

PILGRIM'S PRIDE CORPORATION
**VENDOR CODE
OF CONDUCT**

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Pilgrim's is committed to conducting business ethically, with integrity and in compliance with all applicable laws and regulations, as well as various international standards including OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, the Core Conventions of the International Labor Organization (ILO), the 10 Principles of the United Nations Global Compact, and the UN Sustainable Development Goals. Pilgrim's expects Vendors to demonstrate the same commitment to ethical business conduct and integrity by complying with such laws, regulations and international standards. Additionally, all Vendors must agree to abide by this Vendor Code of Conduct (the "Code").

COMPLIANCE WITH LAWS

Vendors must fully comply with all applicable laws and regulations, including Federal, State, local, and trade laws where products may be sourced. Pilgrim's USA expects Vendors business conduct to be consistent with the UN Sustainable Development Goals.



The Code must be read in conjunction with such applicable law and the contractual arrangement with the Vendor. If compliance with the Code would result in a violation of law or regulations, the Vendor must follow the law or regulation. If the Code conflicts with an agreement with a Vendor, the Vendor should seek advice from the Pilgrim's Ethics and Compliance Department before proceeding.

PRODUCT SAFETY AND QUALITY

Pilgrim's commits to providing safe and high quality food products to its customers. Vendors must comply with all Pilgrim's and government standards and requirements for food product safety and quality. Vendors should use best efforts to meet industry best practices and standards with respect to food product safety and quality.



ENVIRONMENTAL

Vendors must comply with all applicable environmental laws and regulations in the jurisdiction where the Vendor operates. Vendors should use best efforts to meet industry best practices and standards and responsibly manage the environmental impact of their operations.



ANIMAL WELFARE

Vendors must use humane procedures and sound practices designed to prevent the mistreatment of animals and ensure the proper handling and humane slaughter of animals.



ANTI-BRIBERY AND ANTI-CORRUPTION

Pilgrim's has zero tolerance for any form of bribery or corruption. Vendors must comply with all applicable anti-bribery and corruption laws.

Vendors may not directly or indirectly offer, promise, authorize, recommend or give Anything of Value to anyone if it is intended—or creates the appearance of intent—to induce or reward improper action or to obtain or retain undue advantages/benefits for Pilgrim's or the Vendor, either directly or indirectly.



Vendors subject to the U.S. Foreign Corrupt Practices Act are prohibited from making a facilitation payment without prior written approval from Pilgrim's. A facilitation payment is typically a small payment (or similar benefit) to a Government Official to cause the official to perform or expedite performance of a routine duty or function that the Government Official is required to perform.

GIFTS

Giving or receiving gifts to or from any employee of Pilgrim's must be in accordance with the Pilgrim's Gift and Conflict of Interest Policies. Gifts in cash or equivalents are not allowed. Entertainment and meals may be offered to Pilgrim's employees for legitimate business purposes, in accordance with the Pilgrim's Travel and Entertainment Policy. Further information on these policies is available upon request by sending an email to Pilgrims.Compliance@Pilgrims.com.



Vendors must not offer or accept gifts, entertainment and meals on behalf of Pilgrim's without prior written authorization.

CONFLICT OF INTEREST

Vendors shall disclose to Pilgrim's all actual or potential conflicts of interest arising from either personal or business relationships with Pilgrim's employees or others that conduct business with Pilgrim's.



POLITICAL CONTRIBUTIONS

Vendors shall not make political contributions or provide gifts to any candidate for public office, elected official, political party or committee on behalf of or as a representative of Pilgrim's. Vendors shall not express any political views on behalf of Pilgrim's.



FAIR COMPETITION

Vendors must comply with all laws regarding competition, antitrust and fair dealing in the jurisdictions in which the Vendor conducts business with or on behalf of Pilgrim's. Vendors shall avoid any agreements or actions in restraint of competitive trade, such as bid rigging, market allocation, or price fixing.



LABOR AND HUMAN RIGHTS

Vendors must comply with all labor laws, wage and hour laws and laws relating to non-discrimination in hiring, employment practices, harassment and retaliation. Additionally, Pilgrim's USA expects Vendors to be in compliance with the United Nations Principles on Business and Human Rights, the 10 Principles of the United Nations Global Compact, and the Core Conventions of the ILO.



Vendors must only employ workers who meet applicable minimum age and eligibility requirements in the jurisdiction. Vendors shall not use slave, child or forced labor. Pilgrim's expects Vendors to comply with ILO Forced Labor Convention No. 29, ILO Abolition of Forced Labor No. 105, ILO Minimum Age Convention No. 138, and ILO Worst Forms of Child Labor Convention No. 182.

Vendors must respect the right of workers to form or join a union or bargain collectively.

Pilgrim's values diversity and equal opportunity in the workplace and expects Vendors to adhere to ILO Discrimination (Employment and Occupation) Convention No. 111, and to embrace equal opportunity and diversity in their business practices.



HEALTH AND SAFETY

Vendors must comply with all safety and health laws, rules and regulations in the jurisdiction where the Vendors conducts business. Vendors must take reasonable measures to prevent workplace hazards. Vendors must provide a non-violent and safe work environment, free of threats, intimidation or physical harm.



CONFIDENTIALITY, INSIDE INFORMATION AND DATA PRIVACY

Vendors may only use confidential Pilgrim's information to perform work on behalf of Pilgrim's and shall not disclose the information unless required by law. Confidential information may only be shared with others within the Covered Vendor on a need-to-know basis.

Vendors may gain access to material, non-public information acquired through the Vendor's relationship with Pilgrim's ("Inside Information"). Vendors are prohibited from buying or selling securities of Pilgrim's or its affiliates while in possession of Inside Information or communicating to others Inside Information.

Vendors must follow all laws and regulations regarding the privacy of individuals, including employees and customers. Personal information should not be disclosed to anyone outside of Pilgrim's except as required by legal or regulatory process and as permitted by any applicable agreement.

Vendors shall not communicate publicly about Pilgrim's business or the goods or services being provided to Pilgrim's without specific authorization.

PROTECTING PROPERTY

Vendors must safeguard and protect Pilgrim's Property from theft, waste, cyber-attack or other threat of loss. Pilgrim's Property may only be used for Pilgrim's business.



To the extent a Vendor has access to a Pilgrim's email system or other form of electronic communication system, anything generated, received by or stored in one of these systems is property of Pilgrim's and Vendors should not expect privacy. Additionally, all Vendors with any type of electronic access must comply with the Company's applicable information technology policies, including Information Security, Email Usage, Network Access, and Internet Usage. Further information on these policies is available upon request by sending an email to Pilgrims.Compliance@Pilgrims.com.

BOOKS AND RECORDS

Vendors shall maintain accurate books and records relating to the business activities conducted for or on behalf of Pilgrim's.



REPORTING REQUIREMENTS

Vendors must notify Pilgrim's, as permitted by law, regarding: (1) the receipt of any subpoena, regulatory request, media inquiry or other Vendor request concerning Pilgrim's, and (2) any concerns, allegations, investigations or suspected violations of any law or regulation that relate to Pilgrim's business, or a violation of this Code, online or over the phone through any of the JBS Ethics Lines:

Pilgrim's U.S.

Phone: 888-536-1510

Online: [Pilgrims.ethicspoint.com](https://pilgrims.ethicspoint.com)

Pilgrim's Mexico

Phone: 001-844 281-3739 (ITFS)

Online: [Pilgrims.ethicspoint.com](https://pilgrims.ethicspoint.com)

Moy Park

Phone: 0808-234-9445

Online: [MoyPark.ethicspoint.com](https://moypark.ethicspoint.com)

Nothing in this section or the Code is intended to require reporting in violation of applicable law or regulation.

Pilgrim's strictly prohibits retaliation against anyone who makes an honest and good faith report about a known or suspected violation of the Code, law or regulation.



DEFINITIONS

Vendors shall disclose to JBS all actual or potential conflicts of interest arising from either personal or business relationships with JBS employees or others that conduct business with JBS.

“Anything of Value” includes cash and kickbacks (e.g., rebating a portion of a contract payment to Vendors or using consulting agreements to funnel payments to Vendors), gifts, educational assistance, travel and entertainment expenses, medical care, business opportunities, favorable contracts, options, economic rights or any other mechanism that could be used to transfer value.

“Vendor” includes: consultants, agents, lobbyists, law firms, accountants, advisors, resellers, distributors, brokers, marketing agencies, intermediaries, finders, referral partners, contractors, and any other third-party representatives that are engaged by JBS.

“Government Official” includes the following:

- 1) officers or employees of a government or any department, agency, or instrumentality thereof or of a public international organization, or any person acting in an official capacity for or on behalf of such person;
- 2) officers, employees or persons acting in an official capacity on behalf of a political party;
- 3) candidates for political office;
- 4) officers or employees of a state-owned or state-controlled company;
- 5) uncompensated honorary officials who have influence in the award of business;
- 6) any entity acting as an agent for a government agency;
- 7) officials, whether elected, appointed or under a contract, permanent or temporary, who hold a legislative, administrative, or judicial position of any kind in a country or territory;
- 8) people who perform public functions in any branch of the national, state, or local governments of a country or territory or who exercise a public function for any public agency or public enterprise of such country or territory; and
- 9) spouses and other immediate family members of any of the persons listed above.

“Pilgrim’s” consists of Pilgrim's Pride Corporation and all of its subsidiaries, including Pilgrim's Mexico (Avicola Pilgrim's Pride de Mexico S.A. de C.V.) and Moy Park Ltd.

“Property” means all of Pilgrim's assets, including Pilgrim's funds, credit cards, equipment, electronic devices, and information technology systems.

Supplier’s Acknowledgement

We, the undersigned and confirm that:

- a. We have received, taken note and will comply with the terms, expectations and standards set forth in this Code,
- b. We are aware of all relevant local, state and federal laws and regulations where our company operates, and
- c. We will report any violations of this Code to Pilgrim's.

Name of Company: _____

Name & Title: _____

Signature: _____

Date: _____