

Supplier Expectations

Hy-Vee, Inc. seeks to partner with seafood suppliers who share its commitment to quality products, environmental responsibility, and fair labor practices. Every supplier we work with receives a copy of the *Hy-Vee, Inc. Seafood Supplier Code of Conduct* (hereafter known as the “Code of Conduct”), which outlines the requirements we have for our suppliers around employment practices, workers' rights, working conditions, and environmental protection. Hy-Vee, Inc. expects every supplier within our supply chains to meet these requirements. Within this document, the term “supplier(s)” refers to all direct and indirect suppliers to Hy-Vee, Inc. with direct suppliers being responsible for communicating our expectations with all subcontractors.

Hy-Vee, Inc. is working to monitor supplier compliance and reserves the right to undertake onsite inspections of suppliers' facilities and expects each product it sources to be in compliance with all applicable laws. If a supplier does not meet the requirements outlined in this Code of Conduct, or refuses to cooperate in a time bound improvement process then Hy-Vee, Inc. may terminate its relationship. View our full *Hy-Vee, Inc. Seafood Supplier Code of Conduct* below.

Hy-Vee, Inc. maintains a high standard of conduct for our suppliers with regard to compliance with international labor laws. This Code of Conduct was created to ensure that our suppliers enforce safe working conditions, that their workers are treated with respect and dignity, and that their harvesting and production processes are legal and transparent. The labor expectations set out below are derived from the following international standards and best practices:

- [United Nations \(UN\) Global Compact](#)
- [UN Universal Declaration of Human Rights](#)
- [International Labor Organization \(ILO\) International Labor Standards](#)
- [Seafood Task Force Code of Conduct](#)
- [Verité Responsible Sourcing Tool Sample Code of Conduct Provisions for Seafood Supply Chains](#)

Hy-Vee, Inc. Seafood Supplier Code of Conduct

Legal Requirements

Hy-Vee, Inc. expects its suppliers to comply with all applicable laws and regulations of the United States and those of the respective country of operations, processing or exportation. All products must be accurately labeled and clearly identified as to their country of origin and content.

Child Labor

Suppliers will not employ anyone under the minimum age as established by applicable law in country, or under the age of completing compulsory education, whichever is older. Suppliers must not employ anyone under the age of 18 in hazardous, unsafe, or unhealthy working conditions. Suppliers must also have established procedures for age verification as part of their hiring process and have a remediation policy and procedure in place to promote the protection of child workers.

Forced Labor

Hy-Vee, Inc. will not conduct business with any supplier that uses involuntary labor of any kind, including prison labor, indentured labor, bonded labor (including debt bondage), or labor obtained through trafficking, coercion, or slavery. All work must be voluntary and workers must have the freedom to terminate their employment at any-time without penalty. Workers at sea have the right to disembark and terminate employment at the next regularly scheduled port visit. Port visits must occur at least once a year or more frequently.

Employment Contracts

Suppliers must provide written employment contracts to workers in a language understood by workers (with additional provisions made for illiterate workers or workers with difficulties understanding written contracts). Contracts must clearly indicate workers' rights, responsibilities, and conditions of employment, and include information regarding wages and benefits, working hours, working conditions (including work-related hazards), living conditions and associated costs, and locations of work. Employment contracts must be signed by all responsible parties, including, but not limited to, employers, contractors and sub-contractors, recruitment agencies, and workers. Workers must be given a copy of their signed employment contract, with migrant workers receiving a copy of their signed employment contract at least five days prior to deployment. The use of supplemental agreements, amendments, or the substitution of original contracts with terms that are less favorable to workers is strictly prohibited.

The notice period for workers to terminate contracts must not exceed requirements of applicable law, or one month where no there is no legal requirement. Workers must not receive penalties for the termination of their employment contract upon giving the required notice.

Freedom of Movement & Personal Freedom

Workers must have unrestricted access to basic necessities such as clean drinking water and toilets during both work and non-work hours. Workers' freedom of movement must not be

unreasonably restricted. Workers must not be physically confined to the workplace or in premises such as, but not limited to, employer- or recruiter-operated residences; nor will any other coercive means be used to restrict workers' freedom of movement or personal freedom. Mandatory residence in employer-provided or -arranged facilities must not be made a condition of employment, unless required by law. Vessel-based workers have a right to repatriation if their employment agreement expires or is terminated. Any costs associated with repatriation is the responsibility of the vessel or facility owner, unless stipulated by applicable law.

Documentation

All workers, including migrant workers, must retain full and complete control over the original copies of all personal documents. Confiscating, destroying, withholding, or otherwise denying workers' access to their identity or immigration documents, including work permits and travel documentation (e.g. passports), is strictly prohibited. In cases where personal documents are given to boat captains for safekeeping during sea-based work, workers must receive their documents once docked, or at any time requested.

Recruitment

Hy-Vee Inc., expects costs associated with worker recruitment to be borne by the employer and not by the worker. Workers should be hired directly whenever possible. When the subcontracting of recruitment and hiring is necessary, labor agencies engaged, must operate legally, be certified or licensed by an applicable authority in country, must not charge recruitment fees, use only trained employees, and must not engage in fraudulent recruitment practices that place workers at risk for human trafficking and sexual exploitation.

Workers must be trained upon arrival regarding the company's workplace rules and procedures, the grievance process, the housing arrangements (if provided or arranged by the company), and the conditions of work, including any health and safety hazards, and the precautions needed to ensure personal safety.

Harassment & Abuse

Suppliers must treat each worker with dignity and respect. Workers must not be subject to physical, sexual, psychological or verbal harassment, or abuse. Suppliers must not use monetary fines, compulsory labor, or reductions in benefits as a disciplinary practice. Workers must also be free to voice concerns to directly to their employer or appointed third party, without fear of retaliation by management.

Nondiscrimination

Suppliers must not discriminate in employment practices. This includes recruitment, hiring, remuneration, and the promotion of qualified people of all backgrounds, regardless of sex, ethnicity or national origin, race, religion, age, marital status, pregnancy, physical or mental disability, political opinion, personal characteristics and beliefs, sexual orientation, gender identity or any basis protected by applicable laws. Suppliers must ensure migrant workers are treated no less favorably than country nationals in all aspects of employment (including but not limited to wages, benefits, trainings, eligibility for promotions, and accommodations).

Freedom of Association

Suppliers must respect workers' rights to freedom of association and collective bargaining and enable workers to exercise their rights in accordance with applicable law. Unless otherwise restricted by law, the employer must allow alternative means of independent and free association or bargaining for all workers, such as worker representatives and worker welfare committees.

Grievance Procedures

Suppliers must have established, effective grievance mechanisms and procedures to ensure that any worker, including migrant workers, acting individually or with other workers, can submit a grievance without suffering prejudice or retaliation of any kind. Workers must also be able to submit grievances anonymously. Grievance mechanisms and procedures must be available to each worker in a language that the worker understands. Suppliers must have a process in place to remediate issues if found and provide regular communication with complainants to inform them of the status of their grievance.

Hy-Vee also encourages its suppliers to incorporate other worker voice tools where possible, provided that suppliers have safeguards and procedures in place to protect workers from recrimination and remediate issues if found.

Wages & Benefits

Wages, overtime and legally mandated benefits must be paid regularly, on time, with documentation, and in accordance with applicable laws. Employers must pay at least the minimum wage, the industry wage, or the wage negotiated in a collective agreement, whichever is higher. Suppliers must not deduct, delay, or withhold wages unless authorized by applicable law and with the full consent and understanding of the worker. Workers must retain full and complete control of their wages and must not be held in debt bondage or forced to work in order to pay off a debt. Deception in wage commitments, payment, advances, and loans is prohibited. Suppliers are encouraged to pay workers a wage that meets basic needs and provides discretionary income.

Working Hours & Overtime

For sea-based work: Workers must not be required to work in excess of the number of hours permitted by applicable law and/or collective agreements, whichever provides the greater level of protection for workers.

For land-based work: Workers should be allowed one day off in seven. Regular working hours must not exceed eight hours per day and 48 hours per week. Total working hours, including overtime, should not exceed 60 hours.

Overtime: No worker must be made to work overtime under the threat of penalty, dismissal, or denunciation to authorities. Overtime work must not be used as a disciplinary measure, or for failure to meet production quotas. All overtime work must be compensated in accordance with applicable law.

Health & Safety

Suppliers must provide safe, hygienic, and healthy working and living conditions for all workers in accordance with applicable laws and prevailing industry standards. This includes standards

related to vessel safety, building structure, electrical safety, fire safety, chemical safety, sanitation, noise, lighting, ventilation, emergency preparedness, first aid, personal protective equipment, clean drinking water, food preparation hygiene, and other safety policies. Employers must conduct regular workplace health and safety risk checks to identify possible hazards and corresponding controls. Vessel captains must maintain an accurate crew register that includes accurate contact information, position held, relevant identity document number, the birthdate of each crew members (to ensure compliance with child labor regulations), and emergency contact information.

Environment

Suppliers must comply with all applicable environmental laws and regulations in their country of operation. Suppliers must have policies and procedures in place to mitigate environmental impacts, as well as safely store, prevent or mitigate releases of chemicals and hazardous materials.