



"Supplier Code of Conduct of Grupo Herdez, S.A.B. de C.V., and its Subsidiaries"

This Supplier Code of Conduct, whether the suppliers are individuals or legal entities, establishes minimum requirements to be complied with by our Suppliers, whether current or potential, regarding social and environmental provisions for the execution of their transactions and services. The term Subsidiaries refers to any corporation under the control of Grupo Herdez, S.A.B. de C.V. (hereinafter, "Grupo Herdez") For the purposes of this Code, the term control means that Grupo Herdez has the power to direct such corporations' management and policies.

This document is inspired by the standards of the International Labour Organization (hereinafter, "ILO"), the Ten Principles of the UN Global Compact, the Code of Ethics of Grupo Herdez, and its Internal Policies such as, among others, the Human Rights Policy. The Code of Ethics and the Policies of Grupo Herdez are available for consultation on our website www.grupoherdez.com.mx, (hereinafter, our "Website").

This Code of Conduct will be used to evaluate labor, environmental, and other standards referred to throughout this document and compliance with regulations by Grupo Herdez suppliers of goods and services.

In connection with the foregoing, Grupo Herdez Suppliers must comply with this Code of Conduct and, in any case, enforce compliance with it within their organizations, ensuring that it is available to their officers, employees, suppliers, subcontractors, and any other third party involved in the provision of goods or services to Grupo Herdez.

At Grupo Herdez, we value the business relations with our Suppliers so that we deem them our allies regarding growth, development, and innovation. Hence, they must share our values and commitments by behaving as follows:

Compliance with the Law. Any Supplier, as well as, when applicable, their facilities, must comply with applicable laws, including those related to labor, migration, safety, and hygiene at the facilities, health, and environmental protection. Suppliers must fully comply with any requirement set out in the law for their proper operation.

Freedom of Association. In its relations with their workers, the Supplier must respect the right of the workers to choose, form, and/or join, lawfully and peacefully, the trade union of their choice and must respect their right to collective bargaining, under the applicable regulations and ILO Convention C098 on the right to organize and collective bargaining and Convention C154 on collective bargaining.

Volunteering. The Supplier must not permit: (a) the work of children under 15 years of age, save for exceptions permitted by ILO or applicable national laws, provided that the work does not expose them to unnecessary physical risks that may impair their physical, mental, or emotional development in accordance with ILO Convention C138 on Minimum Age and ILO Convention C182 on the Elimination of the Worst Forms of Child Labor; and (b) forced labor, which is understood as any form of work or service exacted from an employee under threat of penalty (use of physical punishment, confinement, or threats of violence as a method of discipline or control, as well as the withholding of employees' identification, passports, work permits, or deposits as a condition of employment), in accordance with ILO Convention C029 on forced labor and ILO Convention C105 on the abolition of forced labor.

Suppliers must neither participate in nor advocate human trafficking. Similarly, Suppliers must implement and document enough and necessary procedures for workforce-related processes, in order to guarantee compliance with the laws against slavery and human trafficking.

Gender Equality in the Workplace. The Supplier must treat their employees, in case they has employees, with dignity, respect, and integrity by giving equal opportunities (employment and occupation) and prohibiting discrimination, as well as any distinction, exclusion, or preference based on a person's race, religion, nationality, skin color, sex, sexual orientation, age, disability, political stance, union membership, social origin, and national descent, as per ILO Convention C111 on Discrimination. Any manner of harassment, threats, intimidation, or verbal, sexual, physical, or psychological abuse must be forbidden.

Work Schedule and Consideration. The Supplier must grant their employees rest days, holidays, as well as maternity and paternity leave. In addition, the Supplier must ensure that the work schedule is appropriate in accordance with applicable laws. The Supplier must provide sufficient salaries according to the law so that employees are capable of covering their basic needs and those of the people for whom they may be responsible. Similarly, the Supplier must pay overtime and provide other benefits that comply with the law.

Health and Safety. The Supplier must guarantee their workers a healthy and safe work environment. Furthermore, the Supplier must take the necessary measures to prevent work accidents. The Supplier must also have emergency evacuation procedures, drills, fire detection, and extinction equipment, as well as proper emergency exits.

The Supplier must provide their personnel with safety equipment based on the risks to which such personnel may be exposed during the performance of its activities, within the facilities of the Supplier.

Product Quality and Safety. All products and services provided by the Supplier must comply with safety, harmlessness, and quality standards, as required by applicable laws, as well as with the standards required by Grupo Herdez.

Traceability of Goods. Grupo Herdez reserves the right to request complete traceability of the Supplier's products to verify their quality when required for safety or health issues for our consumers.

Environment. On a case-by-case basis, the Supplier must ensure that their facilities comply with environmental regulations in force, including those related to waste disposal; gas emission and thermal pollution; the use of water, wastewater, hazardous substances; hazardous waste storage, management, and disposal; as well as any applicable laws and regulations concerning substances, chemical products, and hazardous materials, which must be strictly followed. The Supplier must guarantee that the components and/or consumables used in their processes were legally obtained, following international treaties and protocols, as well as any applicable local and/or federal laws and standards.

Conflict of Interest. The Supplier must avoid any situation that constitutes an actual conflict of interest or potentially gives rise to one during the commercial relation and undertakes to inform Grupo Herdez, when applicable, of such situation.

At Grupo Herdez, we are aware that there may be friendly relations outside of business relations between the supplier and Grupo Herdez employees; however, the supplier must ensure that such personal relations do not influence business decisions with Grupo Herdez.

If the Supplier has any family relation, or any other type of relation, with any Grupo Herdez employee, it must inform this fact since this could represent a conflict of interest.

The foregoing, in order to assist with compliance with our Conflict-of-Interest Policy, which is available for consultation on our Website.

Industrial and Intellectual Property. The Supplier must take the appropriate measures to safeguard and protect the confidential, private, or any other information of which they has or becomes aware as a consequence of the business relation, which is property of Grupo Herdez or developed by the Supplier in favor of Grupo Herdez and use such information only for the purposes authorized in the contractual agreement.

Except as authorized as part of the provision of services or as required by law, the Supplier must not use, disclose, or transfer in any way any industrial secret, formula, process, confidential know-how, or information belonging to Grupo Herdez, even if their contractual relation has ended.

The Supplier must ensure that the services provided, or products granted to Grupo Herdez —according to their business relationship— are not in breach of the intellectual property rights of any third party.

Economic competition. The Supplier must perform all their activities according to the laws in economic competition matters and avoid incurring monopolistic practices or free competition limitations. In this regard, the Supplier must have ethical trading methods that do not incur disloyal competition.

Anticorruption. The Supplier must know Grupo Herdez must abide by several regulations against corruption practices. Therefore, the Supplier hereby acknowledges and accepts that the law strictly prohibits directly or indirectly offering or accepting any manner of bribes or inducements, which may influence a public servant's (of any rank or level) and/or any third party's action or omission, which may breach in an unjustified, intentional, and/or unintentional manner a public service duty and/or grant the Supplier a benefit or influence to obtain or ease potential businesses and/or business advantages, permits, or otherwise. Due to the foregoing, the Supplier hereby undertakes to always act according to the relevant regulations, the Code of Ethics, and the Policy Against Illegal Payments and Bribes of Grupo Herdez, which are available for consultation on our Website.

If the Supplier takes part in corruption acts and, as a result, a process against it is started by an authority, the Supplier hereby undertakes to hold Grupo Herdez harmless from any trial or claim in which the Supplier is involved; to pay the damages and lost profits, if applicable; as well as the fees and expenses for the lawyers.

Likewise, for Grupo Herdez, it is unacceptable under any circumstance to subject a business negotiation or relation to any bribe (including courtesies, gifts, trips, meals, discounts, cash payments, or any other bribe) to benefit the people who work for Grupo Herdez or their relatives. Therefore, the Supplier must report any illegal behavior or restriction imposed by the people who work for Grupo Herdez on any negotiation or business relation.

Anti-Money Laundering. The Supplier must comply with the applicable laws in anti-money laundering matters by establishing the measures and proceedings required by the relevant regulations to prevent and detect acts or transactions involving illegal funds, if applicable. Similarly, the Supplier hereby undertakes to perform all their operations and transactions with legal funds.

Fraud Prevention. The Supplier and their colleagues, if any, must not participate in or incur fraudulent acts, which are understood under the

criminal law as the deceit or use of the mistake made by one person in order to obtain improper profits or advantages. The Supplier is responsible for implementing measures to prevent and detect this kind of behavior and notice Grupo Herdez of any situation of this nature in which any of the Supplier colleagues are or may be involved in referring the business relation with Grupo Herdez.

The Supplier hereby undertakes to hold Grupo Herdez harmless from any trial or claim to be attempted against Grupo Herdez, as well as from any payment of resulted damages and lost profits, if applicable.

Records and Accountability. The Supplier hereby undertakes to keep accounting records according to the applicable national and/or international regulations.

Personal Data Protection. The Supplier hereby undertakes to comply with the current laws in personal data protection matters applicable for its operations.

Similarly, the Supplier hereby undertakes to handle the personal data from Grupo Herdez as established by the applicable legislation and the privacy notices of Grupo Herdez.

Confidentiality. The Supplier hereby undertakes to handle all information disclosed by Grupo Herdez in a written, oral, visual, electronic, or any other manner as confidential. Therefore, the Supplier and, if applicable, their officers, colleagues, and any third party that must know such information on account of the relation must not disclose the aforementioned information or transfer it in any manner to third parties without the prior written consent of Grupo Herdez.

The Supplier and, if applicable, their officers, colleagues, and any other third party may not communicate in public the business of Grupo Herdez or the goods or services provided to Grupo Herdez without its prior written authorization.

Relation Conditions. Transparency and objectivity during the purchase process. The end pursued by Grupo Herdez and its employees is transparency, objectivity, and truthfulness in purchase processes and requirements. Likewise, Grupo Herdez requires that its Suppliers establish procedures that promote transparency, objectivity, and truthfulness.

Communication with Suppliers. Listening to the Supplier allows us to become aware of the Supplier's concerns and doubts, which further allows us to have sustainable relationships based on mutual respect. This is essential to our negotiations, as this is how we will attain conditions that benefit us both.

Grupo Herdez has made available digital means and telephone numbers for you to pose any question, doubt, or concern.

Consequences. If a Supplier fails to abide by this document, the business relationship between such Supplier and Grupo Herdez will be terminated without Grupo Herdez being liable.

Incident Reports. Illegal and unethical behavior, as well as any breach of the Supplier Code of Conduct, may be anonymously and confidentially reported through any of the following means:

Toll-free telephone number: 800 CONFIANZA (800-266-342-692)

Email: confianza@herdez.com

Establishing a business relation with Grupo Herdez depends on the acceptance of this Code. The Supplier hereby undertakes to abide by this Code. The standards of this Code do not substitute the provisions of any agreement or legal contract between the Supplier and Grupo Herdez, instead, they nourish such provisions.

Supervision. The Supplier accepts that, through the people that work for Grupo Herdez, Grupo Herdez may supervise, at any time, due compliance with this Code and with the provisions contained in any agreement executed by Grupo Herdez and the Supplier. For this reason, the Supplier hereby undertakes to provide all information and/or documentation related to such purpose; and to allow access, if applicable, to the properly-identified personnel of Grupo Herdez during business hours and days with prior notice in the latter case.

The Supplier will perform the necessary actions to ensure that the subcontractors participating in the provision of services also comply with the obligations contained in this section and Code.

Supplier's Acceptance and Commitment.

The Supplier hereby confirms:	
<ul style="list-style-type: none">• That they received and took due note of the content of this Supplier Code of Conduct of Grupo Herdez;• That they is aware of all laws and regulations applicable in the countries in which they operates;• That they will inform Grupo Herdez, through the means included in this Code, of any breach or suspected breach of this Code;• That they will comply with and ensure that the Supplier Code of Conduct is complied with, for such purpose, they will inform all their colleagues, subcontractors, and the third parties that must know derived from the relationship, of the content of such Code of Conduct. The Supplier will also ensure that the provisions included in such Code are complied with.	
Name of the Supplier	
Signature of the Supplier or their Legal Representative	Name [_____]
	Position [_____]
	Taxpayer Identification Number [_____]
Date and Place []/[]/[], [_____].	