



## VENDOR CODE OF BUSINESS ETHICS AND CONDUCT

### COMPLIANCE CERTIFICATE

We, \_\_\_\_\_, a \_\_\_\_\_ company incorporated and registered in \_\_\_\_\_ whose registered office is at \_\_\_\_\_ ("Third Party") hereby certify that, at all times, during the Term of the Agreement by and between us and Fresh Del Monte Produce Inc. and its subsidiaries, ("Company"), to be and remain fully compliant with the terms and conditions set forth below:

#### **1.0 THIRD PARTY REPRESENTS AND WARRANTS THAT IT SHALL, AT ALL TIMES:**

- 1.1 Comply with all relevant laws and regulations applicable to services provided in the territories where the Services are provided ("Designated Territory"), including but not limited to local anticorruption legislation, Foreign Corrupt Practices Act ("FCPA") and U.K. Bribery Act 2010;
- 1.2 Comply with the Company's Vendor Code of Business Ethics and Conduct, as it may be communicated and updated by the Company to the Third Party from time to time. Third Party hereby acknowledges that it has received and reviewed a copy of the Vendor Code of Business Ethics and Conduct on or prior to the date of signing of this Compliance Certificate, that it has been given the opportunity to discuss the same with the Company and that it understands and agrees to comply with the principles and obligations set out therein;
- 1.3 Refrain from making, offering, promising or agreeing to make any loan, gift, donation or payment (and ensure that no loan, gift, donation or payment is made, offered, promised or agreed by any officer, director, stockholder, employee, representative or agent of Third Party) either directly or indirectly, whether in cash or in kind, to or for the benefit of any government official or any third party to obtain or retain business or to obtain or retain any improper advantage in relation to the object of the Agreement in the Designated Territory;
- 1.4 Ensure that no "facilitation" or "grease" payments are made to any government official or third parties in relation to his obligations to the Company and understands that the Company prohibits facilitation payments, except for a very limited set of circumstances for which prior written approval must be obtained from the Company's Chief Ethics and Compliance Officer;
- 1.5 Inform the Company immediately if any such loan, gift, donation or payment or any such "facilitation" or "grease" payments have been requested by any government official or third parties in the course of fulfilling its obligations under the Agreement; and;
- 1.6 Maintain accurate and complete records of all documentation in relation to fulfilling its obligations in the Designated Territory, including but not limited to receipts,



customs records and tax documentation, for at least five (5) years from the date of such document.

- 1.7 Not do business in and/or with countries and/or individuals and/or entities enumerated in any of the following lists:
- US Office of Foreign Assets Control (OFAC);
  - The Financial Action Task Force (FATF);
  - United Nations Security Council Sanctions List;
  - Swiss State Secretariat for Economic Affairs (SECO);
  - European Union Sanctions List;
  - UK Sanctions List; and
  - Such other lists as applicable in the Designated Territory.

## **2.0 THIRD PARTY FURTHER REPRESENTS AND WARRANTS THAT:**

- 2.1 The Third Party or any of its officers, directors, stockholders, employees, representatives or agents has not provided anything of value in the sense of clause 1.3 during the last ten (10) years to a government official or other third party.
- 2.2 The Third Party or any of its senior executives or key employees have not been arrested, charged or convicted of felony or other material crime in the last five (5) years.
- 2.3 The Third Party or any of its senior executives or key employees has not been investigated by an administrative or governmental office in the last five (5) years.
- 2.4 The Third Party is not the object of any litigation involving fraud, illegal conduct, money laundering, corruption or ethical violation or similar prohibited behavior in the last five (5) years.
- 2.5 Third Party or any of its senior executives or key employees has never been disqualified from doing business with a government department, agency or state-owned enterprise in the last five (5) years.
- 2.6 Third Party was not subject to an investigation, nor its contract or business relationship terminated or not renewed by a client because of ethical or legal concerns in the last five (5) years.
- 2.7 Third Party shall ensure that all its agents or subcontractors (“Business Partner”) in the Designated Territory 1) are of good repute and 2) comply with the obligations as set out in the above Section 1.0.



In the event that the Third Party is aware (whether in relation to itself or its Business Partners) of any actual or suspected non-compliance with this Compliance Certificate, Third Party agrees to inform the Company immediately in writing of such situation. Third Party further agrees to provide to the Company all relevant information to such actual or suspected non-compliance and assist the Company in investigating and resolving the matter. In the event that the Company is of the view that such actual or suspected non-compliance may materially affect business operations in the Designated Territory, the Company reserves the right to request Third Party to appoint a new Business Partner which shall meet the requirements of the Agreement, or to amend or terminate the Agreement in whole or in part, without penalty or cost.

ON BEHALF OF: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME OF SIGNATORY: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_