suppliers should closely monitor and regulate actual or potential conflicts of interests, or the appearance thereof, of their directors, officers, employees and agents with the Company, Third Parties or Public Officials and should not take advantage of conflicts of interests of others.

7. **Contractors and Suppliers** shall establish strict procedures covering the offer of Gifts and Hospitality in order to ensure that such arrangements: (i) comply with national law and applicable international instruments; (ii) are limited to expenditures which are reasonable, proportionate and business-related like bona fide promotional or similar business expenditures; (iii) are made transparently, do not improperly affect, and would not reasonably be perceived as improperly influencing the recipient's performance of his/her duties; (iv) are not contrary to the known provisions of the **Contractors and Suppliers'** and Company's Code of Conduct; (v) are not offered too frequently nor at an inappropriate time; (vi) are not offered in order to improperly obtain or retain a business or other advantage; (vii) are recorded fairly and accurately in the **Contractors and Suppliers'** books and records; and (viii) are appropriate considering the culture and the standard of living in the country or region where the Gift or Hospitality is given.
   a. Additionally, **Gifts and Hospitality** offered to directors, officers, employees and agents of the Company, shall comply with the following:
      i. No Gifts or Hospitality should be provided in the form of cash or cash equivalent, such as vouchers, pre-paid cards, gift cards or free services.

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ii. Gifts of up to US$50 nominal value can be offered in reasonable quantities, such as promotional pens, t-shirts, mugs and agendas containing the logo of **Contractors and Suppliers**.
iii. Hospitality of up to US$50 nominal value (e.g., sporting events, entertainment, meals), which are extended as a matter of courtesy, and not in exchange for any improper favor or benefit, are allowed in principle.

Sanctions

If Contractors or Suppliers infringe the provisions of the Policy and no remedial action is taken, the Company may, at its discretion, either suspend or terminate the Business Relationship with such Contractors and Suppliers, it being understood that all amounts contractually due at the time of suspension or termination of the Business Relationship will remain payable, as far as permitted by applicable law.

Such infringement may also be the subject of legal proceedings, criminal investigations, sanctions, debarment, convictions, or other civil law consequences.

Amendments

The Company reserves the right to amend or modify this Policy from time to time and will communicate such updates through the following website https://mountfranklinfoods.com/company-policy .
Contractors and Suppliers shall check website periodically for changes and to ensure compliance with updated Policy.

Revision History:

Revision	Date	Description of Changes	Requested By
A	7/13/26	New Policy	Luz Torres
B	7/20/26	Changed website to: https://mountfranklinfoods.com/company-policy	Luz Torres
C	9/2/26	Policy has been updated.	Luz Torres

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