

ARDENT MILLS SUPPLIER CODE OF CONDUCT

Ardent Mills and its subsidiaries and affiliates are committed to conducting business according to the highest ethical standards and expect their Suppliers to conduct business responsibly, with integrity, ethics and transparency. Ardent Mills expects Suppliers to treat their employees and Supplier Personnel in a manner that is dignified and respectful and treat the communities in which they do business in a socially and environmentally responsible manner. Accordingly, Ardent Mills expects, at a minimum that its Suppliers will adhere to the business conduct standards outlined below (“**Supplier Code**”), and will read, understand, and abide by Ardent Mills’ Code of Conduct which can be found at <https://www.ardentmills.com/media/3378/ardent-mills-code-of-conduct.pdf>. A Supplier’s failure to comply with the Supplier Code may jeopardize Ardent Mills’ willingness to conduct business with Supplier.

Suppliers shall:

- (1) Comply with applicable laws and regulations in the locations where it operates, including licensing, environmental and human rights laws.
- (2) Compete fairly for Ardent Mills’ business, without any illegal or improper inducements or advantages.
- (3) Not employ or benefit from child, forced, or compulsory labor.
- (4) Comply with applicable employment laws, rules and regulations, including those related to wages, work hours, employee benefits, employee and contractor safety and anti-discrimination.
- (5) Employ quality audit processes, including, if applicable, adequate food safety control plans.
- (6) Maintain the confidentiality of Ardent Mills’ trade secrets, intellectual property, and other confidential information.
- (7) Keep financial books and records in accordance with applicable legal, regulatory and fiscal requirements and generally accepted accounting practices.
- (8) Adequately insure and reserve for its risks and exposures.
- (9) Honor its contractual commitments and obligations.

More information concerning Ardent Mills’ Vision, Values, and Code of Conduct may be found in Ardent Mills’ Code of Conduct at: <https://www.ardentmills.com/media/3378/ardent-mills-code-of-conduct.pdf>

ARDENT MILLS PROHIBITION OF IMPROPER BUSINESS CONDUCT

Supplier will not, in connection with any activities under or related to this Agreement, directly or indirectly:

- (a) violate any applicable law prohibiting or penalizing bribery;
- (b) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any Government Official (as defined below), official of a political party, candidate for political office, or a political party to influence any act or decision of this person in their official capacity, induce this person to do or not do any act in violation of their lawful duty, or to secure any other improper advantage; or
- (c) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any private (i.e. non-government) person to influence any act or decision of this person or to secure any other improper advantage.

None of Supplier's owners, officers, directors, principals, managers, employees, or Supplier's Personnel is a Government Official (as defined below), official of a political party, or a candidate for political office.

Neither Supplier nor its employees, managers, officers, directors, or Supplier's Personnel has been involved in any lawsuits, enforcement actions or government investigations related to bribery, corruption, or violations of laws prohibiting bribery.

Supplier is responsible for ensuring that any of Supplier's Personnel performing services under this Agreement do so in full compliance with the terms of this Agreement.

Supplier agrees that:

- (a) Ardent Mills has the right to periodically require Supplier to certify in writing its compliance with this Exhibit; and
- (b) "Government Official" mean:
 - i. an officer or employee of the government, including any department, agency, or other entity owned or controlled by the government;
 - ii. an officer or employee of a public international organization (for example the World Bank or International Monetary Fund); or
 - iii. any person acting in an official capacity for or on behalf of any of the above.

Notwithstanding anything in this Agreement to the contrary, if, at any time, Ardent Mills believes in good faith that Supplier has breached this Prohibition of Improper Business Conduct, Ardent Mills may terminate this Agreement with immediate effect and without any further liability or obligation to Supplier.
