

WK Kellogg Co Supplier Code of Conduct

At WK Kellogg Co (“WKKC”), we exist to create joy and connection to inspire great days! We bring our best to everyone, every day, through our trusted foods and brands.

At WKKC, we have an unwavering commitment to our Purpose, What We Do, our Beliefs and Behaviors and our Founders Values. W.K. Kellogg built his company on these foundations, which he demonstrated in his treatment of employees, service to his community, and conduct of business. Using Our Purpose and What We Do as guideposts, each action we take keeps our focus on our consumers and customers, while our Beliefs and Behaviors ensure we act legally, ethically, and responsibly in all operations.

We value the opportunity to positively impact the communities we serve and live in, including those of our suppliers, consumers, and all those involved in and affected by our operations, through responsible stewardship of the WKKC business. To help protect that community of stakeholders, we hold the same expectations for our valued supply chain partners and their operations as we have for ourselves.

This Supplier Code of Conduct (“Code”) outlines the standards and business practices to which we require our direct and extended Suppliers to adhere in the course of their dealings and conduct with WKKC, its employees and on its premises. The scope of this requirement includes all tiers of suppliers, manufacturers, contractors, joint venture partners, agents, distributors, and consultants (each a “Supplier” and collectively “Suppliers”). It also extends to parent, subsidiary, agents, subcontractors, and affiliate entities and applies to all workers, including permanent, temporary, contract, foreign, or migrant workers (each an “Worker” and collectively “Workers”). It is the Supplier’s responsibility to ensure compliance with both the intent and letter of this Code among all Workers and throughout its supply chain, including all sub-tier suppliers/individuals, through dissemination, education, and verification.

WKKC reserves the right to verify compliance with this Code through internal or external assessment mechanisms such as, but not limited to, self-assessment questionnaires, independent assessments, surveys, and audits. We reserve the right to terminate any agreement or business relationship in which a Supplier does not comply with this Code.^{1, 2}

Reporting Concerns

Reporting	Suppliers must promptly report to WKKC any conduct that Supplier believes in good faith to be an actual, apparent, or potential violation of this Code, related policies or the law. Reports will be handled as confidentially as practicable. To report an incident. Contact the WKKC Ethics and Compliance HelpLine at nacc.ethicspoint.com , for a list of local toll free numbers or to file a report online.
Retaliation	Suppliers shall not engage in any form of retaliation including threats, intimidation, physical, or legal attacks against environmental and human rights defenders (EHRDs), or those exercising their rights to freedom of expression, association, peaceful assembly, or protest against the business or its operations.

Business Integrity

Legal Compliance	Suppliers must comply with all applicable laws and regulations within the countries that the Supplier operates. For Service Providers, the location of service delivery shall take precedence. Suppliers must also comply with all treaties and international standards and regulations such as those related to international trade (including sanctions, export controls, and reporting obligations) data protection and data transfer rules, and antitrust competition laws.
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. Suppliers must, as applicable, comply with the U.S. Foreign Corrupt Practices Act , and the UK Bribery Act and shall not take any actions to violate, or cause business partners to violate, any applicable anti-bribery or anti-corruption laws.
Conflicts of Interest	Suppliers must disclose any situation that may appear as a conflict of interest, including economic ties or personal relationships including familial or romantic held between their Workers, WKKC employees or representatives, or elected officials in jurisdictions in which we operate.
Business Gifts	Suppliers must use good judgment with exchanging business courtesies. The nature of the gifts or entertainment must not, by their quality, quantity or timing,

be used by Suppliers to gain or attempt to gain improper advantage or preferential treatment. Suppliers must maintain appropriate records of exchanges of gifts and entertainment with WKKC employees. Suppliers may not provide any gifts, travel or entertainment of any value to any third party, directly or indirectly on behalf of WKKC or one of its employees and must not make any type of political contribution or charitable donations on behalf of WKKC or our employees. Generally acceptable gifts, favors and entertainment are not requested or solicited, nominal in value, modest, infrequently given or received, properly recorded and not likely to influence a business decision inappropriately or creating an obligation on the recipient. 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 only per our instructions, and safeguard it from unapproved or unintended disclosure. Suppliers and Workers are prohibited from taking photos or video while on WKKC premises without preapproval. This obligation continues after our business relationship ends.

Quality, Health & Safety

Product Quality & Safety	Suppliers must provide WKKC 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 the Hazard Assessment and Critical Control Points (HACCP) Principles . Suppliers must immediately report to WKKC any concerns about product safety.
Work Environment	Suppliers must provide their Workers safe and healthy working conditions, including potable drinking water, adequate sanitation, lighting, temperature, ventilation, and suitable facilities for women's health needs. Facilities should be structurally sound and well maintained in accordance with all applicable laws and regulations.
Occupational Safety	Suppliers must provide adequate and appropriate training and protection for its Workers from potential safety hazards, including, but not limited to, those associated

with electrical, structural integrity, machinery, chemicals, toxins, vehicular, fall hazards, and facility layout. Workers must be provided with appropriate and well-maintained personal protective equipment (PPE). PPE is to be provided by the Supplier at no cost to the Worker. Suppliers must ensure that educational and training materials associated with safety and potential hazards are disseminated to all Workers, as appropriate for their roles, and in their primary language. Health & Safety related protocols should be clearly displayed within the facility or on site of operations. Suppliers should document, investigate, and report to the appropriate authorities any incidents that result in injury to a Worker requiring care beyond basic first aid.

Housing

When living accommodations are provided for Workers, either by the Supplier, a Labour Agent/Agency, or other affiliate, the facilities must be clean, safe, and structurally maintained in accordance with all applicable laws and regulations. Facilities should promote basic human dignity through access to potable water, sanitary food preparation areas, reasonable personal space, adequate heat and ventilation, clean and well-maintained bathrooms, and showers. All facilities must have clear and unrestricted exits for the event of a potential emergency situation.

Emergency Preparedness

Suppliers must identify and assess potential emergency situations and develop response procedures accordingly for all facilities and areas of operation. These must include emergency reporting, Worker notification and evacuation procedures, appropriate first-aid supplies, fire detection and suppression equipment, and clear and unrestricted exits. Regular training and drills should be conducted to ensure Workers could execute response procedures in the event of an emergency. Emergency exit routes should be clearly posted, preferably using infographics.

Labor Standards

Human Rights

Suppliers must respect their Workers by ensuring them, within the context of the Supplier's business operations, a right to life, personal liberty, and personal security. Suppliers must comply with all applicable laws and regulations, including treaties and international standards such as the [UN Global Compact's Ten Principles](#), [UN Guiding Principles](#), [Universal Declaration of Human Rights](#), [International Bill of Human Rights](#), [OECD Guidelines for Multinational Enterprises](#), and the [ILO's Fundamental Principles and Rights at Work](#). 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 peoples, ethnic/racial minorities, people with disabilities, and migrant or foreign workers.

No Forced Labor

WKKC has a zero-tolerance stance prohibiting human trafficking-related activities. In accordance with the ILO definition of [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. Workers shall not be coerced to work through the use of violence or intimidation or through means such as manipulated debt, retention of identity papers, or threats of denunciation to immigration authorities. Suppliers may use Workers in an official and voluntary government prison rehabilitation programs and must ensure workers are subject to the same terms, conditions, and wage rates as other Workers.

Recruitment Fees

Suppliers must follow the “[Employer Pays Principle](#)” and adhere to the tenet of the [Priority Industry Principles](#) that “No worker should pay for a job”. Workers shall not pay any fees or costs to the Supplier, Labour Agent/Agency, or any other third party associated with recruitment. Examples of fees and costs include, but are not limited to, legal fees, travel, lodging, passport and visa processing, medical exams, in-country support services, personal protective equipment, and training.³

Freedom of Movement

Suppliers shall not restrict Workers’ freedom of movement through confining, imprisoning, or detainment during or outside of work hours at any location, including worksites or Worker residences in accordance with the [Priority Industry Principles](#)’ tenet that “Every worker should have freedom of movement”. Suppliers shall not withhold, or keep in their possession, any Worker documents, or items, including passports, identity papers, jewelry, ATM cards, or land deeds. All efforts should be made to provide Workers with safe and secure locations to keep such items, which they may access at any time without notification to, or intrusion from, any other individuals.

Coercion

Suppliers, Labor Agents/Agencies, or other affiliates, shall not use any means of coercion such as intimidation, threats, or harassment, directly or indirectly, to pressure Workers into accepting or staying in a job. All Workers are

to freely choose their employment and must be aware of all terms and conditions associated with their employment status, job functions, compensation, and process for termination of employment by either the Supplier or Worker. The Supplier, Agent/Agency, or other affiliate, must provide this information to the Worker in their primary language and all contractual elements are to be agreed upon before the commencement of employment activities. Records of all Worker contracts and agreements should be kept and be available for review or verification purposes by WKKC or an appointed third party. The Supplier must act in accordance with the [Priority Industry Principles](#)' tenet that "No worker should be indebted or coerced to work"³

Child Labor

Suppliers shall not employ anyone under the age of 15, under the minimum age of work, or under the minimum age for completing mandatory schooling as specified by local law. Suppliers must follow the oldest minimum age in instances where there is a contradiction. Suppliers must comply with [ILO Convention 138](#) on the Minimum Age for Admission to Employment and Work, and [Convention 182](#) on the Elimination of the Worst Forms of Child Labour. Exceptions are subject to those allowed under national law and outlined by the [ILO](#). Per the ILO, any work that is likely to jeopardize children's safety or physical, mental, or moral health should not be done by anyone under the age of 18.

Working Hours

Suppliers must comply with all applicable laws and regulations, or collective agreements, regarding maximum working hours, overtime, vacation time, leave periods, maternity/paternity leave, and public holidays. All overtime hours are to be voluntary and compensated at a premium rate. Working hours are not to be excessive, such that the health or safety of the Workers are negatively impacted. Appropriate rest time, mealtime, and days off are to be provided to ensure a safe working environment and in accordance with all local laws or collective agreements.

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. Wages should be applied at a rate that is comparable with relevant standard industry living wage compensation. Suppliers must provide Workers with timely payment and include transparent wage statements that can be used to verify compensation.

Deductions from wages for disciplinary measures are prohibited. No deductions will be made from Worker wages other than those required by law. Loan repayments from Workers to Suppliers, Labour Agents/Agencies, or other affiliates, shall not include excessive interest rates or be done in a manner that creates a situation of indebtedness or indentured labor as defined by the Consumer Goods Forum.⁴

No Harassment

Suppliers must treat all Workers 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. Special attention should be given to those who are at heightened risk for vulnerability or marginalization due to age, color, race, ethnicity, disability, family or marital status, gender identity, gender expression, nationality, religion, sex, or sexual orientation.

No Discrimination

Suppliers must act in accordance with [ILO Convention No. 111](#) on Discrimination (Employment and Occupation) and make employment decisions including hiring, payment, benefits, advancement, termination, and retirement based on ability, qualifications, and achievements in a way that does not differentiate illegally based on age, color, race, ethnicity, disability, family or marital status, gender identity, gender expression, nationality, religion, sex, sexual orientation, temporary, contracted, or permanent employment, or other status. Suppliers must demonstrate workers with similar ability, qualifications, and achievements are afforded similar work opportunities, wages, benefits, contract terms, and facilities.

Right to Organize

Suppliers must respect the rights of their Employees to freely associate, organize, and bargain collectively, where allowed by law. Workers, or their representatives, must be allowed to openly communicate with management regarding working conditions or management practices without fear of discrimination, reprisal, retaliation, intimidation, or harassment.

Work Documentation

Suppliers must only employ Workers with legal authorization to work in accordance with all local laws and regulations. Authorization must be validated through appropriate legal documentation. Suppliers shall not confiscate, or in any way withhold, legal documentation of Workers.

Ethical Employment

Suppliers shall not endeavor to avoid obligations of labor or social security laws or regulations through the use of labor-only contracting, sub-contracting, home-working arrangements, apprenticeship schemes, or the excessive use of fixed-term contracts. All third-party employment arrangements must comply with [ILO Convention No. 181](#) on Private Employment Agencies.

Appropriate and reasonable background screenings, including investigations for prior criminal activity, must be done by the Supplier to ensure the integrity and good character of the Supplier and workers.

Sustainability / Land Use

Environment

Suppliers must comply with all applicable environmental laws, regulations, and operating permits, maintaining legal compliance at all times. Suppliers must support WKKC Corporate Responsibility commitments through continuous improvement and performance measurements of environmental and social indicators within its own operations and throughout their supply chain. Activities may include but are not limited to; implementing best practices or sustainability initiatives related to manufacturing operations, agricultural practices, or production systems, participation in capability building partnerships, or providing additional data and information. Suppliers must strive to reduce and/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. Suppliers must report progress on key performance indicators at least once a year, or as requested by WKKC.

Deforestation

Suppliers must support WKKC requests for collaboration, information, or action regarding deforestation related issues, including, but not limited to, traceability, transparency, and capability building activities in support of industry commitments working toward eliminating deforestation within supply chains. Suppliers must adopt and implement their own commitments and policies for no deforestation and ecosystem conversion,⁵ and monitor and remediate adverse environmental and/or societal impacts of deforestation as a result of sourcing activities throughout their supply chain. Suppliers must work with their supply chains to halt any and all new development of [High Conservation Value](#) (HCV) and [High Carbon Stock](#) (HCS) areas, with appropriate cutoff dates from

commodity-specific certification programs WKKC recognizes, but no later than 2020. Any products that have been sourced from HCV or HCS areas developed after the cutoff date will be considered in violation of this Code and WKKC reserves the right to take action to address or remove non-compliant entities from its supply chain. Additional requirements regarding forest protection can be found in the WKKC Responsible Sourcing Policy.

Land Rights

Suppliers must respect the land rights of women, indigenous people, and local communities affected by their operations and sourcing practices. Suppliers must ensure transparent reporting and disclosure of concession agreements and/or operating permits. All documentation must be provided to all affected communities in their primary language. Suppliers must ensure fair negotiation of land transfers and 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 WKKC. Suppliers must adhere to the principle of [Free, Prior and Informed Consent of Indigenous Peoples](#). Suppliers shall not engage in any form of land-grabbing.

Management Practices

Systematic Approach

Suppliers must maintain a culture of integrity and compliance and provide sufficient oversight to ensure compliance with all applicable laws and standards, including this Code. This includes having an individual(s) with sufficient authority ensure compliance and communication of such laws and standards within the Supplier's own operations and throughout their associated supply chains.

Grievance Reporting

Suppliers must provide means for confidential complaint/concern reporting, taking into consideration the best practice guidelines highlighted in the [UN Guiding Principles](#). Issues should be addressed in a timely and respectful manner and include documentation of corrective actions. In addition to this, we encourage Suppliers to communicate the availability of the **WKKC Kellogg Co Ethics HelpLine** as a way for Workers throughout the collective supply chain to report grievances.

Business Continuity

Supplier will develop a business continuity plan and process to recover production process or services in the event of a natural disaster or other event that disrupts the production processes, services, or the ability of the supplier

	to meet its delivery commitments to WKKC. If requested by WKKC, the Supplier will review its business continuity plan and make changes as agreed with WKKC, subject to any confidentiality requirements.
Supplier Engagement	Suppliers should actively seek out companies across their supply chain that reflect the varied experiences, backgrounds and perspectives of the communities and consumers WK Kellogg serves.
Record Keeping	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, Worker safety, and any additional requirements, documents, and records required by law, or requested by WKKC.
Compliance Verification	Suppliers should review both owned operations and the operations of those supply chain partners that provide goods and services to WKKC to verify compliance with this Code. This includes ensuring that the Code is available and communicated to all Workers in their primary language. Suppliers will cooperate with, and allow, WKKC or an authorized third party to conduct audits (including social accountability audits) to verify compliance. If WKKC identifies violations with this Code, WKKC will work with the supplier to remediate issues. If issues are not sufficiently resolved, WKKC reserves the right to remove the Supplier from the supply chain.

1 This Supplier Code of Conduct 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.

2 Acknowledgement and agreement to the tenets of this Code are required in every WKKC 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.

3 Additional information regarding the Priority Industry Principles can be found at www.theconsumergoodsforum.com.

4 CGF definitions can be found [here](#)

5 WKKC utilizes Accountability Framework (Afi) definitions. Definitions of deforestation and conversion can be found [here](#)