



CODE OF CONDUCT FOR SUPPLIERS



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The Chefs' Warehouse, Inc. Code of Conduct for Suppliers (this "Code") applies to all suppliers, and their respective subsidiaries, affiliates, contractors and providers (collectively, "Suppliers", "you" or "your"), of The Chefs' Warehouse, Inc. and its operating companies, subsidiaries and affiliates (collectively, the "Company").

As stated in the Company's Code of Business Conduct and Ethics (the "Code of Ethics"), the highest legal, moral and ethical standards of honesty, integrity and fairness are to be practiced in the conduct of the Company's affairs. In order to meet this standard, the Company requires each of its Suppliers, including, without limitation, each of their facilities, to operate and act in full compliance with this Code and with all applicable laws, rules and regulations in each jurisdiction where Supplier conducts business, including both domestic and foreign ("Applicable Law"). The Company sees this as an opportunity to extend good business practices throughout the supply chain and ultimately create a higher standard of business in the world.

Suppliers doing business with the Company shall:

COMPLY WITH APPLICABLE LAWS:

- Suppliers shall comply with all Applicable Law.

COMPLY WITH LIMITATIONS ON GIFTS AND GRATUITIES:

- To maintain high ethical standards and to avoid the appearance of impropriety, the Company's directors, officers and employees shall not give or receive payments or gifts in exchange for business opportunities with Suppliers, in accordance with the Company's Code of Ethics. Suppliers shall neither accept nor give payments or gifts to the Company's directors, officers, employees, contractors, or to third parties in exchange for business opportunities in accordance with the Company's Code of Ethics.

COMPLY WITH THE FOLLOWING CONDITIONS OF EMPLOYMENT:

- Compensation: Suppliers shall compensate their employees with wages and benefits in compliance with Applicable Law.
- Hours of Labor: Suppliers shall ensure that working hours are consistent with Applicable Law. If regulations do not address standard working hours, Suppliers shall ensure that work hours are not excessive or unfair.
- Forced labor: Suppliers shall not use forced labor.
- Child Labor: Neither Suppliers nor their subcontractors shall use child labor. Child labor is defined for these purposes as the employment of any person at any age younger than the legal minimum age for working in any specific jurisdiction.
- Discrimination: Suppliers shall not discriminate on the basis of race, color, national origin, gender, religion, disability, sexual orientation or other legally protected characteristics in their employment practices.



PROVIDE A SAFE WORKPLACE ENVIRONMENT:

- **Health and Safety:** Suppliers shall ensure that adequate accommodations for the health and safety of workers have been implemented and are maintained.
- **Security:** Suppliers shall comply with all Applicable Law with respect to product safety and maintain adequate security at all production and warehousing facilities to prevent dangerous exposures to health hazards or perilous cargo.

In addition, the Company would like to be informed of Suppliers' activities in certain areas of interest. Please include information related to your efforts regarding any environmental impact, social responsibility, and related initiatives together with a signed copy of this Code.

AUDITS AND VERIFICATION:

- The Company reserves the right to audit compliance with this Code and ensure verification of stated claims. This audit includes human rights, with a specific focus on human trafficking and slavery. The Company will audit its Suppliers annually and enforce this Code through a variety of audits if deemed necessary by the Company's risk management processes, including via third-party verification, access to facilities and relevant records, and any additional monitoring and enforcement measures the Company deems necessary on a case-by-case basis.
- The Company promotes and encourages all of its Suppliers to uphold the same standards and compliance measures when working with their supply chain.
- The Company specifically reserves the right to the following:
 - To require verification of impacts and internal controls through documentation and/or on-site visits.
 - To prioritize Suppliers that are aligned with the Company's environmental, social, and governance goals.
 - To reserve the right to terminate the relationship due to a lack of goodwill, adequate performance in these areas, or risk management capacity and capabilities.

Finally, the Company is aware that some parts of the world demonstrate better efforts regarding compliance with the above conditions of employment than others. If you are doing business with or in any country in areas of the world known for employing labor practices inconsistent with this Code, the Company asks that you remain mindful of the principles and obligations outlined in this Code and use best efforts to cease associating with any country or entity tolerating or employing such inconsistent labor practices.



Acknowledgement of this Code:

I, _____, as an authorized representative of _____ have read and agree to this Code.

Print Name

Print Title

Company Name

Authorized Signature

Date