



Supplier Code of Conduct

At Giant Eagle, Inc. (“Giant Eagle”) we believe that access to safe, healthy food and medicine is an essential human right, that everyone deserves respect, that every person has a right to safe, decent and humane working conditions, and that future generations deserve a healthy planet. While we do not own many of the locations where our products originate, we acknowledge our responsibility to work with our suppliers (hereinafter, “Supplier(s)”) so that what we sell is produced in a manner consistent with these beliefs, wherever those Suppliers are located. We therefore expect our Suppliers to share these beliefs and to demonstrate their commitment to them in how they do business. We require all Suppliers and their subcontractors and agents (including growers, producers, processors, brokers, dealers, packers, or other intermediaries) to abide by the following standards in this Supplier Code of Conduct (the “Code”), which are the minimum requirements we expect our suppliers to meet in connection with the production of our products:

1. **Scope.** Suppliers will ensure that any contractors, subcontractors, manufacturing facilities, labor providers or any other entity involved with the Supplier’s business comply with the standards in this Code.
2. **Compliance with Laws & Regulations.** Suppliers will not engage in any action or practice in violation of the laws, regulations or other legal requirements of any country in which they do business. This includes but is not limited to laws and regulations related to labor, immigration, health and safety, working hours and the environment. If this Code sets a more stringent standard, then the Supplier must follow the more stringent standard.
3. **No Forced or Child Labor.** Laborers will be treated fairly and in accordance with local laws:
 - a. Suppliers shall not use involuntary or forced labor, whether indentured, bonded, incarcerated or labor obtained through human trafficking and will not knowingly work with suppliers who engage in any of these practices.
 - b. Suppliers shall not use underage labor and will not knowingly work with suppliers that utilize underage workers. Underage worker is defined as any individual younger than the local minimum working age or the age of 14, whichever is older and those not abiding by the international standards as defined by the International Labor Organization (ILO). Suppliers will comply with all age-related working restrictions as set by local regulation and adhere to international standards as defined by the ILO.
 - c. Suppliers must not allow working hours that exceed the applicable legal limit.
 - d. Suppliers must pay wages to workers that meet or exceed legal and industry standards.
4. **Wages and Benefits.** Suppliers must pay wages for a standard workweek equal to the legally mandated minimum wage or prevailing industry wage, whichever is higher. All benefits required by law or regulation must be provided, including paid holidays and vacations. No deductions from salary may be made for disciplinary purposes.
5. **Work Hours.** Suppliers must provide at least one day off in every seven-day period. Overtime compensation must be made in accordance with applicable law and, where no law exists, compensation must be at least equal to the rate of regular hourly compensation.
6. **Freedom of Association.** Workers must be free to join organizations and to refrain from joining, according with their wishes. Suppliers must not threaten or penalize workers for their efforts to organize or bargain collectively where permitted by applicable law, nor may they discriminate as a result of any such efforts or affiliation.
7. **Health & Safety.** Suppliers must provide a safe, clean and healthy working environment for their employees, contractors and other laborers that complies with local laws and minimizes occupational hazards. Facilities must comply with all applicable laws of the locales in which they operate regarding work environment, sanitation, and risk protection, including Occupational Safety and Health Administration standards, as applicable. Suppliers providing employee housing must ensure clean, safe and adequate sleeping quarters, bathing and toilet facilities.
8. **No Discrimination.** Suppliers shall not engage in discrimination in hiring, compensation, benefits, advancement, discipline, termination, or other employment practices against workers and will not knowingly work with suppliers that do engage in discriminatory practices. Suppliers are expected to employ eligible workers based upon their abilities rather than their race, color, gender, gender identity, political opinions, religion, age, sexual orientation, social origin, national origin, disability, maternity, marital status or any other legally protected characteristics unrelated to an individual’s ability to perform the work.
9. **No Harassment.** Suppliers must provide a workplace free from harassment. Suppliers must not engage in, condone or tolerate physical, verbal, mental or sexual harassment or harassment based on any other protected characteristic against or among their workers.
10. **Work Authorization.** All suppliers with employees within the United States must ensure those workers are legally authorized to work in the United States under federal and any other applicable laws. Suppliers should have a program to ensure worker’s legal status on an ongoing basis.
11. **Ethical Business Practices, Confidentiality and Conflict of Interest.** Suppliers shall adhere to the highest ethical standards and business practices and shall not engage in any conduct intending or appearing to improperly influence



any Giant Eagle employee or representative in the performance of their job responsibilities. Suppliers must refrain from engaging in any conduct or activities that may appear improper or may result in a conflict of interest, including activities that could be perceived as improperly influencing a decision that may result in nepotism (a personal gain for the Supplier or immediate family member), and not necessarily in the best interest of Giant Eagle. Bribes, cash payments, business gifts and entertainment of more than token value are expressly prohibited. As part of the process of seeking to provide goods, services or personnel to Giant Eagle, Supplier may gain access to information or material which Giant Eagle deems proprietary or confidential. Suppliers shall comply with the obligations of confidentiality which are set forth in the applicable request for proposal invitation to bid or agreement between Giant Eagle and the Supplier.

12. **Anti-Bribery and Corruption.** Suppliers shall comply with the provisions of the U.S. Foreign Corrupt Practices Act of 1977 as amended (FCPA) and any other applicable anti-bribery and corruption laws. Suppliers shall not offer money, services or other items of value to any agent or representative of any government agency in order to influence business dealings.
13. **Federal Programs.** Suppliers, their subcontractors and agents to our pharmacy operations must not appear on the U.S. Department of Health and Human Services or the General Services Administration's lists of parties excluded from federal programs. In addition, Suppliers will notify Giant Eagle if Supplier or its subcontractors or agents are convicted or excluded from federal programs.
14. **Audits and Certification.** Suppliers shall make all applicable records for compliance to this Code available to Giant Eagle or a 3rd party auditor upon request. Suppliers must certify compliance upon request and permit monitoring of facilities to confirm compliance with the Code. If a supplier fails to comply, Giant Eagle may require corrective action to be taken. In the case of egregious or habitual noncompliance with this Code, Giant Eagle may terminate its relationship with the Supplier, notwithstanding the terms of any other agreement between Giant Eagle and the Supplier.
15. **Environment.** Suppliers shall ensure production and business practices are done in such a manner to meet all applicable laws and executive orders regarding environmental impact, including but not limited to the following categories: Air Emissions, Water Stewardship and Waste Disposal.
16. **Privacy and Security.** As part of our day-to-day operations, Suppliers may come into contact with sensitive or personal information of our customers, employees and business partners. Privacy is important to Giant Eagle and we are committed to protect it. As such, we require Suppliers to establish and maintain reasonable administrative, physical and technical safeguards to protect company data and personally identifiable information (including but not limited to healthcare and payment card information) in accordance with privacy laws and acceptable industry standard practices. If applicable, Suppliers must comply with C-TPAT Best Practices established by the United States Customs Border and Protection for supply chain security. Suppliers must ensure that key personnel are trained on general security procedures including physical access controls, physical security, container security and inspection, personnel security, procedural security, information technology security, general security and threat awareness training.
17. **Communication.** Suppliers must communicate this Code to their factories, supervisors, employees, contractors, workers and subcontractors.
18. **Animal Welfare.** Suppliers engaged in the slaughter, handling or processing of animals shall ensure all practices meet or exceed Food Safety and Inspection Service (FSIS) regulations and guidelines for the ethical treatment of livestock and poultry during growing, transfer, holding and slaughter.

Violations of this Code may be reported using Giant Eagle's Customer Care Line at toll-free number (800-553-2324). Users of the Customer Care Line may choose to remain confidential.