

# IMPOSSIBLE™

## SUPPLIER CODE OF CONDUCT

At Impossible Foods Inc. (together with its subsidiaries and affiliates, referred to as “we”, “our”, “us”, “Impossible Foods,” or the “Company”), we think of ourselves as a planet company and seek to work with vendors who share our vision. Impossible Foods operates with a strong commitment to our mission of environmental and social stewardship and strives to employ and support the best possible practices within our operations and supply chain. Impossible Foods expects its suppliers to practice values and standards of conduct consistent with those of our own Company. The Company has developed this Supplier Code of Conduct (this “Code”) to clarify our global expectations in the areas of compliance with laws, labor practices and human rights, environmental management, health and safety, and business practices.

### Scope

The provisions of this Code convey Impossible Foods’ expectations for all suppliers and their suppliers, agents, and affiliates, and subcontractors (“Suppliers”) with whom Impossible Foods and its subsidiaries, divisions, affiliates and agents do business. The provisions conveyed in this Code provide the minimum standards expected of Suppliers to Impossible Foods. Suppliers are required to comply with this Code as a condition of doing business with Impossible Foods.

### Standards

1. **Compliance with Laws:** Our Suppliers must fully comply with all applicable international, national, federal, state, and local laws and regulations, including but not limited to those related to labor, immigration, foreign corrupt practices and bribery, health and safety, and the environment.
2. **Labor Practices:** Impossible Foods is an equal opportunity employer, and we expect all of our Suppliers to be equal opportunity employers. Suppliers shall be committed to uphold the human rights of their workers and treat them with dignity and respect. Suppliers shall support the protection of internationally proclaimed human rights and ensure they are not complicit in any abuses of human rights. These principles are supported by the following areas:
  - a. **Child Labor:** Suppliers shall not use child labor. The employment of workers below the age of 18 shall not occur in hazardous work or night shift work, and shall only be allowed when workers are above a country’s legal age for employment or the age established for completing compulsory education.
  - b. **Non-discrimination:** Suppliers must comply with all applicable employment laws and regulations and shall provide a workplace free of harassment and discrimination. Suppliers shall not discriminate against individuals on the basis of race, color, age, national origin, ancestry, gender, sexual orientation, gender identity or expression, ethnicity, physical or mental disability, medical condition, religion, political affiliation, union membership, marital status, veteran status, or any other status protected under federal, state, or other applicable law.
  - c. **Fair Treatment:** Suppliers shall provide a workplace free of harsh and inhumane

treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers, and free of threats of any such treatment.

- d. Wages, Benefits & Working Hours:** Suppliers shall pay workers according to applicable wage and hour laws, rules and regulations, including minimum wages, overtime hours, maximum hours and mandated benefits. Suppliers shall communicate to the worker the basis on which they are being compensated in a timely manner, including times and rates for overtime, as dictated by applicable law and Suppliers' policy. Any wage deductions should be reasonable, clearly understood by the workers, and allowed by applicable law. Suppliers should follow all applicable laws as it relates to holidays and time off.
  - e. Forced Labor & Human Trafficking:** All labor must be voluntary. Suppliers cannot use any prison, indentured, involuntary, or forced labor of any kind. Suppliers are restricted from engaging in slavery or human trafficking of any kind, including the recruitment, harboring, transportation, solicitation, provision, or acquisition of persons for labor or services through the use of force, fraud, or coercion. Workers shall not be required to pay any fees or deposits for recruitment or hiring purposes. Suppliers cannot require workers to surrender any government-issued identification, passports, or work permits as a condition of employment, and shall not restrict workers' freedom of movement in any way. Suppliers cannot require any worker to remain in employment for any period of time against his or her will.
  - f. Employment of an Undocumented Worker in the United States:** It is illegal to knowingly hire, recruit, or refer for employment any individual not authorized to work in the United States. It is also illegal to continue to employ an individual known to be an unauthorized undocumented worker or to contract the use of an unauthorized undocumented worker. Federal law requires companies to inspect, verify, and document the identity and employment authorization of every employee.
- 3. Environmental Practices:** Suppliers must ensure that each of their facilities comply with national, state, and local environmental laws, treaties, and regulations, including those related to air emissions, water discharges, toxic substances and hazardous waste disposal. Suppliers shall operate in an environmentally responsible and efficient manner to minimize adverse impacts on the environment and strive for continuous improvement to minimize adverse impacts. Suppliers shall maintain environmental policies where applicable. Ingredient suppliers are requested, where possible, to provide water, energy, and land-use data associated with their products and operations. Suppliers are encouraged to conserve and restore natural resources, to engage in re-use and recycling programs, to minimize greenhouse gas emissions derived from their own supply chain and operations, and where possible, to avoid use of hazardous materials.
- a. Environmental Authorizations:** Suppliers shall comply with all applicable environmental laws and regulations. All required environmental permits, licenses, information registrations and restrictions shall be obtained and their operational and reporting requirements followed.
  - b. Waste & Emissions:** Suppliers shall have systems in place to ensure the safe handling, movement, storage, recycling, reuse, or management of waste, air emissions and wastewater discharges. Any waste, wastewater or emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled and treated prior to release into the environment.

- c. **Spills and Releases:** Suppliers shall have systems in place to prevent and mitigate accidental spills and releases to the environment.
  - d. **Conflict Minerals:** Suppliers shall ensure that no part or product supplied to Impossible Foods contains “Conflict Minerals,” i.e., columbite-tantalite, cassiterite, wolframite (or their derivatives tantalum, tin and tungsten) or gold sourced from the Democratic Republic of the Congo (the “DRC”) or an adjoining country that has directly or indirectly financed or benefitted armed groups in the DRC or an adjoining country. Suppliers shall have systems in place that are designed to meet these objectives.
  - e. **Restricted Substances:** Suppliers are to adhere to all applicable restricted substance laws, regulations and customer requirements, including responding to requests for substance composition in materials/parts, prohibition or restriction of specific substances, including labeling for recycling and disposal.
  - f. **Sustainability:** Suppliers are encouraged to adopt an approach of continuous improvement to reduce their environmental footprint through minimizing their use of, and deleterious effect on, natural resources. Suppliers are encouraged to communicate to Impossible Foods opportunities in which we may be able to contribute to or support their activities on their social or environmental sustainability journey.
4. **Health and Safety:** Suppliers must furnish to each of its employees a workplace that is free from recognized hazards causing or likely to cause death or serious physical harm and in compliance with all applicable laws. This principle is supported by the following:
- a. **Worker Protection & Safety:** Suppliers shall protect workers from overexposure to chemical, biological, physical hazards and physically demanding tasks and conditions (such as extreme heat or cold) in the workplace and in any company-provided living quarters. Suppliers shall ensure workers are subject to medical evaluation and also monitored for exposure to chemicals and noise. Additionally, suppliers shall provide PPE (personal protective equipment) to workers as appropriate.
  - b. **Process Safety:** Suppliers shall perform an initial process hazard analysis (hazard evaluation). The hazard analysis shall be appropriate to the complexity of the process and shall identify, evaluate, and control the hazards involved in the process. Suppliers shall have programs in place to prevent or mitigate catastrophic releases of chemicals or other materials, including specific programs to prevent fires and explosions. Additionally, suppliers shall have preventive maintenance, periodic inspections and audits in place.
  - c. **Emergency Preparedness:** Suppliers shall identify and assess emergency situations in the workplace and any company-provided living quarters and shall work to minimize their potential impact by implementing emergency plans, drills and response procedures.
  - d. **Hazard Information:** Safety information relating to hazardous materials shall be available to educate, train, and protect workers from potential hazards. This education should be both initial and periodic for workers. Such safety information shall be available in written documents, such as Safety Data Sheets (SDS) and/or Standard Operating Procedures (SOP) in languages commonly used by the Supplier’s workforce.
5. **Product Safety and Quality:** For each of the markets in which goods or services provided to Impossible Foods are manufactured, performed, registered and distributed, Suppliers must be

aware of, and in compliance with, all laws, rules and regulations and good manufacturing processes applicable to the production, provision and sale of such goods and services. Suppliers must strictly adhere to Impossible Foods' quality control procedures and ensure the goods they sell to Impossible Foods are accurately labeled and comply with all federal, state and local requirements. Suppliers are required to immediately report to us any issue that could negatively affect the quality or safety of any Impossible Foods product.

## 6. Ethics and Business Practices:

- a. **Conflict of Interest:** Suppliers must disclose to Impossible Foods' management any potential, perceived or actual conflicts of interest that could impact the Supplier's business dealings with Impossible Foods and must obtain Impossible Foods' written consent prior to sending any conflicted personnel to any Impossible Foods premises. Trusting and cooperative relationships with Suppliers are of vital importance. It is generally inconsistent with these relationships for such Suppliers to attempt to recruit Impossible Foods employees. Additionally, the prospect of such employment can create conflicts of interest and concerns about the handling of confidential business information. A conflict of interest could arise under multiple other scenarios, including but not limited to situations in which i) a Supplier employee or representative's personal interests or activities could influence, or could appear to influence, the Supplier's ability to act in the best, objective interests of Impossible Foods; ii) an Impossible Foods employee or professional contracted by Impossible Foods may have an interest of any kind in the Supplier's business or any current economic ties with the Supplier or its employees or representatives; or (iii) a Supplier's relationship with third-party entities that may compete with Impossible Foods, or whose interests may conflict with Impossible Foods, could influence, or could appear to influence, the Supplier's ability to act in the best, objective interests of Impossible Foods.
- b. **Gifts and Entertainment:** It is Impossible Foods' policy that no employee may accept gifts from Suppliers, customers, or other entities with which the Company does business where doing so creates an appearance that such action was intended to influence a business decision, did influence a business decision, or created a reciprocal obligation. Business courtesies such as meals, tickets to sporting events, or similar entertainment are permitted if they are reasonable in cost and the purpose is to hold bona fide business discussions or to foster better business relations. Business courtesies exceeding \$50 must be disclosed in advance.
- c. **Anti-Corruption:** Corruption, extortion, and embezzlement are prohibited. Suppliers must comply with the **U.S. Foreign Corrupt Practices Act** and similar anti-corruption and anti-bribery laws prohibiting bribery and corrupt payment of anything of value. Suppliers shall not, either directly or indirectly: offer, promise, authorize, give, or pay bribes; accept bribes; or participate in other illegal inducements in business or government relationships. Certain types of Suppliers that have interactions with government officials (such as regional business partners and meeting planners) may be subject to additional business conduct and other compliance-related requirements. Suppliers are responsible for consulting with their respective Impossible Foods contacts for more information and for ensuring they are in compliance with all such requirements.
- d. **Fair Competition:** All Suppliers shall conduct their business consistent with fair and vigorous competition and in compliance with all applicable anti-trust laws. Suppliers shall

employ fair business practices, including accurate and truthful advertising. Suppliers are not to use Impossible Foods' name, logo or marks (or that of our affiliates or products) in publicity or advertising without our prior written consent.

- e. **Supplier Inclusion:** Suppliers are to strive to identify and provide opportunities to small and diverse businesses in connection with supplying useful goods and services to Impossible Foods at competitive prices.
- f. **Financial & Business Records:** Suppliers must maintain all financial books and records in conformance with generally accepted accounting principles. Business records must be accurate in all material respects. Business and financial records must be legible, transparent and reflect actual transactions and payments.
- g. **Privacy:** Suppliers shall operate in a manner that is consistent with applicable data protection laws, including privacy and security protections that are appropriate to the sensitivity of the personal information collected or otherwise processed by the Supplier on behalf of Impossible Foods, including information received from or about Impossible Foods employees, customers, consumers, or shareholders. Suppliers shall have appropriate organizational structures and procedures to ensure the protection of personal information against accidental, unauthorized or unlawful loss, destruction, alteration, disclosure, use or access. This includes policies and procedures to address technical and organizational security as well as confirmation of compliance with these policies and procedures. Suppliers must comply with laws that govern cross-border data transmissions.
- h. **Intellectual Property; Confidentiality:** At times, it will be appropriate and necessary for Supplier employees and agents to have access to certain confidential technical or business information and materials of our Company. Confidential treatment of such information is extremely important. Supplier employees and agents must take all reasonable precautions to prevent disclosure of confidential information and materials to third parties and not use information and materials without Impossible Foods' prior written consent. This also applies to information subcontractors of our Suppliers may obtain while providing services to Impossible Foods. Suppliers shall safeguard and respect Impossible Foods' intellectual property and related rights. Suppliers may be required to sign a confidentiality agreement prior to working with the Company.

## 7. Compliance and Enforcement

- a. **Documentation:** Suppliers shall maintain documentation necessary to demonstrate conformance with these expectations and compliance with applicable laws, rules and regulations.
- b. **Audits and Assessments:** Suppliers shall perform periodic evaluations of facilities and operations to ensure compliance with this Code and the law. Suppliers will permit Impossible Foods and/or third parties designated by Impossible Foods to periodically evaluate Suppliers' facilities and operations. Suppliers shall have a process for timely correction of any deficiencies or violations identified by an internal or external audit, assessment, inspection, investigation, or review.

- 8. **Enforcement:** By manufacturing for or selling, distributing, or providing any product or service to Impossible Foods, Supplier agrees, warrants, represents, and certifies that all such products and services, were, are and will be in the future in compliance with this Code. Suppliers must also

ensure their suppliers and subcontractors involved in the provision of goods or services for Impossible Foods, including contract and seasonal workers, and temporary agencies, are also in compliance. Suppliers shall appoint personnel responsible for communicating and implementing the standards set forth in this Code. Impossible Foods may employ various mechanisms to assess compliance, such as certifications, review of records, and onsite audits. Suppliers must allow Impossible Foods and/or any of its representatives or agents reasonable access to Suppliers' facilities and relevant records for the purpose of ensuring compliance with this Code. Supplier must be able to demonstrate compliance with this Code upon Impossible Foods' request, and shall take action to correct any non-compliance. If the Company determines that any Supplier has violated this Code, the Company may, at its discretion, either terminate its business relationship or require the Supplier to implement a corrective action plan within a time frame agreed upon between the Supplier and the Company. Supplier will agree to cooperate with Impossible Foods in the pursuit of accountability, and shall strive to continuously improve practices that protect our global communities from harmful outcomes as a result of our everyday business activities.

### **Reporting Violations**

Please contact us at [suppliercode@impossiblefoods.com](mailto:suppliercode@impossiblefoods.com) to report non-compliance with this Code or to clarify any of the obligations set forth herein. Suppliers may also report Code non-compliance and other concerns via the Company's third-party reporting hotline at [www.intouchwebsite.com/ImpossibleFoods](http://www.intouchwebsite.com/ImpossibleFoods), or toll-free at (855) 620-6674 (U.S. and Canada) or (800) 96-6987 (Hong Kong).