

SUPPLIER CODE OF CONDUCT

At InClover our mission is to improve the health and happiness of companion animals through mindful, scientific development of innovative pet supplements.

In alignment with our mission and as a part of our ongoing sustainability efforts we have developed the InClover Code of Conduct (“the Code”) to ensure that all our business partners, suppliers, and manufacturers meet our basic expectations of doing business related to legal requirements, ethical practices, human rights, and environmental management. These standards are based on well-respected and recognized international standards, including:

1. Affordable and Clean Energy
2. Decent Work and Economic Growth
3. Responsible Consumption and Production

Compliance with these standards is an expectation of doing business with InClover, as the Code defines the non-negotiable minimum standards that we ask our suppliers and their sub-tier suppliers or sub-contractors (“the Supplier”), to respect and which to adhere.

InClover seeks to develop and strengthen partnerships based on a shared commitment of transparency, collaboration, and mutual respect. We recognize that our suppliers are independent businesses and the exclusive employers of their workers. However, the actions of our business partners can be attributed to InClover, affecting not only our reputation, but the level of trust we have worked hard to earn from partners, customers, and pet owners. While InClover appreciates that our suppliers operate in a variety of different legal, geographical, and cultural environments we expect all Suppliers to comply with the Code and hope that our Suppliers will strive to exceed these standards.

The standards of this Code are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a supplier and InClover. The following categories encompass the Code of Conduct.

1. Business Integrity and Anti-Corruption

InClover is committed to the highest standards of business integrity. We do not tolerate any practice that is inconsistent with the principles of honesty, integrity, and fairness, anywhere we do business.

Requirements

a. Compliance with Law

Suppliers' business activities shall comply with all applicable laws and regulations in the countries and jurisdictions in which they operate. This Code applies to activities in the locations where suppliers' goods are produced, where any related services are performed, and where the goods enter the supply chain.

b. Bribery

There is a prohibition of all forms of bribery, corruption, extortion or embezzlement and there are adequate procedures in place to prevent bribery in all commercial dealings undertaken by the supplier.

c. Conflicts of Interest

Suppliers will disclose to InClover any situation that may appear to be a conflict of interest and disclose if a worker from one of their family members, or a friend may have an interest of any kind in Supplier's business or any kind of economic ties with Supplier.

d. Records

The Supplier shall maintain transparent and up to date books and records to demonstrate compliance with this code and applicable governmental and industry regulations.

Working Toward

e. Intellectual Property

Supplier respects the intellectual property rights of others. Supplier takes appropriate steps to safeguard and maintain confidential and proprietary information or trade secrets of InClover and uses such information only for the purposes authorized for use by InClover.

f. Additional Standards

In addition to this Code, the Supplier is bound to any additional requirements as applicable to the materials or services to be delivered to InClover and the requirements of the Responsible Sourcing Guidelines.

g. Commitment to Continuous Improvement

Suppliers will commit to constant and continuous improvement, year after year, in sustainability performance.

h. Risk Management

Suppliers are expected to implement mechanisms to identify, determine and manage risks in all areas addressed by this Code and to all applicable legal requirements.

i. Fair Competition in accordance with Anti-Trust Laws

Supplier will comply with applicable competition laws and not disturb or hinder legitimate competition in any anti-competitive manner.

2. Human Rights

InClover expects our suppliers to conduct their activities in a manner that respects human rights.

Requirements

a. Voluntary Labor

Supplier employs all workers on a voluntary basis free from any threat of violence, threats of criminal penalty, and restrictions on freedom of movement. Supplier shall not use any prison, slave, bonded, forced, indentured, or debt induced labor, or engage in any other forms of compulsory labor, or any other forms of slavery or human trafficking.

b. Minimum Age

Under no circumstances will supplier employ workers under the age of 15 or under the minimum age for work or mandatory schooling as specified by the local law, whichever is higher. When young workers are employed, they must not do work that is mentally, physically, socially, or morally dangerous or harmful or interferes with their schooling by depriving them of the opportunity to attend school. In the case of hazardous work, the minimum age is 18.

c. Employment Practices

The supplier shall only employ workers who are legally authorized to work in their facilities and are responsible for validating workers' eligibility to work through appropriate documentation. All work shall be voluntary, and workers shall be free to leave work or terminate their employment upon reasonable notice.

Working Toward

d. Worker Documentation

Supplier does not require workers to deposit original identification documents, travel documents or any other personal legal documents upon commencing employment with Supplier.

e. Migrant Labor

Supplier recognizes the unique legal, social, and cultural situations that migrant workers face and will ensure that such workers are treated with dignity, respect, and in accordance with the same standards as apply to other workers.

f. Privacy

The Supplier shall respect the privacy rights of its workers whenever it gathers private information or implements worker monitoring practices.

g. Recruitment & Security

Supplier shall ensure that if third-party recruitment agencies are used, they are compliant with the provisions of this Code and the law. Suppliers recruiting foreign contract workers either directly or through third party agencies shall be responsible for payment of all recruitment-related fees and expenses. When the Supplier retains direct or contracted workers to provide security to safeguard its personnel and property, the Supplier will make sure that security personnel apply the standards in this code.

3. Fair and Equal Treatment

InClover believes all workers deserve an equal chance to succeed based on their hard work, talent, and commitment, and should always be treated with fairness and respect.

Requirements

a. Discrimination & Harassment

All workers are treated with respect and dignity. No worker is subject to any physical, sexual, psychological, verbal harassment, abuse, or other form of intimidation. There is no discrimination in employment, including hiring, compensation, advancement, discipline, termination, or retirement. Discrimination based on caste, national origin, ethnicity, religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation, health, disability, or pregnancy is prevented. Attention is paid to the rights of workers most vulnerable to discrimination.

Supplier does not conduct medical tests on workers that can be used to discriminate (e.g., pregnancy testing). The results of any tests that are required by local legislation shall not be used in a discriminatory way.

b. Grievance Mechanism

The Supplier shall provide all workers with transparent, fair, accessible and confidential procedures that result in swift, unbiased, and fair resolution of difficulties which may arise as part of their working relationship. Workers will be protected from retaliation for submitting such complaints.

c. Freedom of Association

Suppliers shall respect the rights of workers to associate or not to associate with any group, as permitted by and in accordance with all applicable laws and regulations.

Working Towards

d. Diversity and Inclusion

InClover expects its Suppliers to demonstrate a diverse workforce composition actively embracing workforce age, gender, race, national or ethnic origin, religion, language, political beliefs, sexual orientation, physical ability and promoting supply chain inclusion throughout their own supply chains.

e. Transportation

Supplier shall work collaboratively with workers to ensure their adequate access to necessary services. Any transportation provided by the Supplier or agent on Supplier's behalf must be safe and in compliance with legal requirements. Should the Supplier relocate the worker from the original point of hiring, the Supplier shall provide return passage to the origination location at no charge to the worker.

f. Training

Supplier provides staff training on non-discrimination policies and practices, including unconscious bias training.

g. Community

Supplier will ensure due diligence is undertaken to uphold individual, community or indigenous people's established rights to property and land.

4. Benefits, Compensation, and Hours

InClover expects Suppliers to provide workers with fair and equal compensation for hours worked, and that all work is conducted on a voluntary basis.

Requirements

a. Wages Benefit

Supplier pays workers on time, in accordance with legal requirements, and in all circumstances, wages must be paid on at least a monthly basis and in the name of the individual performing the work. Workers are provided with a total compensation package that includes wages, overtime pay, benefits and paid leave which meets or exceeds the legal minimum standards or appropriate prevailing industry standards, whichever is higher. In addition to their compensation for regular hours of work, workers shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate. Compensation terms established by legally binding collective bargaining agreements are implemented and adhered to without bias.

b. Working Time & Rest Days

The Supplier must ensure that its workers work in compliance with all applicable laws and mandatory industry standards pertaining to regular working hours, and overtime hours, including breaks, rest periods, holidays, and maternity and paternity leaves. In absence of law, the Supplier shall not require a regular work week over 60 hours, workers shall be allowed at least one day off after six consecutive days of work, and any overtime worked shall be voluntary and compensated at premium rate.

Working Towards

c. Employment Contract

Suppliers, where reasonably possible, must provide all workers (permanent, temporary, seasonal, domestic, and migrant) with a written contract in the appropriate language that includes a description of job duties, benefits disciplinary procedures, and notice periods. Where the provision of a written contract is not reasonably possible or practical, suppliers shall provide workers with a verbal description of the terms of their employment.

d. Wage Statement

Supplier will provide workers access to an itemized wage statement for each pay period clearly indicating the components of their compensation (hours, pieces, or units produced), including exact amounts for wages, benefits, incentives bonuses, and deductions. Deductions of pay other than those legally mandated, may not be made without the express and written consent of the worker, and under no circumstances may be made as a form of discrimination or punishment.

e. Living Wage

The Supplier shall ensure workers are provided a living wage, sufficient to meet basic needs for workers, and their entitled official dependents, and to provide some discretionary income.

5. Health and Safety

InClover expects the Suppliers operations, facilities, and procedures to protect and promote worker health and safety.

Requirements

a. Workplace Environment

The Supplier shall provide its workers with a safe and healthy working environment. At a minimum, potable drinking water, adequate lighting, temperature, ventilation, sanitation facilities, and personal protective equipment must be provided together with equipped workstations at no cost. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable laws and regulations.

b. Hazardous Materials & Product Safety

The Supplier shall identify hazardous materials, chemicals, and substances, and ensure their safe handling, movement, storage, recycling, reuse, and disposal. Supplier shall comply with material restrictions and product safety requirements set by applicable laws and regulations. Suppliers shall ensure that key workers are aware of and trained in product safety practices.

c. First Aid

Supplier shall establish and maintain appropriate first aid equipment at the facility and always make it available to workers. The location of the equipment shall be prominently marked and communicated to workers. Supplier maintains records of health and safety training and accidents and injuries at the workplace.

Working Towards

e. Emergency Preparedness

The Supplier shall be prepared for emergency situations. This includes worker notification an evacuation procedure, emergency training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment and adequate exit facilities. The Supplier shall regularly train workers on emergency planning, responsiveness as well as medical care.

f. Housing Conditions

If Supplier provides housing it must be voluntary or complementary, and dormitory facilities shall be constructed and maintained in accordance with all applicable laws and regulations, and they shall be clearly segregated from the factory and production area. All dormitory buildings shall be clean and safe, and workers shall be able to enter and leave the dormitory buildings freely at any hour. There shall be clean toilet facilities, access to potable water, and sanitary food preparation and storage facilities. All dormitory facilities shall also provide workers with reasonable personal space, adequate heat and ventilation and clean shower and bathrooms.

5. Health and Safety Continued

InClover expects the Suppliers operations, facilities, and procedures to protect and promote worker health and safety.

Requirements

d. Quality Assurance

Suppliers who produce ingredients, food, supplements, or other ingested products will formulate their products according to the Association of American Feed Control Officials (AAFCO) guidelines to ensure safety and quality.

Working Towards

g. Quality

Supplier must have a clearly documented and formal documented quality system in place (such as ISO 9001) to continuously improve outcomes produced for customers, including the incorporation of customer feedback (such as Net Promoter Scores - NPS).

6. Environmental Management

InClover requires its Suppliers to comply with all applicable legal environmental requirements and demonstrate continual improvement of its environmental performance.

Requirements

a. Environmental Permits & Reporting

The Supplier shall make sure that it obtains, keeps current, and follows the reporting guidelines of all the required environmental permits and registrations to be at any time legally compliant.

b. Resource Consumption, Pollution Prevention & Waste Minimization

The Supplier shall optimize its consumption of natural resources, including energy and water. Supplier shall implement and demonstrate sound measures to prevent pollution and minimize generation of solid waste, wastewater, and air emissions. Prior to discharge or disposal, supplier shall characterize and treat wastewater and solid waste appropriately and according to applicable laws and regulations.

c. Upstream Supply Partners & Contractors

Code shall fully apply to all subcontractors in the supply chain of the direct supplier. Direct suppliers will monitor and hold accountable all subcontractors.

Working Towards

d. Measurement & Monitoring

Supplier shall continuously monitor, and disclose to InClover, their energy and natural resource usage, emissions, discharges, carbon footprint and disposal of wastes and take a progressive approach to minimize negative impacts on the environment.

e. Training

Training is provided to all personnel on environmental policies and procedures to ensure effective implementation and compliance.

f. Environmental Management System (EMS)

Supplier has adopted a formal Environmental Management System with tracking, benchmarks, accountability, and reporting.

g. Sustainable Packaging

Suppliers who produce packaging or finished goods have sustainable and environmentally friendly packaging options for all customers. These suppliers will support InClover's goal to replace all packaging materials with sustainable alternatives by 2023.

h. Greenhouse Gas Emissions

Suppliers must have clearly documented goals for reducing carbon footprint and use of natural resources.

7. Communication and Reporting

Suppliers shall take appropriate steps to ensure the principles of this Code are communicated to their workers. Suppliers shall also take appropriate steps to ensure the principles of this Code are adopted and applied by their workers, suppliers, agents, and contractors.

Requirements

a. Books & Records

Suppliers shall maintain accurate and transparent books, records, and accounts to demonstrate compliance with applicable laws and regulations and this Code.

Resource Consumption, Pollution Prevention & Waste Minimization

b. Audits & Assessments

InClover reserves the right to audit compliance with this Code. Audits are facility inspections that include worker interviews and a review of supplier records and business practices. Such audits are conducted by InClover or its appointed partner. If an audit identifies a violation of this Code, supplier shall act promptly to correct the situation to InClover satisfaction, with a corrective action plan.

c. Reporting

Suppliers are responsible for prompt reporting of actual or suspected violations of law, this Code, and any contractual relationship with InClover. This includes violations by any worker or agent acting on behalf of either the supplier or InClover. You may report a violation via e-mail using the following address: quality@InClover.com or phone at 303.581.9619.

Working Towards

d. Origin

The supplier shall be capable to disclose all the potential sources of primary origins (country of origin) associated with goods and services. InClover reserves the right to ask the supplier to create, at a point of time, full supply chain mapping back to origin to facilitate assessment of upstream supply chain compliance.

e. Communicating & Training

Suppliers must inform workers about the expectations contained in this Code. This includes prominently posting the Code in the workplace in an area accessible to workers, conducting group or individual meetings to review and explain the Code, distributing explanatory pamphlets to workers, or communicating through on-line channels.

f. Public Reporting

Supplier provides publicly available information on:

1. Beneficial ownership of the company and (if applicable) Members of Board of Directors
2. Social and environmental performance (e.g., impact reports)



COMPLIANCE DECLARATION

We, the undersigned hereby confirm that:

We have received and taken due note of the contents of the InClover Code of Conduct.

We are aware of all relevant laws and regulations of the countries in which our company operates.

We will report to InClover any case of violations of the Code.

We will comply with the InClover Code of Conduct requirements based on a development-oriented approach and without amendment or abrogation.

We will inform all our workers and subcontractors of the content of the InClover Code.

COMPANY NAME: InClover

INDIVIDUAL NAME AND TITLE: Brian Burns - Operations Manager

SIGNATURE: *Brian Burns*

DATE & PLACE: 6/29/21

This document must be signed by an authorized representative of the Supplier & returned to InClover at quality@inclover.com