The Wm. Wrigley Jr. Company takes great pride in making high quality confectionery products. We believe it is our social responsibility to conduct business in a manner that is consistent with the highest standards of business ethics and to hold our suppliers to the same high standards. This commitment is the foundation of our “Wrigley Way” of doing business. To maintain the Wrigley Way, our suppliers are expected to comply with the following standards and are encouraged to exceed the requirements set forth in this Code of Conduct.

**Child Labor**
Supplier does not employ individuals below the age of 16 years old, except if allowed by local law and such exception is consistent with International Labor Organization guidelines. Supplier maintains verifiable documentation of each individual’s date of birth or has some legitimate means of confirming each individual’s age.

**Guidelines:**
- Supplier complies with the laws and regulations related to minimum working age. No employee of any age, including apprentices or vocational students, may be employed in breach of local regulations governing the minimum age for work or the compulsory age for schooling.
- Where independent documents are not available, Supplier employs other legitimate and reliable means for determining employees’ ages.

**Compensation**
Supplier fairly compensates all employees by providing wages and benefits as required by all applicable laws.

**Guidelines:**
- Supplier ensures that wages paid for all hours worked meet at least the legal minimum wage or the local industry minimum standards for compensation, whichever is higher.
- Supplier meets all legal requirements for the payment of overtime and incentive rates.
- Supplier provides all legally mandated benefits without illegal deductions.
- Supplier communicates, orally or in writing, to all employees: wages, incentives, benefits, and bonuses to which all employees are entitled in that facility and under the applicable law.

**Fair and Equal Treatment**
Supplier does not engage in the use of physical, sexual, psychological, verbal or other abuse. In addition, all employees are treated with respect and dignity. Supplier’s terms and conditions of employment, including hiring, training, working conditions, compensation, benefits, promotions, discipline, termination or retirement, are based on the individual’s qualifications, performance, skills, and experience.
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Guidelines:
- Supplier maintains workplaces that are free from discrimination on the basis of race, age, gender, caste, political opinion, religion, marital status, sexual orientation, disability, maternity, or other status of the individual unrelated to the ability to perform the job.
- Supplier complies with all applicable laws that pertain to disciplinary practices.
- Supplier complies with all applicable laws that pertain to harassment and abuse.

Freedom of Association
Supplier respects the right of employees to form and join trade unions and bargain collectively in a lawful and peaceful manner in accordance with applicable law.

Guidelines:
- Supplier complies with all applicable laws that pertain to freedom of association and collective bargaining.
- Supplier does not subject its employees to harassment, intimidation, or retaliation in their efforts to freely associate or bargain collectively.
- Supplier provides confidential means for employees to raise grievances.

Health and Safety
Supplier complies with all applicable laws that pertain to health and safety in the workplace. Supplier adequately trains employees on applicable local workplace safety practices.

Guidelines:
- Supplier provides a safe, clean, healthy, and productive work environment, and – if provided – a safe and healthy living space, including appropriate lighting, temperature, ventilation and toilet facilities.
- Supplier properly manages handling of all dangerous substances and machinery.
- Supplier does not assign a job that by its nature or circumstances is likely to harm the health and safety of the employee.
- Supplier provides systems and training designed to help prevent accidents and injuries.
- Supplier provides appropriate personal safety equipment, adequate medical facilities, fire exits and extinguishers and safety equipment, well-lit and comfortable workstations, and clean restrooms.

Voluntary Employment
Supplier employs all employees on a voluntary basis and does not use any prison labor or slave labor, inflict any physical abuse, or engage in any other forms of compulsory labor.

Guidelines:
- Supplier does not require employees to deposit original passports, identity papers, travel documents or any other personal legal documents upon commencing employment with Supplier.
- Supplier does not use any forced labor, whether prison, bonded, indentured or
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Working Hours
Supplier complies with all applicable laws regarding regular working hours, overtime hours and benefits.

Guidelines:
• Supplier provides documentation to all employees indicating compensation, time worked (including overtime hours), pay rate, benefits, and any deductions.
• Supplier provides mandated rest days, holidays and vacation days.
• Under normal circumstances, Supplier grants to all employees a minimum of one day off within each seven-day period and does not require a work week over 60 hours.

Environment
Supplier complies with all applicable environmental laws and regulations of the country of its business. Supplier continually strives to improve environmental performance.

Guidelines:
• Supplier documents and maintains records related to such laws and regulations including environmental permits and reporting requirements.
• Supplier properly handles and stores hazardous materials and waste, and disposes of them in a safe and legal manner.

Ethical Business Practices
While laws and customs vary throughout the world, Supplier conducts its business in accordance with the highest standards of ethical behavior and in accordance with all applicable laws and regulations.

Guidelines:
• Supplier complies with all applicable legal requirements, whether local or foreign, that apply to foreign operations, including the U.S. Foreign Corrupt Practices Act. The Foreign Corrupt Practices Act generally makes it unlawful to give anything of value to government officials, foreign political parties, party officials, or candidates for public office for the purposes of obtaining or retaining business.
• Bribes or other means of obtaining undue or improper advantage are not to be offered or accepted by Supplier.
• Supplier does not give to any Wrigley employee or gift or donate on behalf of, or for the benefit of any Wrigley employee, anything of value in excess of $25, whether in cash or in kind. Any meals provided by Supplier to a Wrigley employee are moderate in value and are provided only in the course of Supplier’s business with Wrigley.
• Supplier will disclose to Wrigley any situation that may appear as a conflict of interest, and disclose to Wrigley if any Wrigley employee or family member may have an interest of any kind in the Supplier’s business or any kind of economic ties with Supplier.

otherwise. Forced overtime is prohibited.
• Supplier does not confine or subject employees to restrictions on freedom of movement.
Supplier does not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of fair competition laws or antitrust laws that govern the jurisdictions in which it conducts business.

Supplier respects the intellectual property rights of others, especially Wrigley, its affiliates, and business partners. Supplier takes appropriate steps to safeguard and maintain confidential and proprietary information of Wrigley and shall use such information only for the purposes authorized for use by Wrigley.

Other Responsibilities
Suppliers must not use subcontractors in the manufacturing of Wrigley products or product components without Wrigley's approval, and only after the subcontractor has agreed to comply with this Code of Conduct.

Suppliers are obliged to communicate the contents of these standards to their employees.

Compliance
Supplier complies with the legal requirements and standards of its industry under all applicable laws, and maintains accurate books and records demonstrating compliance with such laws and these standards, to the extent permitted by law.

To measure Supplier’s compliance with these standards, Wrigley reserves the right to conduct announced and unannounced on-site independent third-party audits of Supplier’s facilities, operations, books, and records and conduct confidential worker interviews in connection with such audits.

Upon receipt of any unsatisfactory audit results and Supplier’s failure to implement Wrigley’s recommended corrective actions, Wrigley, in its sole discretion, reserves the right to suspend any purchases from Supplier until corrective actions are implemented, or to terminate its relationship with Supplier.

The undersigned acknowledges their understanding of, and their compliance with, all applicable laws and the above Code of Conduct. Suppliers are expected to take necessary corrective actions to promptly remediate any noncompliance. Wrigley reserves the right to terminate its business relationship with any Supplier who is unwilling to comply with this Code.