



**SUPPLIER CODE  
OF CONDUCT**

**WE ARE ROOTED IN INTEGRITY**





# LETTER FROM SYSCO LEADERSHIP



Dear Business Partners,

As the world's global foodservice leader, Sysco lives at the heart of food and service and we understand that our business is built on quality relationships with our customers, communities, shareholders and, of course, our suppliers.

Our commitment to our Values of:

- Rooted in Integrity
- Committed to Inclusion
- Drive Together
- Define Excellence
- Grow Responsibly

allow us to be our customers' most valued and trusted business partner.

Fundamental to achieving this goal is to ensure all of Sysco's operations align with these core Values and our Purpose of **Connecting the World to Share Food and Care for One Another.**

Sysco's Global Supplier Code of Conduct is designed to express our Purpose, Values and associated expectations to our Suppliers, as we expect them to help us meet the highest ethical standards of business conduct and fair dealing.

We require that our Suppliers strive to achieve best practices, ensure compliance with both the intent and letter of this Supplier Code and share Sysco's commitment to delivering exceptional service with the highest degree of Integrity.

Thank you for living our values and, importantly, for your ongoing commitment.

## CONNECTING THE WORLD TO SHARE FOOD AND CARE FOR ONE ANOTHER

# TABLE OF CONTENTS

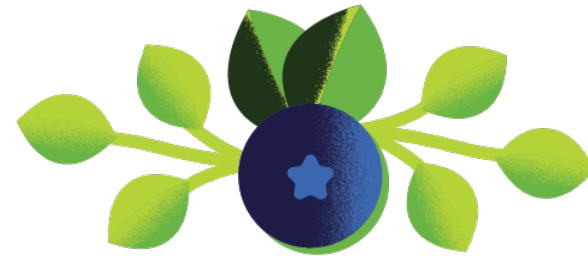
<b><u>INTRODUCTION AND SCOPE</u></b>	<b>4</b>	Wage and Benefits	10
<b><u>BUSINESS INTEGRITY</u></b>	<b>6</b>	Working Hours	10
Legal Requirements	7	No Discrimination or Harassment	11
Anti-Corruption	7	Non-Retaliation	11
Fair Competition	7	<b><u>QUALITY, HEALTH, SAFETY &amp; ENVIRONMENT</u></b>	<b>12</b>
Trade Controls	7	Food Safety & Quality	13
Conflicts of Interest	7	Health and Safety	13
Gifts, Hospitality and Entertainment	7	Sustainability & Environment	13
<b><u>LABOR AND HUMAN RIGHTS</u></b>	<b>8</b>	<b><u>MANAGEMENT PRACTICES</u></b>	<b>14</b>
Human Rights	9	Confidential Information	15
Child Labor	9	Recordkeeping	15
Freedom of Association	9	Compliance Verification	15
Forced Labor	9	<b><u>VIOLATION OF THIS SUPPLIER CODE</u></b>	<b>16</b>
Employment	9	Reporting Concerns	16
Migrant Labor	10	Compliance Verification	16
		<b><u>ADDITIONAL RESOURCES</u></b>	<b>17</b>



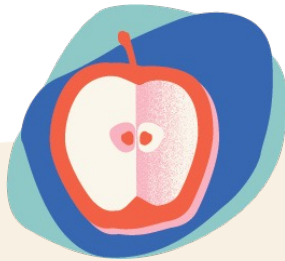


# OUR PURPOSE

At Sysco, we live our Purpose through our Mission, Identity, Values, and our Code, which brings to life the principles we stand for. Our Code defines how we do business with integrity, consistent with our commitment to demonstrating the highest ethical standards in everything we do.



**CONNECTING THE WORLD TO SHARE FOOD  
AND CARE FOR ONE ANOTHER**



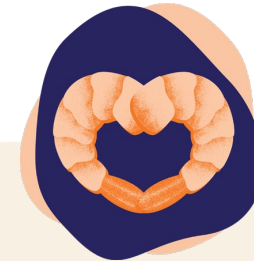
## OUR MISSION

Delivering success for our customers through industry-leading people, products and solutions.



## OUR IDENTITY

Together we define the future of foodservice and supply chain.



## OUR VALUES

Rooted in Integrity, Committed to Inclusion, Driving Forward Together, Defining Excellence and Growing Responsibly.

# INTRODUCTION AND SCOPE

## INTRODUCTION AND SCOPE

The business of Sysco Corporation and its operating subsidiaries, affiliates, and divisions (together, "Sysco") has been built upon Sysco's Values:

- Rooted in Integrity
- Committed to Inclusion
- Drive Together
- Define Excellence
- Grow Responsibly

In order to continue to be our customer's most valued and trusted business partner, we place value on supplier relationships and are continually updating our capabilities to help supplier partners be successful. Therefore, we hold our suppliers to the highest ethical standards.

Sysco places great importance on developing strong relationships with our suppliers, and the Supplier Code of Conduct (the "Supplier Code") serves as a foundation for this partnership. This document is designed to establish a mutual understanding of our expectations and Values, and to provide clear guidance on compliance with legal requirements and Company standards. By adhering to this code, our suppliers can ensure consistent compliance, enabling us to work together in a mutually beneficial and sustainable manner.

To meet this standard, Sysco requires all tiers of its suppliers, manufacturers, contractors, joint venture partners, agents, distributors, consultants and each of their subcontractors and supply chain providers that ultimately supply goods and services to Sysco ("Supplier", "Suppliers" "you" or "your") to comply with this Supplier Code. We expect Suppliers to hold their supply chain, including sub-suppliers, raw material suppliers, subcontractors and their respective facilities, to the extent those facilities supply goods and services for ultimate sale to Sysco, to the same standards contained in this Supplier Code. This responsibility also extends to all your workers, including those of your subcontractors ("worker", "workers"). To this

effect Suppliers should conduct human rights due diligence in relation to all business activities and business actors herefore mentioned and in compliance with the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises.

It is the Supplier's responsibility to ensure compliance with both the intent and letter of this Supplier Code throughout its supply chain and subcontractors. This may be achieved through dissemination, education, and verification, by adopting efficient management systems, policies, procedures and training to uphold the standards and expectations set forth in this Supplier Code within their own business operations.

This Supplier Code is not exhaustive; Suppliers are required to use their own discretion to ensure compliance with unaddressed topics. Additionally, we expect our suppliers to adhere to the same high standards of conduct that we hold ourselves to, as set out in [Sysco's Global Code of Conduct](#).

The provisions of this Supplier Code are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Sysco or any of its affiliates.<sup>2,3</sup> Additionally, this Supplier Code does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective workers or any other party.

- 1 Whereas the term 'employee' relates to any person who produces goods or provides services for pay or profit, the term 'worker' encompasses persons who produce goods or provide services for use by others or for their own use.
- 2 This Code applies to all Suppliers and is considered a minimum basis for operational conduct. Should a specific Supplier contract contain more stringent provisions or requirements, that direct contract will supersede in the event of inconsistency with this Code.
- 3 Acknowledgement and agreement to the tenets of this Code are required in every Sysco contract. In the absence of a direct contract, acceptance of a Purchase Order and its associated standard Terms & Conditions, commits the Supplier and all of its operations to adherence of this Code.



# BUSINESS INTEGRITY

## TABLE OF CONTENTS

LEGAL REQUIREMENTS .....	7
ANTI-CORRUPTION .....	7
FAIR COMPETITION .....	7
TRADE CONTROLS .....	7
CONFLICTS OF INTEREST .....	7
GIFTS, HOSPITALITY AND ENTERTAINMENT.....	7



## LEGAL REQUIREMENTS

Suppliers must comply with all applicable national, state, regional, and local laws and regulations in the countries in which you operate. This Supplier Code applies to activities in the locations where Suppliers' goods are produced, where any related services are performed, and where the goods enter the supply chain. Where laws and regulations conflict with this Supplier Code the standard offering greater protection to workers will prevail.

## ANTI-CORRUPTION

Sysco is committed to adhering to all anti-corruption and anti-money laundering laws of the countries where we operate. Suppliers must not, directly or indirectly, in particular through others, offer, promise, give or accept anything of value (including travel, gifts, hospitality expenses, or charitable donations) to gain an improper business advantage. You must never engage in fraud, bribery, facilitation payments, kickbacks, money laundering, embezzlement, extortion, or any other form of corruption, whether dealing with public officials or individuals in the private sector. Suppliers must comply with applicable anticorruption laws including the [U.S. Foreign Corrupt Practices Act](#), and any additional applicable country-specific regulatory requirements.<sup>4</sup> Accordingly, you must also comply in all respects with Sysco's Anti-Corruption Policy and shall not take any actions to violate or cause business partners to violate any applicable anti-bribery or anti-corruption laws.

## FAIR COMPETITION

Suppliers must not engage in illegal cooperation with competitors including bid rigging, price fixing, market allocations, or any other prohibited conduct that limits free and fair competition, in compliance with all relevant antitrust and fair competition laws and regulations. Additionally, in compliance with such laws, all information about Sysco's competitors is obtained legitimately and will only be used for legitimate purposes. No attempt will be made to divulge to Sysco any information about its competitors that is confidential to them

and not in the public domain.

## TRADE CONTROLS

Suppliers shall comply with all treaties and international standards and regulations such as those related to international trade controls, including U.S. sanctions, U.S. antiboycott laws, export controls, import laws, and all associated reporting obligations and applicable regulatory requirements in their countries of operations.

## CONFLICTS OF INTEREST

Suppliers must disclose to Sysco any actual or potential conflicts of interests arising from business or personal relationships with Sysco's customers, Suppliers, business associates, workers, or competitors to allow Sysco the opportunity to take appropriate action.

## GIFTS, HOSPITALITY AND ENTERTAINMENT

Suppliers must not offer or provide any gifts, hospitality or entertainment to any individual to: (a) grant or receive a favor in return, (b) in an attempt to influence business decisions, or (c) to gain an improper business advantage in any aspect of an existing or prospective business opportunity. Any business entertaining or hospitality with Sysco must be kept reasonable in nature, entirely for the purpose of maintaining good business relations, and not be intended to influence in any way Sysco's decisions about awarding business. For more information, refer to [Sysco's Global Code of Conduct](#).

<sup>4</sup> These include, for example, the UK Bribery Act, France's Sapin II Law, Canada's Corruption of Foreign Public Officials Act (CFPOA), and others.



# INTRODUCTION AND SCOPE



## TABLE OF CONTENTS

HUMAN RIGHTS.....	9
CHILD LABOR.....	9
FREEDOM ASSOCIATION.....	9
FORCED LABOR .....	9
EMPLOYMENT.....	9
MIGRANT LABOR.....	10
WAGES AND BENEFITS.....	10
WORKING HOURS.....	10
NO DISCRIMINATION OR HARASSMENT.....	11
NON-RETALIATION.....	11



## HUMAN RIGHTS

Suppliers must respect their workers' human rights within the context of the Supplier's business operations, as encompassed in the International Bill of Human Rights<sup>5</sup> and the International Labor Organization's (ILO) Core Conventions. Special attention to ensuring these rights are upheld should be given to those who are at heightened risk for vulnerability or marginalization such as women, young people, indigenous people, minorities, people with disabilities, and migrant or foreign workers.

## CHILD LABOR

Suppliers must ensure that they do not employ child labor in any of their operations. Suppliers must not employ anyone under the age of 15, or under the age for completing compulsory education, or under the minimum age set by national or local law, whichever is higher. The only permissible exceptions are workforce participation programs that align with International Labor Organization (ILO) Convention 138 on minimum age and Convention 182 on eliminating the worst forms of child labor, or conform to a higher minimum age, as established by local law.

In addition, any employment of workers under the age of 18 must not interfere with schooling or vocational education. In no instance shall you permit juvenile workers (defined as those under 18 years of age) to perform night work or hazardous work that exposes them to undue risks that can harm their physical, mental, or emotional development or improperly interfere with their education or vocational needs.

## FREEDOM OF ASSOCIATION

Suppliers must respect workers' rights to freely associate, organize, and bargain collectively, and worker representatives shall be allowed to engage in representative functions without interference, as permitted by and in accordance with all applicable laws and regulations. Workers, or their representatives, shall be allowed to openly communicate with management regarding working conditions or management practices without fear of discrimination, reprisal, retaliation, intimidation, or harassment.

## FORCED LABOR

Suppliers shall not use, or facilitate the use of, forced labor in any of its manifestations including involuntary, compulsory, indentured, bonded, slave, or human-trafficked labor. You must ensure workers are not coerced to work through the use of violence or intimidation or through means such as manipulations, debt, retention of identity papers, or threats of denunciation to immigration authorities. Employment contracts must clearly state the terms of employment and worker movement must not be restricted. In addition, workers must not be required to pay recruitment and/or hiring-related fees to employers, agents or labor brokers<sup>6</sup> outside legally allowed fees. Suppliers are encouraged to strive to eliminate all recruitment and/or hiring-related fees, including legally allowed fees.

## EMPLOYMENT

All workers must be in a legal employment relationship and, when required by law, receive a written agreement outlining the terms of work. If a written agreement is required, suppliers must ensure that workers fully understand it prior to commencing work.

Suppliers must not use illegal employment agreements, or agreements/engagements with the aim to avoid payment of legally required employment benefits to workers.

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5 The International Bill of Human Rights includes the UN Declaration of Human Rights, 1948, the International Covenant on Civil and Political Rights, 1966 and the International Covenant on Economic, Social and Cultural Rights, 1966.

6 According to the International Labor Organization (ILO), a labor broker or labor broker is a "person, company or organization that acts as an intermediary between employers and workers, recruiting and placing workers into employment, often across international borders."



## MIGRANT LABOR

Suppliers must ensure that all workers, including migrant workers<sup>7</sup>, are treated fairly and with respect. You must ensure working conditions for migrant workers adhere to all labor and immigration laws of the host country and are comparable to those of other workers performing substantially similar tasks, including being paid a fair wage in compliance with local laws and having the basic terms of the employment provided in a language they understand. Additionally, suppliers must ensure that migrant workers are not subjected to confiscation of their official identity documents, including passports, work permits, or birth certificates.

## WAGES AND BENEFITS

Suppliers must provide fair compensation that is, at a minimum, in compliance with all applicable wage and hour laws, rules, and regulations, including those associated with legally mandated benefits, overtime work, and other premium payment situations or as established by prevailing industry or collective bargaining agreements. Suppliers shall provide workers with timely payment and include transparent wage statements that can be used to verify compensation, as required by law. Any deductions must comply with local law and there shall be no disciplinary deductions from pay.

## WORKING HOURS

Suppliers must ensure that all working hours, both regular and overtime, as well as rest periods, comply with legal requirements. Additionally, overtime work by workers will be compensated and managed, as required by local law.

<sup>7</sup> A 'migrant worker' is considered a person who moves to a different country or region for the purposes of employment, generally as an unskilled laborer. Migrant workers may not intend to stay in the new location permanently and the term implies a level of economic insecurity and/or lack of economic power in relation to their employer.



## NO DISCRIMINATION OR HARASSMENT

Suppliers must not discriminate in hiring, promotion, compensation, training, termination and retirement on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, family or marital status, and genetic information (including family medical history). All workers must receive equal remuneration for work of equal value.

Additionally, Suppliers must treat all workers with respect and dignity and ensure a work environment free from bullying, intimidation, coercion, corporal punishment, or harassment in any form, including physical, psychological, sexual, or verbal.

## NON-RETALIATION

Workers of Suppliers must have the opportunity to speak with their leadership without fear or concern of retaliation when asking questions or raising concerns. It is expected that Suppliers have a non-retaliation policy which prohibits unlawful retaliation against workers who, in good faith, report a compliance or ethical issue, or who cooperate in good faith with the investigation of a complaint. Suppliers must have a grievance mechanism in place as outlined in the section on "Reporting Concerns".



# QUALITY, HEALTH, SAFETY & ENVIRONMENT



## TABLE OF CONTENTS

FOOD SAFETY & QUALITY.....	13
HEALTH AND SAFETY.....	13
SUSTAINABILITY & ENVIRONMENT.....	13



## FOOD SAFETY & QUALITY

All suppliers are required to meet or exceed, and demonstrate compliance to, the extensive food safety and quality assurance standards required by applicable law and/or Sysco. Additionally, Sysco brand suppliers, and their business partners responsible for producing Sysco branded products, are required to meet or exceed, and demonstrate compliance to, the various Sysco Brand standards and requirements.

## HEALTH AND SAFETY

Suppliers must provide workers with a safe, clean and healthy work environment in strict compliance with, or to exceed, all applicable health and safety laws, regulations, and standards, including providing any legally required health and safety equipment (PPE-personal protective equipment). This extends to housing, which must be sanitary and safe, when it is provided by you. You are also responsible for integrating comprehensive health and safety management practices and job-specific safety training into your business to protect workers from workplace accidents, workplace hazards, illnesses, and injuries. Workers will have the right to refuse and report unsafe or unhealthy working conditions.

## SUSTAINABILITY & ENVIRONMENT

Suppliers must act in an environmentally responsible manner and comply with all applicable national and local environment laws and regulations. You are expected to operate facilities in a manner that appropriately monitors and/or reduces air emissions, water discharges (including wastewater and solid waste emissions), toxic substances and hazardous waste disposal. Sysco expects your support of the Company's long-term Sustainability commitments including minimizing our environmental impact, driving operating efficiencies and benefiting the communities we serve. Refer to Sysco's Sustainability Report for more information.



# MANAGEMENT PRACTICES

## TABLE OF CONTENTS

CONFIDENTIAL INFORMATION.....	15
RECORDKEEPING.....	15
COMPLIANCE VERIFICATION.....	15





## CONFIDENTIAL INFORMATION

Suppliers must protect Sysco's Company private and confidential information in their possession, use it only per Sysco's instructions, and safeguard it from unapproved or unintended disclosure. Suppliers must also comply with Sysco's Global Data Privacy Notice. This includes, but is not limited to, supply agreements and arrangements, pricing, financials, marketing allowances, product specifications (including all SYSCO® Brand product specifications), customer data and any other information about Sysco not otherwise known in the public domain. Suppliers should not share confidential and proprietary information with other parties without prior written consent. This obligation continues after our business relationship ends.

## RECORDKEEPING

Suppliers must maintain accurate and complete records related to their employment practices and financial activities in accordance with applicable regulations, laws, and generally accepted accounting principles. This requirement includes data and documentation related to all payments made to government officials or entities, product traceability, food safety, worker safety, and any additional requirements, documents, and records required by law, or requested by Sysco. Records should be kept in a format that is easily accessible and understandable and should be retained following local regulatory requirements. These records should be made available to Sysco or its designee(s) upon request for inspection.

## COMPLIANCE VERIFICATION

Suppliers should review both their operations and the operations of their partners, subcontractors, and suppliers, including raw material suppliers, to the extent they supply goods for ultimate sale to Sysco, to verify compliance with this Supplier Code.

Sysco reserves the right to verify compliance with this Supplier Code through internal and external assessment mechanisms such as: self-assessment questionnaires, facility inspections (announced or unannounced), confidential worker interviews, review of Supplier records and business practices, etc. Such audits will be conducted by Sysco or an approved third party and may include inspection of Suppliers' facilities, operations, books and records, and Supplier-provided housing. You must allow Sysco (and its representatives and agents) access to each of your facilities and to all relevant records in order to monitor compliance with this Code. Where required, you must facilitate access for Sysco (and its representatives and agents) to access your suppliers' facilities and to all relevant records in order to monitor compliance with this Code.

# VIOLATION OF THIS SUPPLIER CODE

## REPORTING CONCERNS

Suppliers are responsible for prompt reporting of actual or suspected violations of law or this Supplier Code including regulatory compliance failures or other events that may put Sysco or our customers at risk or cause damage to our reputation. You are expected to have an effective grievance management system in place for grievances raised by workers within their operations or by third parties, in order to elevate potential violations to management in line with the UN Guiding Principles.

Violations or suspected violations by any worker or agent acting on behalf of either the Supplier or Sysco may also be reported to a Sysco representative or through Sysco's Ethics Line, a third-party monitored, independent service available 24/7 in multiple languages via:

- Phone: Sysco's Ethics Line 1.877.777.4020
- Web: [ethicsline.sysco.com](https://ethicsline.sysco.com)

The Ethics Line is also open to workers at Sysco suppliers to report any violations of this Supplier Code of Conduct and all reporting will be treated confidentially.

Sysco will maintain confidentiality to the extent permitted by law and will not tolerate any retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of this Supplier Code.

## VIOLATION OF THIS SUPPLIER CODE

If instances of noncompliance are identified, you will be required to develop and implement corrective actions. If you are unable or unwilling to make measurable improvements, appropriate follow-up actions will be determined. Such actions may include temporary suspension of business or, if warranted, termination of the business relationship in addition to any other rights or remedies available to Sysco.



**ETHICS LINE**  
877.777.4020\*



**ETHICS LINE ONLINE**  
[ethicsline.sysco.com](https://ethicsline.sysco.com)

\* For international numbers, please [click here](#) and select your location from the list.

# ADDITIONAL RESOURCES



TO LEARN MORE, CLICK ON THE RESOURCES BELOW

[Canada's Corruption of Foreign Public Officials Act \(CFPOA\)](#)

[International Labour Organization's Core Labour Standards](#)

[ILO Convention 138](#)

[ILO Convention 182](#)

[The French Anti-Corruption Agency Guidelines](#)

[United Nations International Bill of Human Rights](#)

[Universal Declaration of Human Rights \("UDHR"\)](#)

[U.S. Foreign Corrupt Practices Act](#)

[UK Bribery Act](#)

[Sysco's Global Code of Conduct](#)

[Sysco's Sustainability Report](#)

**Sysco**<sup>®</sup>  
At the heart of  
food and service

