



GRECO'S

FRESH MARKETS

**Bill S211: Fighting Against Forced Labour and
Child Labour in Supply Chains**

Modern Slavery, Forced Labour, and Child Labour Statement

At this time, Greco's Fresh Markets is confident that internally, our company is following all appropriate and relevant legislation that pertains to forced or child labour. We also are taking steps to ensure that all goods we are supplied with that have been produced in Canada or imported, are also in compliance. Letters to all our suppliers have been sent out identifying the principles that we subscribe to and support and that our expectations are that all our supplier partners will also support and adhere to these principles. We have completed the online questionnaire which responds to all the areas required.

However, it should be noted that the Canadian supply chain is complex and diverse. Also, many of our suppliers have not been aware of the requirements of S-211—the Supply Chains Act and are still in the process of conducting due diligence with respect to ensuring their compliance. We look forward to receiving more information from them in the months ahead. Other suppliers may not meet the threshold requirements outlined in S-211 so there are no obligations under the Act to report as entities.

Our company prides itself on our employment practices and policies and we are confident that our supply chain partners are similarly committed to ensuring forced or child labour practices are not tolerated. We look forward to updating our report when further information is provided from our suppliers.

We are pleased to provide a copy below of the Statement of Principles that we conveyed to all our Supplier Partners.

Our strategy is to engage with reputable businesses that share our commitment to these ethical standards. We continuously review these partnerships and, when necessary, conduct visits to affirm adherence to our Supplier Code of Conduct. With all partnerships, we issue a Supplier Code of Conduct that prohibits human trafficking, physical abuse, restriction of movement, confiscation of passports or other documentation, unsafe work environments, unfair wages, forced overtime, and child labour. This Code outlines the minimum standards that all suppliers must meet, including compliance with all applicable labour and employment, health, safety, and environmental laws.

We deeply value our relationships with our team members and those from whom we source products and materials. We believe that everyone deserves to work in conditions that respect and uphold human rights, and we are committed to combating modern slavery, forced labour and child labour. To ensure this, we continually assess and update our policies and practices to address new challenges and to align with legal requirements and leading industry standards. Our pro-active approach keeps us as industry leaders with a commitment to ethical business practices that support the welfare of our global community.

This Statement was approved on May 28, 2024, by Concord Food Centre Inc and Oak Ridge's Food Markets Inc operating as Greco's Fresh Markets.

Joe Greco

President

May 31, 2024

Bill S211 Summary

This law introduces the “Fighting Against Forced Labour and Child Labour in Supply Chains Act.” It requires certain government bodies and private companies to publicly report on their actions to prevent and reduce the use of forced or child labour by themselves and/or within their supply chains. Only entities that meet at least two of the following threshold conditions for at least one of its two most recent financial years will be required to report:

- has at least \$20 million in assets
- it has generated at least \$40 million in revenue; and
- It employs an average of at least 250 employees.

Our Commitment

At Greco’s Fresh Markets, our commitment to continuous improvement is a fundamental pillar within our operations. We place great value on the relationships we maintain with our team members and those we partner with for business. We are committed to fostering a work environment that respects and promotes human rights. Below are examples of initiatives we have implemented to support this commitment.

Policies and Standards

- We actively monitor our policies and practices to ensure compliance with legal requirements and industry best practices.

Compliance Statement for Review

- Our "Modern Slavery, Forced Labour, and Child Labour Statement" requires CEO review and approval. This statement outlines our commitment to ethical business practices. This document will be available to the public.

Supplier Code of Conduct

- We enforce a Supplier Code of Conduct, which mandates all suppliers to adhere to our ethical standards. This document is periodically updated and requires suppliers to acknowledge compliance formally.

Training

- Mandatory training sessions will be scheduled (June 17th, 2024) for leaders’ responsible supply chain, purchasing and procurement. This session will cover the Supplier Code of Conduct, ethics, and responsibilities to ensure all team members are well-informed and committed to our standards.

Compliance Oversight Committee

- The Compliance Oversight Committee, including members Rina Virgilio (General Manager), Mike Abballe (Director of Purchasing & Merchandising). This committee meets quarterly, strategizes, and monitors our efforts against modern slavery.

Quarterly Employee Feedback Program

Regular employee surveys are conducted to gather focused feedback on our operations and practices. These insights are invaluable for adjusting our strategies and ensuring alignment with best practices and employee expectations.

Supplier Code of Conduct

Greco's Fresh Markets (GFM) is committed to conducting business activities professionally, ethically, fairly, and in full compliance with all applicable Laws. At GFM, we uphold strict principles of professional conduct and ethics.

We are committed to integrity, diversity, inclusion, respect and dignity for all workers, health and food safety, and environmental responsibility. Accordingly, we also expect our Suppliers to observe and uphold these same principles in their relationships with us.

GFM recognizes that our Suppliers may operate their businesses in districts where cultural and legal norms may be different from ours. We also appreciate that Suppliers are independent entities that manage their business operations, at their own discretion. However, for us to uphold our principles, we require the same commitment from our Suppliers. Accordingly, we have created this Supplier Code of Conduct which sets out the basic requirements that we require all our Suppliers to meet. Suppliers must always comply with local laws and regulations as well as the Supply Chains Act, formerly known as Bill-211.

1. DEFINITIONS

In this Code of Conduct, the terms below are defined as follows:

- (a) **"Code"** and **"Code of Conduct"** mean this Greco's Fresh Markets Supplier Code of Conduct (as may be updated by GFM, from time to time).
- (b) **"Employee"** means any employee, laborer, worker, or staff member employed or contracted by a Supplier.
- (c) **"GFM," "us," "we"** and **"our"** mean Greco's Fresh Markets
- (d) **"Laws"** mean all national, provincial, state, and local, laws and regulations; and
- (e) **"Suppliers"** mean the suppliers, vendors, manufacturers and other third parties approved to conduct business with GFM, and in the case where any such suppliers, vendors, manufacturers or third parties use contractors, agents, subcontractors and sub-agents to provide goods or services to us, the term **"Suppliers"** includes such contractors, agents, subcontractors and sub-agents, and **"Supplier"** means any one of them.

2. PURPOSE AND COMPLIANCE WITH THIS CODE

Suppliers and their facilities must comply with all applicable Laws of the jurisdictions where they operate/conduct business. In addition, we require our Suppliers to meet or exceed the requirements set out in this Code of Conduct. The Code sets out the minimum standards that Suppliers must meet.

Suppliers are responsible to comply with this Code and to ensure compliance of their operations with the requirements of this Code. Suppliers are also responsible for ensuring that their Employees, agents, contractors, sub-agents, and subcontractors (including subcontractors' or co-packers' facilities/factories) comply with this Code. We recommend that Suppliers regularly communicate this Code's requirements to all parties who produce or provide any goods or services on behalf of the Supplier for GFM.

3. COMPLIANCE WITH LAWS AND BUSINESS INTEGRITY

Laws, Regulations, and Industry Standards

Suppliers must fully comply with all applicable Laws in the jurisdictions where they operate/conduct business. Where industry standards are more rigorous than applicable Laws, Suppliers are expected to comply with the more stringent standards.

Anti-Bribery and Anti-Corruption

Suppliers must not offer, give, promise, solicit, pay or accept bribes or kickbacks, or engage in fraud, extortion or embezzlement, or any other action or activity that would violate, or cause GFM to violate any applicable anti-bribery or corruption Laws, including, the Canada *Corruption of Foreign Public Officials Act* and the U.S. *Foreign Corrupt Practices Act*.

Gifts and Entertainment

In the normal course of business, there may be instances where Suppliers engage in business related entertainment with GFM's officers, employees, or representatives. There may also be occasions where promotional items or small gifts may be exchanged in the normal course of business. Such activities may be acceptable provided they are reasonable in cost and scope, are conducted in connection with GFM business, and are not intended or expected to, and do not, influence GFM's business related actions or decisions.

Conflicts of Interest

Suppliers must avoid any situation or relationship that may present a conflict of interest in their dealings with GFM. Suppliers are expected to disclose to GFM any existing or potential conflict of interest or situation that may have the appearance of a conflict of interest, with respect to their dealings as a Supplier to GFM.

4. Confidentiality, Privacy

Confidential Information

During the business relationships between Suppliers and GFM, Suppliers may receive and/or have access to confidential information of GFM, including proprietary information (such as, trade secrets), information that is sensitive or personal in nature, and other nonpublic information. Suppliers are required to safeguard and keep in strict confidence all confidential information of GFM and must not disclose or provide access to any of GFM's confidential information to other parties, except with GFM's prior written consent (as evidenced in writing by an authorized officer of GFM) or if disclosure is required by law. Suppliers are required to use at least the same degree of care to prevent unauthorized disclosure as the Supplier would use in respect of its own confidential information and, at a minimum, shall exercise reasonable care.

Suppliers who receive or have access to confidential, sensitive and/or personal information of GFM and/or its employees, contractors, customers, suppliers or business partners are required to have and maintain appropriate technical and security controls in place and to take all necessary steps to ensure and maintain the security of such information/data. Suppliers are required to comply with all applicable data security and privacy Laws, and industry standards.

5. Sustainability & The Environment

Values Relating to Food

At GFM, we are committed to providing our customers and consumers with products that are of the highest industry and consumer standards. The health and safety of our customers and the quality of our products are of paramount importance to GFM. Accordingly, we require Suppliers to fully comply with all applicable Laws related to product quality and food safety standards, and GFM's product quality and food safety requirements. Suppliers must also meet or exceed product quality and food safety requirements set by industry standards.

6. WORKING CONDITIONS

Human Rights

GFM is committed to respecting fundamental human rights, and we expect our Suppliers to conduct their

business operations to respect human rights. This Code sets out information on many of the human rights principles and practices that we expect Suppliers to uphold.

Wages and Benefits

Suppliers must pay their employees' wages and benefits that meet or exceed the minimum legal requirements in the jurisdiction where the Supplier conducts business. If local laws do not provide for overtime pay, hourly wage rates for overtime must be, at minimum, equal to the rates for the regular work shift. Suppliers must pay their Employees for all hours worked and in a timely manner. Suppliers must provide their Employees with details upon which their pay was calculated (including, pay period, wages earned for pay period, rate of pay, regular and overtime hours worked, deductions, and benefits).

Child Labour

Suppliers must comply with all applicable child labour Laws, including those related to minimum age, hiring, wages, hours worked, overtime and working conditions. Employees must be of legal age established by local law. Where the local law does not provide a minimum age, Employees must be at least 15 years of age (unless otherwise permitted as per International Labour Organization practices). Employees under the age of eighteen must not perform dangerous or hazardous work that may endanger their health or safety. As an independent grocer, we do not accept nor condone any form of forced labor or child labour in our operations and supply chain.

The participation of children or adolescents above the minimum age of admission to employment in work must be appropriate for the individuals' age, type of work performed, hours, and conditions of work, and in accordance with all Canadian and local laws Further:

In any jurisdiction where local laws are less robust than International Labour Standards, the International Standards must apply. All employment must be in accordance with the International Labour Organization (ILO) Conventions. Complete records relating to the age of all workers must be kept on site and be accessible.

Workers between 14 and 18 must have the benefit of working hours and conditions and other benefits that are appropriate to their age and that do not interfere with their schooling.

Hours of Work

Suppliers are required to comply with all applicable Laws and industry standards pertaining to the number of hours and days worked by all Employees. Employees' workweeks (including overtime) should not exceed legal limits or 72 hours, whichever is stricter. Overtime must always be voluntary. Workers must be provided, on average, with at least one day off for every 7-day period. Reasonable living wages must be paid.

Forced Labour and Human Trafficking

Employment must be no forced, bonded, or involuntary prison labour. GFM has zero tolerance for involuntary labour of any kind and will immediately terminate its business relationship with any Supplier who uses involuntary labour or purchases from any subcontractor who uses involuntary labour of any kind. Suppliers shall not restrict their Employees' freedom of movement, nor shall their Employees be prevented from terminating their employment. Suppliers shall not require their Employees to surrender any government issued identification, work permits or passports as a condition of employment. Suppliers shall not engage in, or support, human trafficking. Workers must not be required to deposit funds or personal documents as a condition of their employment. Overtime must be voluntary, and refusal of overtime must not be penalized.

Health and Safety

Suppliers are expected to provide all their Employees with a safe and healthy work environment and, if applicable, a safe and healthy living environment. Suppliers must comply with all applicable Laws related to working conditions, including workplace health and safety, first aid and emergency care, risk protection,

sanitation, fire safety and emergency evacuation, adequate ventilation and lighting, and electrical, mechanical, and structural safety. Suppliers must also establish their own written health and safety policies and are expected to take all steps necessary to implement adequate health and safety measures to protect workers from workplace accidents and injuries. Functional fire alarms, fire extinguishers and relevant firefighting and prevention equipment must be present and accessible at all facilities.

Diversity, Discrimination and Harassment

GFM values and respects differences and diversity in its employees, customers, consumers, and Suppliers. GFM expects Suppliers to provide a workplace that provides equal opportunity to their Employees and that is free from unlawful discrimination or harassment and treats each Employee with respect and dignity. Suppliers must not discriminate in their hiring and employment practices based on race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, religion, pregnancy, political affiliation, union membership, medical condition, age, family status, marital status, disability, gender, gender identity or expression, sex, sexual orientation, or any other status or personal characteristic. No form of discipline involving corporal punishment, harassment, or abuse (whether sexual, verbal, or mental abuse) is permitted, and disciplinary measures must comply with local laws and internationally recognized human rights.

Freedom of Association

Suppliers shall respect their Employees right to join, or not join, any workers' union, and must comply with local laws regarding employees' rights to freely join and form workers' unions/organizations. Suppliers must not interfere with, threaten, discriminate, penalize, or retaliate against Employees based on union membership.

No abuse or harassment

- Where appropriate or legally permitted, Suppliers shall establish a confidential internal program for handling Employee submissions of workplace grievances (including anonymous reports), without fear of retaliation.
- Workers must not be subjected to any form of verbal, physical or sexual abuse or harassment or any form of intimidation.
- Monetary penalties must not be used as a form of discipline.
- Freedom of association must be respected.
- Workers or their representatives must be permitted to associate and bargain collectively.
- Workers' activities with respect to their rights and interests, including association and collective bargaining, must be permitted to take place in the workplace.

Employment Status

- Suppliers must only employ workers who are legally authorized to work in the jurisdiction in which the Supplier operates. Suppliers must comply, and ensure that their Employees comply, with all applicable immigration Laws. Suppliers are responsible to verify their Employees work authorization status, and to obtain and maintain proper records in support thereof. Employment terms must be in accordance with the employment contract if there is one and the worker must have access to the terms of any such contract. Only workers with a legal right to work in the country are to be employed.

7. Audits and Inspections

- Suppliers must keep and maintain appropriate records to demonstrate their compliance with this Code. GFM reserves the right to monitor Suppliers compliance with this Code, including the right to conduct, or have its representatives conduct inspections/audits (with or without notice) of Suppliers' facilities and records. Suppliers should provide access to Suppliers' facilities and all books and records to enable GFM to conduct a comprehensive audit, including the opportunity to conduct

confidential and private interviews with Suppliers' Employees.

Business Records

- Suppliers must accurately prepare, maintain, and report all business documentation required in the jurisdictions in which they conduct business.

8. COMPLIANCE AND VIOLATIONS

Acknowledgment of Compliance

As a condition of doing business with GFM, Suppliers are required to comply with this Code. In providing goods or services to GFM, each Supplier acknowledges the contents of this Code and agrees to comply, and continue to comply, with such requirements during their business relationship with GFM.

Violations

If GFM determines that a Supplier has violated or is in violation of this Code, GFM may require the Supplier to implement a corrective action plan, to the satisfaction of GFM and/or GFM may immediately terminate its business relationship with the Supplier. The violating Supplier or facility may be subject to immediate sanctions, including, the cancellation of orders, contracts and/or restrictions on future business.