



SUPPLIER *code of conduct*

T. Marzetti Company / Lancaster Colony Corporation
380 Polaris Parkway, Westerville, OH 43082





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INTRODUCTION

At Lancaster Colony Corporation, our vision is to be The Better Food Company - better people, driven by purpose, making better food, in a better, more collaborative culture, working in unison to make the world around us a little bit better place, every day. We strive to achieve this in part by emphasizing corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across our supply chain.

We believe our vision is only possible with the cooperation of our co-manufacturers, distributors, vendors, agents, contractors, and suppliers (collectively, our "Suppliers"). This Supplier Code of Conduct establishes minimum standards for our Suppliers with respect to:

- treatment of workers;
- workplace safety;
- environmental protection; and
- ethical business practices.

APPLICABILITY

This Supplier Code of Conduct applies to all Suppliers that provide goods or services to Lancaster Colony or any of its affiliates or subsidiaries, including, but not limited to, T. Marzetti Company and Marzetti Manufacturing Company (collectively, "Lancaster Colony"). The standards in this Supplier Code of Conduct are in addition to, and not in lieu of, the obligations of a Supplier set forth in any agreement between Lancaster Colony and Supplier, but in the event of a conflict, the agreement between a Supplier and Lancaster Colony will govern. Each of our Suppliers is required

to communicate the substance of these standards throughout its own operations and its entire supply chain. Each Supplier will be held responsible for any acts or omission of its suppliers, vendors, agents, and subcontractors and their respective facilities that, if done by Supplier, would constitute a violation of this Supplier Code of Conduct.

TREATMENT of WORKERS

No Forced Labor

Lancaster Colony does not engage in or tolerate the unlawful employment or exploitation of children in the workplace or the use of forced labor in the manufacture of products it sells or the raw materials for those products.

Lancaster Colony values Suppliers committed to treating their workforce ethically and will not accept products or services from Suppliers that employ or utilize child labor or forced labor in any manner. Suppliers shall not support or engage in slavery or human trafficking in their own operations or any part of their supply chains.

All labor must be performed by workers whose presence is voluntary, and, in addition to compliance with all applicable laws and regulations, Suppliers must act in accordance with principles and guidelines that protect and promote human rights. Suppliers shall ensure that they and any party in their own supply chain do not support, engage in or require any:

- Compelled, involuntary, or forced labor
- Labor to be performed by children or minors in hazardous work conditions
- Bonded labor
- Indentured labor
- Prison labor at less than minimum wage



No Hazardous Work by Minors

Suppliers shall not support, engage in, or require any hazardous labor to be performed by any person under the age of 18, whether in their own operations or their supply chain. Hazardous labor involves any work, that by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the health or safety of the worker or coworkers if adequate protections are not taken. No person under the age of 18 years old may be employed or authorized by a Supplier to work on Lancaster Colony premises without prior approval of the Legal Department of Lancaster Colony.

Compliance Documentation

Suppliers must be able and willing to:

- Maintain proper documentation of wage payments.
- Use an industry-accepted timekeeping system to track worker work hours and develop work-hour policies to ensure compliance with this Supplier Code of Conduct and applicable law.
- Maintain a reliable system to document the eligibility of all workers to work lawfully, including with respect to age, eligibility, and the legal status of foreign workers.

Eligibility to Work

Suppliers shall comply with applicable laws related to the eligibility of their employees to work in the United States.

Such compliance includes verifying the employment status of employees through a properly completed Form I-9 and through E-Verify as applicable, or for workers outside the United States, a reliable system to verify the legal work status of all workers.

Identification Papers

Except to the extent necessary to verify age eligibility and legal status, Suppliers shall not require any worker to surrender control over their original:

- Identification papers or documents giving a foreign worker the right to work in the country;
- Identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or
- Documents evidencing the worker's age, such as a birth certificate.

Financial Obligations

Suppliers shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:

- Pay recruitment or other fees or other amounts (monetary or in-kind),
- Incur debt

Freedom of Movement

Each worker must have the right to leave the facility without retaliation at the end of each workday and at other times based on reasonable health and safety-related

justifications or any other reasonable circumstances, such as personal or family emergencies.

Freedom to Terminate Employment

Suppliers must allow workers to terminate their employment or work arrangement without restriction or threat of punishment.

Compensation and Benefits

Suppliers must compensate all workers with wages and benefits that, at a minimum, meet the minimum wage and benefit requirements established by applicable law and any applicable collective bargaining agreements. This obligation applies at all times, including during periods of training, apprenticeship, and probation. Wage payments must be made to hourly workers at least bi-weekly and benefits must be provided on a timely basis. Suppliers shall not make any deductions from wages, except income tax withholding and those that are legally allowed.



■ **Work Hours**

Suppliers shall not require or allow workers to work more than the maximum legally permitted number of hours per week.

■ **Rest and Meal Breaks**

Suppliers shall permit workers to take paid or unpaid leave as allowed by law. In particular, Suppliers shall allow workers to take reasonable rest breaks, including bathroom breaks and meal breaks.

■ **Drug-Free Workplace**

Suppliers must create and maintain a workplace free from the illegal use, possession, sale, or distribution of controlled substances.

No Discrimination, Abuse, or Harassment

Suppliers shall treat workers with respect and dignity. Workers must be provided equal opportunities based on their ability to perform the job and must not be discriminated against in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment decision based on any characteristic that is protected by applicable law, which may include but is not limited to race, national origin, gender, sexual orientation, military status, religion, age, marital or pregnancy status, and disability.

Suppliers shall not tolerate or condone corporal punishment or any other physical or psychological abuse or harassment of its workers, whether verbal, sexual, or otherwise.

Further, Suppliers must not tolerate or condone such behavior in its supply chain.

Freedom of Association

Suppliers shall respect, and not interfere with, the right of workers to lawfully associate with groups of their choice. Suppliers must not discriminate, retaliate, discipline, or punish any worker who exercises these rights, including those who use lawful efforts to form or join trade unions or engage in collective bargaining.

HEALTH and SAFETY

Suppliers must provide a safe, healthy, and sanitary working environment. Procedures and safeguards must be implemented to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries that are not specifically addressed in these Standards.

General and industry-specific procedures and safeguards include those relating to:

- Health and safety inspections
- Equipment maintenance
- Maintenance of facilities
- Worker training covering the hazards typically encountered in their scope of work
- Fire prevention
- Documentation and record keeping

Suppliers shall provide workers adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work.



Safety First



Facilities

Suppliers shall:

- Ensure that all facilities meet all applicable building codes and applicable industry design and construction standards
- Obtain and maintain all construction approvals and zoning and use permits required by law
- Ensure that all facilities have:
 - An adequate evacuation plan
 - Adequate, well-lit, clearly marked, and unobstructed emergency exit routes, including exits doors, aisles, and stairwells
 - A sufficient number of emergency exit doors, which are located on all sides of each building, are unlocked (from the inside), and are readily opened from the occupied side and swing in the direction of emergency travel
 - Adequate lighting, ventilation and air circulation
 - Adequate first aid kits and stations
 - Adequate fire safety, prevention, alarm, and suppression systems
 - Adequate access to potable water and private toilet facilities
- Post safety rules, inspection results, incident reports, and permits, in each case, as required by law.
- Suppliers must put in place processes to record and investigate accidents, near misses and first-aid events.

FOOD SAFETY and QUALITY

Lancaster Colony has rigorous quality standards which we expect our Suppliers to follow. This ensures our products not only meet all the required FDA and USDA standards, but our own company standards.

ENVIRONMENTAL PROTECTION



Operation of Supplier Facilities

Suppliers shall operate their facilities in compliance with all environmental laws, including laws and international treaties relating to waste disposal, emissions, discharges, and hazardous and toxic material handling.

Inputs and Components

Suppliers must ensure that the goods they manufacture (including the raw materials and packaging incorporated into those goods) comply with all environmental laws and treaties.

Cooperation

Lancaster Colony's customers frequently request reports regarding the environmental impacts of our supply chain. Suppliers must cooperate with us in reporting any environmental data required either by governmental authorities or by our customers with a material interest in the products we manufacture.

ETHICAL BUSINESS PRACTICES



Conflicts of Interest

Suppliers must avoid inappropriate conflict of interest or the appearance of conflict with the interests of Lancaster Colony. Any existing or prospective business situation that may appear to be a conflict of interest in relation to its role as a Supplier to Lancaster Colony or its affiliates should be reported to Supplier's primary representative at Lancaster Colony.

Gifts, Entertainment and Anti-Bribery

Suppliers must not offer cash, favors, gifts, or entertainment of more than nominal value to any Lancaster Colony worker without the prior written authorization of the Lancaster Colony legal department. Suppliers must not offer, give, demand, or accept a bribe, kickback, corrupt payment, inappropriate gift, or improper advantage and must at minimum comply with all applicable anti-bribery laws and regulations. Suppliers shall also comply with Lancaster Colony's Code of Business Ethics.

Compliance with Laws

Suppliers shall comply with all applicable laws and regulations. Where this Supplier Code of Conduct requires Suppliers to meet a higher standard than set out by law or regulation, Suppliers shall meet such higher standards. Suppliers must accurately record information regarding their business activities, without falsification or misrepresentation, and provide statements to demonstrate compliance with applicable laws and regulations when reasonably requested.

Intellectual Property

Suppliers may only use proprietary information, copyrights, and trademarks ("Intellectual Property") of Lancaster Colony in accordance with, and only to the extent permitted by, the terms of its contract with Lancaster Colony or its any of its affiliates. Suppliers shall not misappropriate or infringe on Lancaster Colony's Intellectual Property, nor shall they use it for their own purposes or disclose such information to unauthorized third parties. Suppliers must notify Lancaster Colony of any unauthorized use of Lancaster Colony's Intellectual Property by a third party.

Company Name and Trademarks

Any news release, public statement or any form of publicity pertaining to Lancaster Colony or T. Marzetti Company is prohibited without prior written approval of our General Counsel, which may be withheld or revoked in our sole discretion. Suppliers must not use, in or on any product label, advertisement, promotional materials,

website or the like, in any manner or form whatsoever, our name or trademarks without the prior written consent of our General Counsel. No ownership or license rights to our trademarks are granted to Suppliers hereunder.

Confidentiality and Data Security

Lancaster Colony strives to protect the information of our employees, customers and Suppliers. Any proprietary information we share must also be adequately protected by our Suppliers, not disclosed to any unauthorized third party, and used only for the business of Lancaster Colony. We expect Suppliers to be equally focused on securing data that is sensitive, regulated, or could impact our company.

Fair Competition

Suppliers must operate in compliance with all applicable antitrust laws. Suppliers shall not propose or enter into any price fixing agreement with any competitor or divide up markets or customers.

Insider Trading

Suppliers must ensure that non-public information obtained in the course of their relationship with Lancaster Colony is not used for the personal benefit of Supplier, Supplier's employees or other persons.



Audits

Lancaster Colony may, in its discretion, conduct audits of the facilities to confirm a Supplier's compliance with this Supplier Code of Conduct. Upon Lancaster Colony's request, Suppliers are expected to fully cooperate in facilitating audits, and provide all relevant information and access to the premises. Where third party audit standards are used, a Supplier and Lancaster Colony will agree on the standard, scope and methodology selected, and Supplier must provide Lancaster Colony access to full audit reports once they become available. Suppliers must timely complete corrective actions for all non-conformance identified in both third party audits and those conducted by Lancaster Colony.

Verification

Suppliers must maintain documentation to verify compliance with the Supplier Code of Conduct and the applicable laws and regulations.

Violations

Suppliers must work through their own company to resolve internal ethics and compliance issues. Suppliers must promptly

and fully make all disclosures required in this Supplier Code of Conduct, report violations of this Supplier Code of Conduct and report any unethical or illegal behavior by our company to our General Counsel as follows:

General Counsel
380 Polaris Parkway (4th floor)
Westerville, Ohio 43082
Email: legal@lancastercolony.com

Suppliers must not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Supplier Code of Conduct.

Termination

Lancaster Colony may immediately terminate its business relationship (including any purchase order(s) and purchase contracts) with a Supplier if such Supplier or any party in its supply chain fails to meet the standards in this Supplier Code of Conduct.

Modifications

Lancaster Colony reserves the right to supplement or modify this Supplier Code of Conduct at any time.

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