

## Preamble

We are driven by our Vision, our Purpose and our K Values. Our Vision is **to enrich and delight the world through foods and brands that matter**. Our Purpose is **nourishing families so they can flourish and thrive**. Our K Values, namely *integrity, accountability, passion, humility, simplicity and results*, are based on the legacy of integrity established by our founder, W. K. Kellogg. Our Vision and Purpose ensure we focus on our consumers and customers and our K Values ensure our actions are legal, ethical and responsible.

We partner with suppliers, manufacturers, contractors, joint venture partners, agents, distributors and consultants (each a “Supplier” and collectively “Suppliers”) that support our Vision and Purpose and that demonstrate our values. This Global Supplier Code of Ethics (“Supplier Code”) reflects the standards and business practices we expect from all of our Suppliers. It is our Supplier’s responsibility to ensure that the individual(s) accountable for the Supplier’s compliance with this Supplier Code is familiar with and ensures compliance with the spirit and letter of this Supplier Code among their Employees (this term includes permanent and temporary laborers and migrant workers), agents, subcontractors and supply chain.

We reserve the right to terminate any agreement or business relationship in which a Supplier does not comply with this Supplier Code.

## Business Integrity

### **Legal Compliance**

Suppliers must comply with all applicable laws and regulations, including treaties and international standards including the United Nations Compact’s Ten Principles.

### **Anti-Corruption**

Suppliers must not, directly or through others, offer, promise, give or accept any form of payment or incentive to gain an improper business advantage. Suppliers must not engage in fraud, bribery (including facilitation payments), kickbacks, money laundering, embezzlement, extortion or any other form of corruption.

### **Conflicts of Interest**

Suppliers must disclose any personal relationships held between their Employees and our employees or elected officials in jurisdictions in which we operate (including familial, romantic, close personal friendship).

### **Business Gifts**

Suppliers may offer our employees modest refreshments, business meals and entertainment as well as business gifts of a nominal value, such as company logoed ball caps, pens and pads of paper. Such offers must be infrequent and must not have an appearance of impropriety. Cash or cash equivalents like gift cards, gift certificates, and stocks are never appropriate. We expect our employees to follow similar guidance.

**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.

**Confidential Information**

Suppliers must secure our company private and confidential information in their possession, use it per our instructions and safeguard it from unapproved or unintended disclosure. This obligation continues after our business relationship ends.

**Quality, Health & Safety****Product Safety**

Suppliers must provide Kellogg with high-quality products, ingredients and services that meet all applicable quality and food safety standards. Suppliers must demonstrate that they have robust food-safety and quality-management systems, following Hazard Assessment and Critical Control Points (HACCP) principles. Suppliers must immediately report to Kellogg any concerns about product safety.

**Work Environment**

Suppliers must provide their Employees with safe working conditions including potable drinking water, adequate sanitation, safety equipment essential for their duties, suitable facilities for women's health needs, protection from exposure to toxic or harmful chemicals (both use and storage), structurally sound facilities with safe and unrestricted ingress and egress, etc. Suppliers should document, investigate and report to the appropriate authorities any incidents which result in injury to an Employee beyond first aid. When living conditions are provided, they must be clean, safe, adequate, unrestricted and promote basic human dignity.

**Labor Standards****Human Rights**

Suppliers must respect their Employees by ensuring them, within the context of the Supplier's business operations, a right to life, personal liberty and personal security as discussed in the United Nations Declaration of Human Rights.

**No Involuntary Labor**

Suppliers must not use or facilitate any type of involuntary labor, including forced, indentured, bonded, slave or human trafficked labor. Suppliers may use Employees in an official government prison rehabilitation program.

**Child Labor**

Suppliers may only utilize child labor that is permitted by International Labour Organization guidelines. Hazardous work may not be done by anyone below the age of 18 and such individuals must provide documented informed consent.

<b>Fair Wage and Working Time</b>	Suppliers must provide fair compensation in compliance with all applicable wage and hour laws, rules and regulations. Suppliers must provide for reasonable working hours, including maximum work hours, overtime, vacation time, leave periods, and public holidays.
<b>No Harassment</b>	Suppliers must treat all Employees, including women, with respect and dignity. Suppliers must ensure a work environment free from bullying, intimidation, coercion, corporal punishment or harassment in any form including physical, psychological, sexual or verbal.
<b>No Discrimination</b>	Suppliers must make employment decisions including hiring, payment, benefits, advancement, termination and retirement based on ability, qualifications and achievements and not on any personal characteristics. Suppliers must demonstrate that women and men with similar ability, qualifications and achievements are afforded similar work opportunities, wages, benefits, contract terms, and facilities.
<b>Right to Organize</b>	Suppliers must respect the rights of their Employees to freely associate, organize and bargain collectively, where allowed by law.
<b>Work Documentation</b>	Suppliers must only employ Employees with the legal authorization to work. Authorization must be validated by the appropriate legal documentation. Suppliers must not confiscate or in any way withhold the legal documentation of their Employees.

## **Sustainability / Land Use**

<b>Environment</b>	Suppliers must comply with all applicable environmental laws, regulations and operating permits. We expect Suppliers to support our Corporate Responsibility commitments by implementing operating practices, farming practices and agricultural production systems that are sustainable. Suppliers must strive to reduce or optimize their use of energy, water, and agricultural inputs, reduce greenhouse gas emissions, minimize water pollution and waste including food waste and landfill usage.
<b>Initiatives</b>	Suppliers should, and in some categories must, be members of relevant multi-stakeholder initiatives such as RSPO (palm oil), BonSucro (sugar), RTRS (soy), WCF (cocoa), Field to Market (U.S. commodity row crops) and others as appropriate or as identified by Kellogg.
<b>Land Rights</b>	Suppliers must respect the land rights of women and communities affected by their operations and sourcing practices, and must ensure transparent reporting and disclosure of concession agreements and/or operating permits to affected communities. Suppliers must ensure fair negotiation on land transfers and must refrain from cooperating with any

host government's illegitimate use of eminent domain to acquire land that will be used to provide products and services to Kellogg, adhering to the principle of Free, Prior and Informed Consent. Suppliers must identify small-scale producers to ensure they have access to fair market value for their crops, goods or services.

## Management Practices

<b>Systematic Approach</b>	To ensure compliance with the law and the standards in this Supplier Code, we expect Suppliers to maintain a culture of integrity and compliance and to provide sufficient oversight which includes having an individual(s) with sufficient authority ensure compliance, maintaining and communicating clear and accessible standards, providing means for confidential misconduct reporting and a suitable grievance mechanism, addressing issues appropriately and documenting corrective actions.
<b>Supplier Diversity</b>	We expect Suppliers to use diverse companies throughout their supply chain and give additional consideration to disenfranchised groups.
<b>Record Keeping</b>	Suppliers must maintain all financial books, records and accounts 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, Employee safety, and any additional requirements, documents and records required by law, or requested by Kellogg.
<b>Compliance Verification</b>	We expect Suppliers to review their operations and the operations of their supply chain that provides goods and services to Kellogg and verify compliance with this Supplier Code. Suppliers will cooperate with, and allow, Kellogg or our authorized third party to conduct audits (including social accountability audits) to verify compliance.
<b>Reporting Concerns</b>	Any Supplier who has a product safety concern or who believes that an employee of Kellogg, or anyone acting on our behalf, has engaged in illegal, unethical or otherwise improper conduct, must immediately report the matter to our Office of Ethics and Compliance at <a href="https://www.tnwgrc.com/Kellogg/">https://www.tnwgrc.com/Kellogg/</a>