Docusign Envelope ID: 3CC58470-72E0-8DF8-81FE-7EAD302FCAEC

	FUNCTION GROUP: Supply Chain	**DATE ISSUED:** December 2022
	DOCUMENT OWNER: Autumn Bayles, EVP - Global Supply Chain & Group Purchasing Organization	**LAST REVISION DATE:** July 21, 2026
		Version 3

SUPPLIER CODE OF CONDUCT

SECTION	DESCRIPTION	PAGE
I.	Applicability	1
II.	Legal Compliance	2
III.	Employee Health and Safety	3
IV.	Employment Standards	3
V.	Business Practices and Ethics	6
VI.	Environmental Policy	7
VII.	Data and Intellectual Property	8
VIII.	Implementation	8
IX.	Consequences of Non-Compliance	8
X.	Reporting and Protection from Retaliation	8
XI.	Appendix	9

I. Applicability

This Aramark Global Food and Facilities Services Supplier Code of Conduct ("Supplier Code of Conduct") applies to all suppliers of goods and services to Aramark-operated locations across the globe as well as all Aramark-owned affiliates which provide group purchasing and/or procurement services for its customers and/or members. For purposes of this Supplier Code of Conduct, "Supplier" means any supplier, their employees, personnel, agents, and subcontractors. This Supplier Code of Conduct sets forth the Aramark guidelines and expectations with respect to key areas of responsible sourcing.

Content in this code is informed by Aramark's Statement on Human Rights in addition to the International Bill of Human Rights, the Universal Declaration of Human Rights, the UN Guiding Principles on Human Rights, and the principles covering the fundamental rights set out in the International Labour Organization's (ILO) Declaration on Fundamental Principles and Rights at Work. It establishes the

Docusign Envelope ID: 3CC58470-72E0-8DF8-81FE-7EAD302FCAEC

minimum standards our Suppliers must meet in order to conduct business with Aramark and/or its affiliates.

These standards may be revised from time to time by Aramark, and notice of such modifications will be posted to Aramark's external webpage at www.aramark.com/policy for the use of Aramark's Suppliers. Suppliers are responsible for checking for modifications and must comply with these standards to the extent applicable to Supplier's operations, and, where deficient, conform their conduct in a timely manner without the necessity of intervention by Aramark.

Supplier must require their next-tier Suppliers to acknowledge and implement this Supplier Code of Conduct in their operations and across their supply chains. Supplier shall take commercially reasonable steps to ensure that the expectations set forth in this Supplier Code of Conduct are conveyed to, and followed by, their employees, suppliers, agents and contractors to the extent applicable.

In furtherance of the foregoing, and by virtue of entering into a contractual relationship with Aramark, each Supplier represents and warrants that it shall comply with the following codes of conduct. In all cases where Aramark's requirements are more stringent than local legal requirements, Suppliers are required to meet Aramark's requirements.

II. Legal Compliance

Supplier will comply with all applicable laws and/or regulations of the countries in which it operates, including but not limited to the following:

A. Trade

Suppliers will follow all trade controls, as well as all export, re-export, and import laws and regulations

B. Antitrust

Suppliers will comply with laws that prohibit unfair business practices and promote vigorous competition that is free from collusion. These laws protect free trade and consumers' freedom of choice.

C. Boycotts

Suppliers will not participate in international boycotts that are not sanctioned by the United States government or applicable laws.

D. Anti-Corruption

Aramark complies with anti-bribery and corruption laws in every jurisdiction in which the company operates. In some countries, the law makes it a crime to pay a bribe to anyone (such as the UK Bribery Act). The U.S. Foreign Corrupt Practices Act (FCPA) and other laws prohibit direct or indirect payments or giving anything of value to government officials. Supplier will comply with all such applicable antibribery and corruption laws in the jurisdictions in which Supplier

Docusign Envelope ID: 3CC58470-72E0-8DF8-81FE-7EAD302FCAEC

operates. Supplier must have anticorruption policies and programs in place to verify compliance with all anti-bribery and corruption laws.

III. Employee Health and Safety

Supplier will provide a safe operating environment that meets the higher of either the applicable legal standards or industry workplace standards. Supplier will provide a safe and healthy working environment including written information and warnings that are in the language(s) spoken by workers. Safety training will be provided to create an environment to keep employees safe. Records will be maintained and the appropriate personal protection equipment will be accessible at all times.

Workers will be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Supplier or a labor agent will be maintained clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, reasonable personal space, and reasonable entry and exit privileges.

IV. Employment Standards

A. Child Labor

Supplier will not employ workers that are younger than 16 years of age, or the minimum age established by law, whichever is greater. Supplier will comply with all legal requirements for work of employees under 18 years of age, including, but not limited to, those pertaining to hours of work and working conditions. Unless applicable law imposes stricter requirements (in which case Supplier will comply with such requirements), Supplier will ensure that workers under age 18 are not allowed to work in a hazardous environment, handle hazardous materials, work for more than 8 hours per day, work primarily at night, or work in a manner that interferes with educational opportunities. Supplier will retain independent documentation of employee ages and where such documentation is not available, Supplier will employ other legitimate and reliable means for determining employee ages

B. Voluntary Employment

Supplier will only employ on a voluntary basis and will not recognize or participate in any forms of forced labor, including slavery, involuntary servitude, and forced and abusive labor practices. Engaging in forms of compulsory labor, or any other forms of slavery or human trafficking, is unacceptable. Supplier will demonstrate a commitment to human rights and implement practices that create a working environment supporting their commitments.

Supplier will ensure that throughout the hiring process and employment period, no forms of coercion are used, no deposits (monetary or otherwise) are collected, including monetary, original identification documents, travel documents, or other personal legal documents at any time from employees (including permanent, seasonal, temporary, migrant labor, and employees provided by agencies, recruiters or brokers). Supplier will use only legitimate and reputable

Docusign Envelope ID: 3CC58470-72E0-8DF8-81FE-7EAD302FCAEC

recruitment agencies that are properly licensed to operate under applicable law. It is Supplier's responsibility to monitor its contractors, agents, and employees used in recruiting or hiring other employees (including employment brokers or staffing agencies), to ensure that people seeking employment at their facilities are not compelled to work through force, deception, intimidation, coercion or as a punishment.

Supplier will not confine or subject employees to restrictions on freedom of movement. Supplier will not use or source raw materials or products associated with forced labor or human trafficking.

C. Wages and Employment Benefits

Supplier will pay employees in accordance with all applicable laws, including but not limited to the payment of mandated wage and overtime rates, allowances and benefits. Overtime will be paid as required by law and at the appropriate premium rates, and employees are not required to work overtime in order to earn minimum wage. Employees will be paid on time, in accordance with legal requirements; however, in the absence of more stringent requirements, in all circumstances, wages must be paid on at least a monthly basis. Where worker pay is contingent on the volume produced (piece rate, quotas, etc.), workers will always earn at least the equivalent of the applicable minimum wage for each 8-hour day and are not compelled to work more than 8 hours per day in order to earn the minimum wage. Where there is no legally mandated minimum wage, Supplier will ensure that workers earn at least the average wage in the particular industry or geographic area. Supplier will provide each employee with an itemized wage statement upon wage payment. The statement will include, at a minimum, amount of pay, pay period, rate of pay, regular and overtime hours worked, deductions, and benefits, if applicable.

Supplier will provide for all legally mandated benefits, such as public holidays, paid vacation, sick days, and maternity/paternity/family leave time.

Supplier, where legally required or reasonably possible or practical, must provide all workers (regular, temporary, seasonal, domestic and migrant) with a written contract in the language understood by the employee that includes a description of pay, job duties, benefits, disciplinary procedures, and notice periods. Where the provision of a written contract is not reasonably possible or practical, Supplier shall post key workers' rights and entitlements/terms of employment in the workplace in clear, understandable language and in the language(s) understood by workers.

D. Working Hours

Supplier will maintain reasonable employee work hours and provide breaks in compliance with applicable law. Supplier shall not force employees to work overtime, and will not punish, penalize, or dismiss employees for refusing to work overtime. Except in extraordinary circumstances or where different industry practices apply, supplier must provide workers with at least 24 consecutive hours of rest during every 7-day work period. Supplier shall not require a

Docusign Envelope ID: 3CC58470-72E0-8DF8-81FE-7EAD302FCAEC

work week over 60 hours, including overtime, unless operational circumstances require a temporary increase in working hours and Supplier provides compensatory time off or overtime compensation at a premium rate. Supplier will monitor break times and maximum hours of work to ensure compliance with applicable law and the protection of the health and safety of the worker. If the need for additional working hours arises, Supplier must ensure that: it is fully transparent about its working hours; those hours are worked voluntarily, in conditions that protect worker safety and health; it compensates all employees and works towards continuous improvement toward meeting the working hours requirements.

E. Fair Treatment / Non-Discrimination

Supplier will ensure that all personnel actions – including, but not limited to, hiring, remuneration, benefits, advancement, discipline, promotion, and termination – comply with the law and are taken without regard to race, color, religion, national origin, age, gender, disability, sexual orientation, membership, affiliation, or other classification of the individual unrelated to the ability to perform the job.

Supplier will not conduct medical tests on employees that can be used to discriminate. The results of any tests that are required by local legislation shall not be used in a discriminatory way.

F. Freedom of Association

Supplier recognizes the right of employees to choose to be represented or not, with the benefit of relevant information given differing views and consistent with local laws.

G. Migrant Labor

Supplier will ensure working conditions for migrant workers adhere to all laws and are comparable to other works performing substantially similar tasks. Legal status of migrant workers must be verified via a valid work permit issued by the appropriate governmental agency. Supplier will not hold official identity documents, including passports, work permits, and birth certificates, even upon the request of a migrant worker. Supplier will pay all fees related to services provided by third-party labor contractors or labor agencies.

H. Workplace Conduct

Suppliers must treat all employees with respect and dignity. No employees shall be subject to corporal punishment, physical, sexual, psychological or verbal harassment or abuse. Supplier will ensure it has a policy or code of conduct in place prohibiting sexual and other workplace harassment. Such policy or code of conduct must 1) expressly prohibit sexual and other workplace harassment in the Supplier's workplace or any work-related setting outside the workplace; 2) define sexual harassment and other harassment; 3) identify individuals and conduct covered by the policy or code of conduct; 4) include a complaint procedure that details how a potential violation can be reported and Supplier's responsive action protocol; and 5) prohibit retaliation against those who report potential violations or participate in an investigation of any complaint of harassment.

Docusign Envelope ID: 3CC58470-72E0-8DF8-81FE-7EAD302FCAEC

I. Land Rights of Communities

Suppliers will respect the land rights of communities, including indigenous peoples, where they operate and across their supply chain. All negotiations with regard to their property or land, including the use of and transfers of it, must adhere to the principles of free, prior and informed consent, contract transparency and disclosure. Suppliers must also make full effort to respect local community rights to their natural resources.

V. Business Practices and Ethics

A. Accurate Books and Reporting

All expense reports, accounts payable, invoice transmittals, inventory summaries, client billing data, payroll data, and any other similar documents or records must be complete, accurate, honest, and timely. Suppliers may not open or maintain any undisclosed or unrecorded corporate account, fund, or asset or any account with a misleading purpose.

B. Media

Suppliers must not speak for Aramark. Only designated company spokespeople are authorized to speak for Aramark or manage the process involving others.

C. Gifts and Entertainment

Providing or accepting gifts or entertainment can easily create the appearance of a conflict of interest, especially if the value of the gift or entertainment is significant. Sometimes, modest and appropriate entertainment such as business meals or attending local events can be a productive part of a business relationship, provided that the entertainment is not excessive, does not create the appearance of impropriety, and does not violate the law. There are many laws that prohibit providing even modest gifts, meals, or entertainment to a government employee, such as, but not limited to, an elected official or an official or employee of a state university, public school district, county hospital, sheriff's department, or government-owned business. Supplier will comply with all gifts and entertainment laws and will ensure that its employees and any agents acting on their behalf comply with these laws.

D. Conflicts of Interest

Suppliers must be honest and direct when answering questions from Aramark about relationships to any Aramark employee.

E. Insider Trading

Suppliers may not trade Aramark securities while in possession of material nonpublic information about Aramark. The use of inside information for personal financial benefit, or to tip others who may make an investment decision based on this information, is unethical and illegal. Even a casual conversation 6 resulting in disclosure without the intention of personal gain

Docusign Envelope ID: 3CC58470-72E0-8DF8-81FE-7EAD302FCAEC

conflicts with the best interests of Aramark, may violate securities laws, and could have serious consequences.

F. Labeling

Supplier is expected to only utilize clear, transparent, credible marketing claims as they pertain to environmental, social or health benefits of products/service. A Supplier making sustainability statements regarding its products, services, or packaging, such as “eco-friendly”, “sustainable”, “natural”, “green”, “compostable”, “biodegradable”, “recyclable” etc., must provide adequate substantiation of such assertion.

VI. Environmental Policy

Supplier will adhere to all applicable environmental laws of the country, region, and city of operation. Supplier will maintain documents and records which are in compliance with all laws and have all necessary permits required to operate. Supplier will have a plan and procedures in place for handling hazardous waste in a safe manner. Supplier ensures that relevant staff have been adequately informed about Supplier’s environmental impact and will train on Supplier’s environmental management system. Supplier will continue to minimize and monitor its impact on the environment where possible through reduction in greenhouse gas emissions, energy efficiency initiatives, reduction, and recycling of natural resources, including water, paper, and packaging materials.

Aramark has company-wide commitments around our climate impact and sustainable sourcing. Supplier will use commercially reasonable efforts to measure, manage and reduce emissions and climate impacts relating to its operations and shall cooperate with Aramark as we work to reduce our carbon footprint in line with science-based targets.

We have a Sustainable Sourcing Policy which covers priority areas including animal welfare, antibiotics stewardship, no-deforestation, sustainable seafood and single-use plastics. It is Aramark’s expectation that Suppliers perform in a manner consistent with this policy.

Supplier will refrain from harvesting, trading or utilizing any species designated as endangered, threatened or protected on the IUCN (International Union for Conservation of Nature) list or the CITES (Convention on International Trade in Endangered Species of Wildlife Fauna and Flora) appendices or any other local, regional, national international laws and regulations. Supplier will also ensure that its operations do not negatively impact such species.

Supplier is expected to understand the material environmental impacts of their operations/supply chain, develop a plan to mitigate those impacts/risks, and be able to communicate the same to Aramark upon request.

Supplier will use commercially reasonable efforts to ensure their operations and supply chain do not contribute to deforestation, peatland loss, or exploitation of people (NDPE), inclusive of legal and illegal deforestation.

Docusign Envelope ID: 3CC58470-72E0-8DF8-81FE-7EAD302FCAEC

At all times, Supplier must be truthful and accurate in its representations relating to climate impact and sustainable sourcing

VII. Data and Intellectual Property

Aramark requires suppliers to abide by all applicable data privacy and data security laws and regulations, including, where applicable, the European Union's General Data Protection Regulation, when handling personal information. Personal information provided by or on behalf of Aramark should only be used, accessed, processed, and disclosed as permitted by the supplier agreement. Aramark's supplier agreement also includes requirements related to: (1) safeguarding personal information and Aramark proprietary data; (2) responding to data security incidents; and (3) responding to data subject access requests, among other topics related to the security of personal information. Suppliers must likewise comply with Aramark's Artificial Intelligence Policy which can be found at www.aramark.com/policy

VIII. Implementation

Supplier is expected to ensure that the above standards, or standards comparable to those above, are applied to its own suppliers with equal rigor, with an overall goal of positively affecting business practices across a wide array of corporations in multiple industry sectors. Suppliers are expected to have appropriate management systems in place and take necessary steps to comply with this Code, including having transparency concerning their policies and practices and mechanisms to inform their own employees and suppliers of these practices. Aramark reserves the right to carry out the controls that it deems necessary to ensure that the Supplier implements the standards set forth in this Supplier Code of Conduct. This may include self-assessments by Supplier, an Aramark audit, and third-party audits of Supplier. Failure to comply, or failure to work with Aramark or a third party to correct noncomplying situations are grounds for termination by Aramark of the parties' business relationship.

IX. Consequences of Non-Compliance

Any employee, regardless of position or title, who violates any provision of this policy, may be subject to discipline, up to and including termination of employment. Contractor and agent violations may result in removal of assignment at Aramark.

X. Reporting and Protection from Retaliation

Supplier is responsible for prompt reporting of actual or suspected violations of law or this Supplier Code of Conduct. This includes violations by any employee or agent acting on behalf of either Supplier or Aramark. All violations should be reported to Supplier's direct Aramark contact.

To report a possible violation of this Supplier Code of Conduct, Supplier is encouraged to work with their primary Aramark contact in resolving their concern. Aramark will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported a possible violation. If it is not possible to work with the primary Aramark contact, please contact Aramark at 1-877-224-0411 from anywhere in the United States or you can go to www.aramarkhotline.com to submit your report anonymously online

Docusign Envelope ID: 3CC58470-72E0-8DF8-81FE-7EAD302FCAEC

If calling from an international country, please go to www.aramarkinternationalhotline.com to locate the correct number or to submit your report anonymously online.

XI. Appendix

Owner / Author	Autumn Bayles, EVP - Global Supply Chain & Group Purchasing Organization
Approved by	Blase Iaconelli, Vice President and Associate General Counsel
Interdependent Policies & Trainings	None
Revision History	Version 1 (Dec. 2022), Version 2 (July 1, 2023), Version 3 (Current, July 21, 2026)

DocuSigned by: Autumn Bayles C9FAFE89AC74466...
DocuSigned by: Blase Iaconelli E7BAE662B45E473...