

OTIS SPUNKMEYER GLOBAL SUPPLIER CODE OF BUSINESS CONDUCT January 2014

OTIS SPUNKMEYER has developed this Global Supplier Code of Business Conduct (“the Code”) to reflect our (OTIS SPUNKMEYER) commitment to conduct our business activities in full compliance with applicable laws and regulations; and to be guided by integrity and honesty in all of our business dealings. The aim of the Code is to help OTIS SPUNKMEYER maintain this commitment by setting standards to which OTIS SPUNKMEYER expects its suppliers, their employees, agents, subcontractors, and other representatives (collectively referred to as “Suppliers”), to respect and adhere to when conducting their business dealings. It is the Supplier’s responsibility to educate its employees, agents, subcontractors, and other representatives accordingly.

The Code is applicable to Suppliers of OTIS SPUNKMEYER and its majority-owned and joint-venture owned subsidiaries. The Code contains the minimum standards applicable to OTIS SPUNKMEYER Suppliers. Suppliers may have individual contracts with OTIS SPUNKMEYER that contain specific provisions and/or agreements relating to these standards. The Code is not meant to supersede such provisions and/or agreements and, to the extent there is any inconsistency between the Code and such provisions and/or agreements, the provisions and/or agreements in the separate contract shall control.

SECTION I – BUSINESS PRACTICES

OTIS SPUNKMEYER requires that Suppliers observe all applicable laws and regulations; the highest standards of business and personal ethics; and act with integrity in an open and honest manner, including:

- A. **Anti-Bribery:** Suppliers acting on behalf of OTIS SPUNKMEYER must comply with the U.S. Foreign Corrupt Practices Act and all other local laws dealing with bribery of government officials and are not permitted to engage in any corrupt practices, including bribery, kickback, corruption, extortion or embezzlement. A copy of the Act is posted on:

<http://www.justice.gov/criminal/fraud/fcpa/statutes/regulations.html>.

A corrupt practice may include, but is not restricted to, a Supplier or third party acting on behalf of the Supplier providing anything of value, directly or indirectly, to any government official, employee of a government-controlled company, or political party to influence a decision in favor of the Supplier or a customer of Supplier, or to obtain any other improper benefit or advantage. Suppliers must keep, and furnish to OTIS SPUNKMEYER, on request, a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of OTIS SPUNKMEYER or out of funds provided by OTIS SPUNKMEYER.

- B. **Trade Restrictions:** Suppliers are not required to forego trade with OTIS SPUNKMEYER’s competitors in order to merit OTIS SPUNKMEYER purchases. Suppliers are free to sell products in competition except when otherwise agreed to in writing with OTIS SPUNKMEYER and/or where the product involved is one in which OTIS SPUNKMEYER has a substantial proprietary interest because of an important contribution to the concept, design, or manufacturing process. No Supplier will be asked to buy OTIS SPUNKMEYER’s products in order to start or continue as a Supplier.

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C. Conflict of Interest: Suppliers should avoid any interaction with an OTIS SPUNKMEYER employee that may conflict with, or appear to conflict with, that employee acting in the best interests of OTIS SPUNKMEYER. While it is impossible to list every circumstance giving rise to possible conflicts, the following provides limited examples of potential conflicts of interest:

1. Interest in a business: Ownership by an OTIS SPUNKMEYER employee or by anyone in a family relationship with such OTIS SPUNKMEYER employee (spouse, parent, sibling, grandparent, child, grandchild, mother-or father-in-law, or same or opposite sex domestic partner) of a substantial financial interest (>10%) in a Supplier with which OTIS SPUNKMEYER does business or is seeking to do business.
2. Relationship with other businesses: Any relationship by the OTIS SPUNKMEYER employee or by anyone in a family relationship with such OTIS SPUNKMEYER employee with a Supplier as a director, officer, employee, agent, consultant, etc.
3. Inducement: Any attempt by the OTIS SPUNKMEYER employee or by anyone in a family relationship with such OTIS SPUNKMEYER employee to induce any purchaser, Supplier, government official, labor union representative, or others to compromise their employment or public duties by the making of any gift, payment, loan or grant of unreasonable favors.

D. Gifts, Entertainment, and Corporate Hospitality: OTIS SPUNKMEYER employees cannot accept any gift, no matter what the value, from a current vendor or a company seeking to do business with OTIS SPUNKMEYER. We believe that sound business decisions are made on the basis of value, cost, quality, and service. Such decisions are best achieved when transactions between the Company and its suppliers and customers take place in an atmosphere of impartiality, free of personal considerations. Our policy on gifts is designed to preserve and maintain OTIS SPUNKMEYER's reputation as a global enterprise, which acts with integrity and bases decisions only on legitimate business considerations. Accordingly, gifts of any value, including gifts of services, should be actively discouraged. When dining out with a supplier, the bill should be split between the two parties. Gifts, favors or entertainment are not needed to conduct business with OTIS SPUNKMEYER.

E. Communication: Suppliers may not utilize OTIS SPUNKMEYER's name, trademarks, logos, graphics or images unless expressly permitted in writing by OTIS SPUNKMEYER. Significant agreements with distributors, brokers and Suppliers should be set out in writing.

F. Confidential Information: Suppliers who have been given access to confidential information as part of the business relationship should not share this information with anyone else unless authorized to do so by OTIS SPUNKMEYER. If a Supplier believes it has given access to OTIS SPUNKMEYER's confidential information in error, the Supplier should immediately notify its contact at OTIS SPUNKMEYER and refrain from further distribution of such information. Suppliers will be asked to sign a Confidentiality and Non-Disclosure Agreement.

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G. Sustainability and Environment: Suppliers must comply with all national and local environmental laws and regulations. Suppliers are responsible for managing, measuring, and minimizing the environmental aspects of their facilities. Specific focus areas include air emissions, waste reduction, recovery and management, water use and discharge, and carbon emissions. Suppliers will work with OTIS SPUNKMEYER to ensure that raw materials sourced on behalf of OTIS SPUNKMEYER are grown, processed and shipped in a sustainable manner.

H. Product Quality and Safety: All products and services delivered by a Supplier must meet the necessary specifications and criteria outlined by OTIS SPUNKMEYER Food Safety & Quality Assurance.

D PRACTICES

We expect our suppliers to conduct their activities in a manner that respects human rights as set out in the United Nations Universal Declaration of Human Rights. In addition, suppliers will comply with the following labor practices:

- A. Applicable Local Labor Laws:** All business activities of Suppliers must comply with all national and local legal requirements along with published industry standards pertaining to employment and manufacturing in the applicable country.
- B. Freedom of Association:** Suppliers shall respect the rights of workers to associate or not to associate with any group, as permitted by and in accordance with all applicable laws and regulations.
- C. Forced Labor:** Suppliers must not use prison labor; forced labor; labor under any form of indentured servitude; physical punishment; confinement; threats of violence; or any other forms of abuse. Suppliers will ensure that their employees and workers are not subjected to psychological, verbal, sexual or physical harassment of any other form of abuse and will comply with all applicable laws on harassment and abuse of workers. Suppliers shall not retain workers' government-issued identification, passports or work permits as a condition of employment.
- D. Slavery & Human Trafficking:** The use of slavery or human trafficking (including debt bondage) by Suppliers is forbidden.
- E. Child Labor Practices:** Suppliers must comply with all applicable child labor laws and are prohibited from using workers under the legal age of employment in the relevant country or where work interferes with schooling requirements under applicable local laws and regulations. Suppliers shall not hire any worker who is less than 14 years old regardless of the legal age of employment in the relevant country,
- F. Working Hours:** Suppliers must ensure that all workers working in locations that produce items supplied to OTIS SPUNKMEYER do so in compliance with all applicable national and local laws and with published industry standards pertaining to the number of hours and days worked and overtime. All workers shall be allowed at least one day off every seven days, and any overtime worked shall be voluntary. If local law allows workers may voluntarily work overtime on rest days, provided that they are allowed at least one day off within the next seven days.
- G. Compensation:** Supplier workers must be fairly compensated and provided with wages and benefits that comply with applicable national and local laws. This includes paying of overtime, premium pay and equal pay for equal work without discrimination where applicable. There shall be no disciplinary deductions from pay.

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- H. **Non-Discrimination:** Suppliers shall not discriminate in hiring or applying employment practices on the grounds of race, color, religion, sex, age, sexual orientation, physical ability, national origin, or any other prohibited basis or personal characteristic unrelated to job performance, and will comply with all applicable employment discrimination laws.
- I. **Work Place Environment:** Suppliers must provide their workers with safe and healthy working conditions and, where provided, living conditions. This includes, at a minimum, potable drinking water, adequate and clean restrooms, adequate ventilation, fire exits, essential safety equipment, emergency first aid kit, access to emergency medical care, and appropriately lit work stations. Suppliers shall ensure that all workers receive communications and training on emergency planning and safe work practices. In addition, suppliers shall have systems to prevent, detect, and respond to potential risks to the safety, health, and security of all employees. Suppliers' facilities must be constructed and maintained in accordance with the standards set by applicable national and local laws, codes and ordinances.

SECTION III - REPORTING POTENTIAL MISCONDUCT

Suppliers who believe that an OTIS SPUNKMEYER employee, or anyone acting on behalf of OTIS SPUNKMEYER, has engaged in illegal or otherwise improper conduct with respect to their business with the Supplier should report the matter to OTIS SPUNKMEYER. Suppliers should also report any potential violation of the Code. Reports may be made at codeofconductNA@ARYZTA.com. A Supplier's relationship with OTIS SPUNKMEYER will not be affected by any honest report of potential misconduct.

SECTION IV: AUDITS

OTIS SPUNKMEYER reserves the right to verify the Suppliers compliance with the Code. If OTIS SPUNKMEYER becomes aware of any actions or conditions that are not in compliance with the Code, OTIS SPUNKMEYER reserves the right to demand corrective measures. OTIS SPUNKMEYER reserves the right to terminate an agreement with any Supplier who does not comply with the Code.

Updates of the Code will be posted on:

<https://www.otisspunkmeyer.com/>

It is the Supplier's responsibility to regularly check the site for updates to the Code. The Code will be updated, if necessary, on an annual basis. The updated Code will be available on the above site after August 1st of each year..

This document is required to be signed by an officer of your company. PLEASE CHECK BOTH BOXES AND ENTER YOUR CONTACT INFORMATION BELOW:

___ I have read and fully understand this policy and its guidelines. It is the Supplier's responsibility to regularly check the site for updates to the Code.

___ I agree to allow announced audits of this Supplier Code of Conduct at any facility that provides products or services to OTIS SPUNKMEYER. These audits may be conducted by employees of OTIS SPUNKMEYER or a 3rd Party Audit Firm. Suppliers are responsible for the cost of any audits or subsequent follow-up audits.

Signature E-mail Address

Print Name Title

Print Company Name(s) Telephone Number (*Country Code, Area Code, Number*)

FOR INTERNAL USE ONLY

*North America Latin America
Pacific Rim Europe*