



Wellness Pet Company Supplier Code of Conduct

Who We Are

Wellness Pet is the real pet wellbeing brand. We are the clear choice in proven pet nutrition nourishing the bond between pets and their parents, making it as joyful as it is long. It's why we craft scientifically proven nutrition for dogs and cats, without compromise. Each Wellness product is balanced to support healthy, happy pets, whether it's dog food for digestive health, cat food rich in protein, or treats that treat their teeth to a cleaning. When pet parents choose Wellness, they can feel confident they're giving their pets the very best. Together, pets and their people can continue to feel well side by side.

At Wellness Pet Company, we believe doing good for pets also means doing good for the planet. That's why we're committed to sourcing our materials, ingredients, packaging, and finished goods responsibly, with care for people, animals, and the environment. We require our suppliers to share this commitment and ensure that every step in their supply chain reflects the same respect for quality, ethics, and sustainability.

Introduction

This Supplier Code of Conduct ("Code") establishes the principles and standards of behavior expected from all suppliers and their subsidiaries, affiliates, contractors and subcontractors (each a "Supplier") of Wellness Pet Company and its subsidiaries ("Company"). The Code is designed to ensure that all Suppliers operate in accordance with the highest standards of business ethics, responsible sourcing practices, and in compliance with applicable laws, regulations, and industry standards globally.

By conducting business with the Company, Supplier expressly agrees to comply with this Code and Supplier further acknowledges that compliance with this Code is a material condition of the business relationship. This Code supplements and does not replace any existing contractual obligations between the Company and its Suppliers.

Suppliers are required to read, understand, and comply with this Code and ensure that their employees, workers, representatives, agents and subcontractors comply with this Code ("Supplier Personnel"). Supplier shall certify its compliance to this Code on an annual basis on behalf of itself and all Supplier Personnel. Compliance with this Code is mandatory, and failure to

comply may result in corrective action, up to and including immediate termination of the supplier relationship and pursuit of all available legal remedies.

Compliance with Laws

The Supplier agrees to comply with all applicable laws, statutes, regulations, and codes from time to time in effect, including, but not limited to, those relating to anti-corruption, anti-bribery, anti-slavery, anti-human trafficking, environmental protection, labor laws, food safety, and product quality standards. This compliance extends to any legal requirements within the jurisdictions in which the Supplier operates, as well as any jurisdictions in which the Company conducts its business or where products are ultimately sold or distributed.

In the event of any conflict between the requirements of this Code and the applicable laws, statutes, regulations, or codes, the Supplier shall take all necessary steps to rectify such conflict in a manner that complies with the legal requirements while adhering to the principles and standards set forth in this Code.

Health and Safety

The Company is committed to partnering with Suppliers who share the same strong commitment to health and safety standards. This Code requires that all Suppliers ensure a safe and healthy work environment for all Supplier Personnel by complying with all applicable health and safety laws, regulations, standards and codes in their respective jurisdictions.

Suppliers are responsible for providing their Supplier Personnel with a work environment that is free from recognized hazards that could cause physical harm or illness. This includes ensuring that Supplier Personnel are provided with appropriate personal protective equipment and are trained in its use when necessary. Suppliers must also implement and maintain comprehensive health and safety management systems to identify, manage, and reduce the risks associated with their operations.

Labor and Human Rights

In compliance with the principles of the Code, Suppliers shall uphold the highest standards of labor and human rights in all operations. This commitment extends to ensuring that all Supplier Personnel are treated with dignity and respect, and that their work environment is free from any form of discrimination, harassment, or abuse. Suppliers must adhere to the following requirements:

- **Prohibition of Forced Labor:** Suppliers shall not use forced, bonded, indentured, or prison labor. All work must be voluntary, and workers shall have the freedom to terminate their employment in accordance with local laws.
- **Prohibition of Child Labor:** Suppliers must comply with all applicable child labor laws, ensuring that no individual is employed under the minimum age for employment as defined by local law or under the age for completing compulsory education, whichever is higher.
- **Working Hours and Wages:** Suppliers shall comply with all applicable laws and regulations regarding working hours, overtime, and wages. Working hours shall not exceed the maximum set by local law, including overtime. Employees shall be

compensated for overtime at pay rates greater than regular hourly rates in accordance with local laws and shall be provided at least one (1) day off in every seven (7) day period. Suppliers shall maintain accurate records of all working hours and wages for a minimum of seven (7) years.

- **Non-Discrimination:** Suppliers must ensure a workplace free of discrimination based on race, color, age, gender, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership, or marital status.
- **Freedom of Association:** Supplier Personnel shall have the right to freely associate, join or not join trade unions, seek representation, and engage in collective bargaining in accordance with local laws.

Anti-corruption

Suppliers will comply with all anti-corruption laws and regulations in the country where it operates, including but not limited to the United States Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, and applicable international anti-corruption conventions. Suppliers will not offer bribes, kickbacks, illegal political contributions or other improper payments to any customer, government official or third party, and will not offer or accept anything of value to or from government officials or their business partners that would influence someone's ability to make objective business decisions. Suppliers shall maintain accurate books and records that fairly reflect all transactions for a minimum of seven (7) years and adequate internal controls to prevent and detect corruption.

Anti-trust and Anti-competition

Suppliers will comply with all applicable anti-trust and competition laws and regulations. Suppliers will not engage in agreements, whether oral or written, with its business partners that would restrain trade and will not discuss or suggest actions to Company or any third party that would restrain trade (e.g., actions regarding fixing prices, terms and conditions of sale, costs, profit margins, or other aspects of the competition for sales to third parties).

Global Trade and Compliance

Suppliers will comply with all applicable import/export laws and will comply with applicable international trade control and customs laws and regulations, including those relating to licensing, shipping and import documentation and reporting, and record retention requirements. Suppliers will not act, directly or indirectly, for or on behalf of any individual or entity that: (i) appears on the Specially Designated Nationals and Blocked Person List, as maintained by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, or (ii) is otherwise subject to OFAC sanctions.

Product Safety, Quality and Compliance

Suppliers, and any facilities producing products, ingredients or materials for Company on behalf of Suppliers, agree to comply with the Company's Corporate Food Safety and Quality Assurance Policy Manual, or any similarly provided manual, a copy of which shall be provided to Supplier concurrently with the commencement of the business relationship or upon request. Supplier agrees that compliance with such manual is a material term of this Code. Supplier shall

immediately notify the Company of any inability to comply with any provision of the manual. Suppliers shall maintain, and shall provide to Company upon immediate request, all required certifications, licenses, and registrations necessary for pet food manufacturing and ingredient supply, including but not limited to FDA registration, Association of American Feed Control Officials (AAFCO) compliance, and any state-specific requirements. Suppliers shall implement and maintain a food safety management system, which shall address but not be limited to key prerequisite programs such as HACCP, cGMPs, Sanitation, Pest control, food defense, product authenticity, recall and traceability.

Product Recall Expectations

Suppliers shall implement and maintain a robust product recall system to ensure the swift and effective removal of any products that may pose a risk to consumer safety or fail to meet Company standards. Suppliers must immediately notify the Company upon discovering a situation that may require a recall and cooperate fully with the Company in executing the recall process. This includes providing necessary information and documentation, facilitating traceability and participating in recall effectiveness checks. Suppliers are responsible for maintaining traceability records and systems that enable quick identification of affected products and their distribution channels. Suppliers must also ensure that all Supplier Personnel involved in the recall process are adequately trained and informed of their roles and responsibilities. Suppliers agree to participate in periodic recall simulations or drills, as requested by the Company, to ensure preparedness and effectiveness of the recall system. Detailed procedures and responsibilities related to recalls are outlined in individual contracts and the Company's Corporate Food Safety and Quality Assurance Policy Manual.

Animal Welfare

For suppliers of animal-derived ingredients, Supplier will engage in practices that promote humane treatment, during handling and slaughter of animals used in the production, testing, or sourcing of ingredients and materials. This includes providing an environment that is free from distress, cruelty, abuse, and neglect and that is consistent with all applicable laws and recognized animal welfare standards, (for example, the Five Freedoms framework). Suppliers shall not conduct or commission the use of animal testing for pet food products unless required by law and shall notify the Company in writing within five (5) business days if legally required animal testing becomes necessary.

Environmental Protection

In recognition of the mutual benefit of maintaining high environmental standards and responsible sourcing practices, the Supplier commits to comply with all applicable environmental laws and regulations in the jurisdiction(s) where it operates. This includes, but is not limited to, regulations related to waste management, emissions, water usage, energy consumption, and the handling of hazardous materials. The Supplier shall implement and maintain systems and procedures aimed at minimizing its environmental impact, promoting sustainability, facilitating the responsible use of resources, and ensuring responsible sourcing of all raw materials, ingredients, and components used in products supplied to the Company.

For suppliers of marine-derived ingredients, Supplier shall source only from fisheries in local coastal waters under applicable government control.

For suppliers of terrestrial-derived ingredients sourced from regions identified as high-risk for deforestation or land conversion (including, but not limited to, poultry, beef, palm oil, soy, and grains), Supplier shall endeavor to source from operations certified as sustainable by recognized third-party certification bodies or otherwise engages in equivalent sustainability practices. Suppliers shall not knowingly source ingredients from operations that engage in illegal deforestation or unauthorized land conversion.

The Supplier agrees to comply with the following responsible sourcing and environmental obligations:

- Conduct its operations in a manner that seeks to protect the environment and prevent pollution.
- Strive for continuous improvement in its environmental performance by setting and reviewing environmental objectives and targets.
- Ensure that all Supplier Personnel are aware of their environmental responsibilities and are trained appropriately.
- Comply with the environmental and responsible sourcing standards and requirements set forth by the Company and any relevant third parties, including maintaining traceability of materials and ingredients throughout the supply chain.
- Report any environmental incidents or violations to the Company immediately upon discovery.
- Cooperate fully with the Company and relevant authorities in the event of an environmental incident related to the Supplier's operations.

Confidential Information and Data Security

Suppliers will not improperly use or disclose any confidential information, including trade secrets, of Company or of any third party. Suppliers will use Company's confidential information only for the purpose for which it is provided. Suppliers will implement and maintain physical, technical, and organizational measures and safeguards across its computer systems, portable electronic devices, laptops, and other storage devices that protect the security and confidentiality of Company data, Company's customer data, and any other information that it stores, accesses, or processes, in accordance with industry-standard security practices and applicable data protection laws, including but not limited to the California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA), and where applicable, the General Data Protection Regulation (GDPR) and other international data protection laws applicable to the jurisdictions in which the Supplier operates or processes data. Suppliers will encrypt any Company data that it sends over the Internet using a secure transfer method consistent with industry standards. Suppliers shall notify Company no later than twenty-four (24) hours after discovery, in the event that a data or security breach or incident occurs that affects or may affect Company data or systems. Such notification shall include a preliminary assessment of the nature and scope of the breach.

Boycotts

Suppliers will not request Company to participate in any type of boycott and will not request or require Company to refuse to do business with other people or countries, through contracts, invoices, purchase orders, e-mails, shipping documentation, or any other form of communication.

Publicity

Suppliers will not use the name “Wellness Pet Company” or any other name, mark, logo, design, product designations, packaging, imagery, or other intellectual property of Company or any of its related, affiliated or subsidiary companies in any advertising, publicity or promotion or to express or to imply any endorsement by Company of a Supplier’s products, services or business, without express written approval by the Company, which may be withdrawn at any time in its sole discretion.

Monitoring and Compliance

For the purposes of ensuring compliance with the Code, the Company reserves the right to conduct, or have conducted on its behalf by third-party auditors, audits and inspections of the Supplier and its operations where materials, ingredients, packaging, and finished goods are made for or on behalf of the Company, including manufacturing facilities, warehouses, and subcontractor locations, to verify compliance with this Code and applicable laws. Audits shall be conducted during normal business hours and in a manner designed to minimize disruption to Supplier’s operations. The Supplier shall provide all necessary assistance and access to Supplier information, records, and premises as may be required to facilitate such audits and inspections within two (2) business days of request for an audit. Supplier shall bear the costs of the initial audit if material non-compliance is found, and all costs of any follow-up audits required due to non-compliance findings.

Suppliers must maintain accurate and complete records relating to their compliance with the Code, including but not limited to, compliance with Health and Safety Standards, prohibition of Forced Labor and Child Labor, adherence to Non-Discrimination principles, respect for Freedom of Association, and compliance with Environmental Laws and Regulations, for a period of at least seven (7) years or as otherwise required by applicable law, whichever is longer. These records must be made available to the Company upon reasonable written request, subject to reasonable confidentiality protections and compliance with applicable data protection and privacy laws.

In the event of non-compliance with the Code, the Company shall provide written notice to the Supplier specifying the nature of the non-compliance and may require the Supplier to implement corrective actions within a reasonable specified timeframe appropriate to the nature and severity of the non-compliance. Failure to comply with the Code or to implement required corrective actions within the specified timeframe may result in suspension or termination of the Supplier’s contract or business relationship, at the Company’s discretion, in accordance with the termination provisions of this Code.

Reporting Violations

Suppliers are required to promptly report any known or suspected violations of the Code, including any breach of Health and Safety Standards, incidents of Forced Labor, Child Labor, discrimination, violations of Freedom of Association rights, or breaches of Environmental Laws and Regulations. Reports may be made using our anonymous Business Conduct Hotline at +1978-459-1585 or online at <https://wellnesspet.whispli.com>. Suppliers must ensure that their Supplier Personnel are aware of and understand how to report violations.

The Company will investigate all reported violations in a confidential manner to the extent permitted by law and the needs of the investigation. Retaliation against any individual who, in good faith, reports a violation or participates in an investigation of a violation is strictly prohibited. Suppliers must implement and maintain anti-retaliation policies and procedures to protect individuals who report violations.

Suppliers are also encouraged to establish their own reporting mechanisms within their organizations to address concerns internally before escalating them to the Company. Such mechanisms should be designed to protect the confidentiality of the reporter and to ensure that no retaliation occurs as a result of a report being made.

Consequences of Violation

Should any Supplier fail to comply with the Code, including but not limited to violations relating to Health and Safety Standards, Forced Labor, Child Labor, Non-Discrimination, Freedom of Association, and adherence to Environmental Laws and Regulations, the following consequences may ensue:

- The Company may issue a formal notice requiring the Supplier to remedy the violation within a specified timeframe.
- If the violation is not remedied within the specified timeframe, the Company reserves the right to suspend or terminate Supplier's contract or business relationship with immediate effect if necessary and without incurring any penalties, fees, or damages. The Company reserves the right to pursue legal action and all legal remedies available to it, including but not limited to claims for damages and injunctive relief, to the extent permitted by applicable law.
- In cases of severe or repeated violations of the Code, the Company reserves the right to suspend or cancel Supplier's contract, with immediate effect if necessary and without incurring any penalties, fees, or damages. The Company reserves the right to pursue legal action and all legal remedies available to it, including but not limited to claims for damages and injunctive relief, to the extent permitted by applicable law.

Review and Amendment

Suppliers are encouraged to periodically review the Code to ensure ongoing compliance with its terms and conditions, as well as with all applicable laws, regulations, and standards related to their operations and business practices.

This Code is subject to review and amendment by the Company at any time. The Company reserves the right to modify, add, or remove provisions of this Code to ensure it remains relevant and reflects the highest standards of ethical conduct and compliance with applicable laws and regulations. Suppliers will be notified of any changes to the Code in a timely manner. Upon notification, Suppliers are required to comply with the revised Code from the date specified by the Company.