

HF FOODS GROUP, INC.
SUPPLIER CODE OF CONDUCT

Last Revised August 23, 2022

HF Foods Group, Inc. and all of its operating companies, subsidiaries, divisions, and affiliated companies (“HFFG” or “Company”) require each supplier of goods and services to HFFG to conduct business in compliance with applicable laws, regulations, rules and ethical requirements and business practices. The term “goods” refers to all materials, parts, components, assemblies, products, and other goods offered or provided by suppliers.

This Supplier Code of Conduct (“Supplier Code”) sets forth the minimum standards of ethical business conduct and provides guidance applicable to HFFG’s suppliers.

Scope

This Supplier Code applies to all suppliers, vendors, and other third-party providers of goods and services to HFFG or to any of its operating companies, subsidiaries, divisions, and affiliated companies (“Supplier” or “You”).

The Supplier Code details HFFG’s requirements and expectations for our Suppliers across the globe. It is the responsibility of each Supplier to verify and monitor compliance with the Supplier Code throughout all of its operations and by all of its personnel, as well as other relevant third-parties.

Supplier will share this Supplier Code with its officers, directors, employees, and affiliates and will ensure their understanding and commitment to comply with this Supplier Code. Supplier will cause its officers, directors, employees, and affiliates to comply with this Supplier Code.

In addition, Supplier will provide a copy of this Supplier Code to its own suppliers, agents, vendors, and subcontractors that provide goods or services to Supplier that are used by Supplier in connection with the goods and services that Supplier provides to HFFG. Supplier will use reasonable efforts to ensure its suppliers, agents, vendors, and subcontractors understand this Supplier Code, agree to its terms and conditions, and comply with the policies therein. Supplier will not obtain goods or services from any such supplier, agent, vendor, or subcontractor that Supplier knows is conducting business in a manner that is not consistent with this Supplier Code.

HFFG reserves the right to verify compliance with this Supplier Code. This verification includes audit and monitoring rights as discussed in further detail below. If HFFG becomes aware of any actions or conditions not in compliance with this Supplier Code, including but not limited to issues found as a result of such audit and monitoring, then HFFG may require Supplier to take prompt corrective action. Further, any violation of or noncompliance with this

Supplier Code constitutes a material breach of the Supplier's agreement(s) with HFFG entitling HFFG to terminate the agreement(s) with the Supplier.

Business Ethics

Anti-Corruption

Most countries in which HFFG does business have laws that forbid making or offering any payment or anything of value to a government official in order to improperly influence the government official to secure an award or favorable regulatory treatment, retain business or gain an improper business advantage. Examples of such laws include the US Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act.

Supplier must comply with these laws, as well as all local and international anti-bribery and anti-corruption laws. No Supplier nor anyone acting on HFFG's behalf may offer, authorize, or provide a payment or benefit that is intended to improperly influence — or even appear to improperly influence — a government official or gain any unfair business advantage.

HFFG also prohibits "commercial bribery." Generally, commercial bribery is giving, offering, requesting, accepting, or receiving something of value to or from an individual or company to secure an improper advantage in a business context. HFFG prohibits any Supplier or anyone acting on HFFG's behalf from directly or indirectly engaging in any form of commercial bribery.

Other Laws

Supplier must adhere to and comply with all local, state, provincial, national and federal laws, regulations, codes, rules, orders and other legal requirements in the countries and jurisdictions in which they operate. This includes, but is not limited to, the laws of each country of origin of the Supplier's goods, each country where the Supplier stores, processes, manufactures, or sells any goods, and in each country where Supplier provides services and where Supplier's customers receive or access services.

Confidentiality and Intellectual Property

Supplier must protect and safeguard HFFG's proprietary and confidential information, including without limitation information concerning HFFG's business, financials, new product details and launch plans, supply chain, materials, processes, marketing, and personnel information, to protect the secrecy of such information. Any unauthorized access, use, disclosure or loss (including theft) of HFFG's proprietary and confidential information of which Supplier becomes aware must be immediately reported to HFFG.

Supplier may not provide, share, or deliver any HFFG technology or intellectual property to any third party without HFFG's prior written consent. All use, disclosure, and/or handling of HFFG trade secrets and other HFFG intellectual property will be solely for the benefit of HFFG and must be in accordance with the applicable agreement(s) between HFFG and the Supplier.

Conflicts of Interest

Supplier shall disclose to HFFG any situation that could constitute a conflict of interest, such as HFFG employees having professional, private and/or significant financial advantages or interests in any of the Supplier's businesses.

Unfair Competition

Supplier is expected to deal with HFFG in a transparent, fair, honest, and objective manner without favor or preference based on personal financial considerations or personal relationships and in compliance with applicable laws, including without limitation all antitrust and fair competition laws. Antitrust and competition laws generally prohibit arrangements with competitors that involve price fixing, prevention or restriction of free competition, and unfair trade practices.

Global Trade Controls Laws

Supplier must comply with all applicable import and export laws of any country where Supplier imports or exports goods, including but not limited to all export and import controls, prohibitions, embargoes, and sanctions applicable to certain products, persons, entities, and end uses.

Anti-Theft and Counterfeiting

Supplier must notify HFFG immediately if a third party offers Supplier any counterfeit, illegally diverted, or stolen goods, or if Supplier otherwise becomes aware of any such goods in the supply chain for items Supplier sold or intends to sell to HFFG.

Social Responsibility, Labor, and Human Rights

Anti-Human Trafficking and Slavery Policy

Supplier must not use any forced, bonded, involuntary slave, or indentured labor, or any involuntary prison labor. Supplier must comply with applicable laws, which may include the California Transparency in Supply Chains Act of 2010 and the UK Modern Slavery Act 2015.

Child Labor

Supplier must not use child labor. Supplier must only use or hire workers who meet or exceed the minimum legal age for employment as defined by applicable laws for the role, location and nature of their work.

Labor Rights Policy

Supplier must respect the rights of workers in compliance with applicable laws to (i) associate freely with labor unions, seek representation, and join work councils and (ii) to

communicate with management regarding working conditions without retaliation, threat of reprisal, intimidation, or harassment.

Supplier must pay all workers in compliance with applicable laws, including without limitation, any laws governing minimum wages, overtime, maximum hour limits, mandated breaks, mandated benefits, and timely communication about each for the foregoing.

Anti-Harassment Policy

Supplier must comply with anti-harassment laws. Supplier's workplaces must be free from actual or threatened harassment, abuse, corporal punishment, and coercion, including sexual harassment and abuse, verbal harassment and abuse, or mental and physical coercion.

Anti-Discrimination Policy

HFFG promotes and values a work environment free of verbal and physical harassment. This includes any unwelcome comments or actions regarding race, color, ethnicity, creed, ancestry, religion, sex, sexual orientation, age, gender identity or gender expression, national origin, marital status, pregnancy, childbirth or related medical condition, genetic information, military service, medical condition (as defined by applicable law), presence of a mental or a physical disability, veteran status or other characteristics protected by applicable laws.

Suppliers must provide a workplace free of harassment and discrimination and must comply with applicable laws and HFFG policies regarding harassment and discrimination in the workplace.

Health and Safety

Emergency Response

Supplier must identify and assess potential emergency situations in the workplace and in Supplier-provided housing that might adversely impact the health or safety of workers. Supplier must minimize the impact of such potential emergency situations by implementing emergency plans and response procedures, including without limitation evacuation procedures in the event of an emergency.

Worker Safety and Training

Supplier must comply with applicable health and safety laws, including without limitation the laws that (i) require safety management systems be in place to prevent work-related personal injuries, (ii) protect workers from exposure to chemical, biological, physical and other hazards, and (iii) providing appropriate physical protection for workers, including, but not limited to, hearing protection, eye protection, gloves, and masks.

Supplier must educate, train, and protect workers on exposure to workplace hazards and physically demanding tasks that workers may confront in the workplace, including without limitation any such education, training and protection required by law.

Environmental Responsibility

Government Authorization

Supplier must comply with applicable environmental laws and all of Supplier's government issued permits, licenses, registrations, restrictions and authorizations (collectively, "Permits"). Supplier must adhere to any operational and reporting requirements related to such Permits.

Hazardous Materials

Chemicals and other materials posing a hazard to humans or the environment must be identified, labeled and managed as required by applicable law, including without limitation, to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

Waste, Emissions, Spills and Releases

Supplier must deploy and implement systems, processes and procedures to ensure the safe handling, storage, transfer, recycling, reuse and management of waste, air emissions, and wastewater, in each case as required by applicable laws.

Sustainability

Supplier must reduce its environmental footprint through minimizing its use of synthetic materials, natural resources, and the environmental impact of its activities as much as practicable. Supplier should strive to reuse resources and utilize renewable energy to the best of its means.

Supply Chain Transparency and Management

Supply Chain Management and Business Continuity

Supplier is expected to develop and implement appropriate plans, processes, and management systems to facilitate continual improvement to ensure the ongoing ability to supply quality goods and services to HFFG on an uninterrupted basis.

Audit Rights

HFFG reserves the right to audit Supplier's books and records and inspect Supplier's facilities (including without limitation its manufacturing facilities) to assess Supplier's compliance with this Supplier Code and the agreement(s) between Supplier and HFFG. Supplier must permit HFFG to enter its premises and to review its business books and records, communications, and policies, and interview its personnel to conduct such audit and inspection. Any such audit and inspection will be at the reasonable request by HFFG at a mutually agreeable time that will not unduly interfere with Supplier's operations.

Commitment and Accountability

Supplier must demonstrate commitment to and accountability for this Supplier Code by participating in training related to the topics covered by this Supplier Code as reasonably required by HFFG from time to time, and also by providing to HFFG certification of compliance upon request.

Documentation and Record-Keeping

Supplier must maintain accurate and complete documentation and records to demonstrate compliance with the requirements set forth in this Supplier Code and applicable laws. All business and financial records related to Supplier's relationship with HFFG must be retained in compliance with applicable laws.

Quality Assurance

Supplier must meet contractually agreed upon quality requirements for the goods and services that Supplier provides to HFFG, including without limitation the warranties in Supplier's agreements with HFFG. Supplier must also meet all quality requirements under applicable laws, including without limitation, quality requirements directed to health and safety.

Supply Chain Security

Supplier must meet acceptable warehouse, transportation, and cargo security standards as required by applicable laws, including without limitation, such standards as are set forth by Customs authorities in the United States and other applicable jurisdictions.

Supply Chain Transparency

As reasonably requested by HFFG, Supplier must provide information regarding its supply chain to support HFFG's compliance with manufacturing and regulatory requirements.

Packaging, Labeling, and Delivery

Supplier must retain the packaging integrity and labeling implemented or approved by HFFG for all finished products and may not repackage or relabel any product without HFFG's express written approval. Packaging for HFFG products must be designed to prevent destruction, deterioration, product contamination, and/or damage in transit. Packaging materials must comply with applicable laws.

Reporting Violations

Supplier must report to HFFG any suspected, potential, or actual violations of this Supplier Code so that HFFG may take appropriate actions, including actions required by law. HFFG's Legal Department reserves the right to investigate any potential or actual violation

reported and to take appropriate action. Supplier agrees to cooperate fully and faithfully with any investigation, inquiry, or audit in connection with a potential violation of this Code.

Training

Supplier must make available a training program to comply with this Supplier Code. At the request of HFFG, Supplier must supply to HFFG training documentation records.

Additional Resources and Questions

If you have any questions about this Policy, please contact your HFFG business contact or HFFG's Legal Department at:

HFFG Legal Department
Attn: General Counsel and Chief Compliance Officer
christinechang@hffoodsgroup.com