

SYSCO CORPORATION SUPPLIER CODE OF CONDUCT

Overall Standard

This Sysco Corporation Supplier Code of Conduct (this “Code”) applies to all vendors and suppliers of Sysco Corporation and its operating subsidiaries, affiliates and divisions (collectively, “Sysco”), including the merchandising affiliate of Sysco Corporation, Sysco Merchandising and Supply Chain Services, Inc.

As stated in Sysco’s Code of Conduct (“Sysco’s Code of Conduct”), the highest legal, moral and ethical standards of honesty, integrity and fairness are to be practiced in the conduct of Sysco’s affairs. In order to meet this standard, Sysco requires each of its suppliers and each of their facilities that supply goods to Sysco to operate and act in full compliance with this Code and with all applicable national, state, provincial, regional, local and other laws and regulations (“Applicable Law”). This Code also applies to affiliates and subcontractors of suppliers and to their respective facilities to the extent those facilities supply goods for ultimate sale to Sysco.

If a supplier is in compliance with Section 1, *Legal Requirements*, with respect to employees working at facilities located in the United States, Canada or the European Union, it will be deemed to be in compliance with Sections 3, 4, 5, 6, 7 and 8, respectively, and compliance with those sections will be measured by compliance with Applicable Law of the United States, Canada or the European Union, as applicable, regarding the subject matter of those sections of this Code.

Specific Requirements

1. Legal Requirements. Sysco suppliers must comply with all Applicable Law in the countries in which they operate.
2. Limitations on Gifts and Gratuities. To maintain high ethical standards and to avoid the appearance of impropriety, Sysco directors, officers and employees will not give or receive payments or gifts in exchange for business opportunities with customers, vendors, suppliers, governmental entities or other Sysco employees, in accordance with Sysco’s Code of Conduct and Section VI of the Guidelines for Multinational Enterprises published by the Organization for Economic Co-operation and Development (the “Guidelines”). Sysco vendors and suppliers will neither accept nor give payments or gifts to Sysco directors, officers or employees or to third parties in exchange for business opportunities in accordance with Sysco’s Code of Conduct and Section VI of the Guidelines. Sysco’s Code of Conduct may be found at <http://www.sysco.com/investor/governance.html>. If a supplier is in compliance with Sysco’s Code of Conduct and Section 1, *Legal Requirements*, with respect

to employees working at facilities located in the United States, Canada or the European Union, it will be deemed to be in compliance with Section 2 with respect to such facilities and employees.

3. Human rights. Sysco will only initiate and renew contractual relationships with suppliers that do not violate basic human rights, as defined in the United Nation Declaration of Human Rights (“UNDHR”), the Core Conventions of the International Labor Organization (“ILO”), and the ILO Declaration on Fundamental Principles and Rights at Work.

4. Child Labor. ILO Core Convention No. 138 generally does not permit children under the age of 15, or 14 in less developed countries, with certain exceptions noted therein, to work in any occupation. Sysco expects its suppliers to conduct their respective businesses that produce goods for Sysco in full compliance with this stated principle.

5. Freedom Of Association. Sysco suppliers must provide their employees with the right to freely associate and organize and to bargain collectively in with accordance applicable and ILO Core Conventions Nos. 87 and 98 where not prohibited under Applicable Law or required by international agreements.

6. Forced Labor - Physical Coercion. Sysco will not knowingly work with any supplier that uses forced, bonded, indentured or slave labor nor will Sysco knowingly tolerate the use of physical or mental coercion or corporal punishment.

7. Wages and Benefits. Sysco’s intention is to do business only with suppliers that comply with any Applicable Law concerning minimum wage and overtime legal requirements and suppliers will comply with all such requirements. In countries that set a maximum work week, suppliers will comply with such requirements.

8. Discrimination. In accordance with ILO Core Conventions Nos. 100 and 111, and in accordance with Article 2 of the UNDHR, suppliers must not discriminate at its supplier facilities on the basis of race, gender, religion, ethnicity, nationality or political beliefs. In addition, suppliers must not discriminate on any other basis prohibited by Applicable Law.

9. Health and Safety. Sysco requires that all facilities where goods are produced for Sysco must provide a safe and healthy work environment for all the employees. When housing is provided, it should also be clean and safe.

10. Environment. Sysco has a commitment to the communities in which it operates and a responsibility for the environments we impact. Sysco seeks to work with suppliers that share this commitment.

11. No Retaliation. Sysco suppliers will employ a no retaliation policy that permits workers to speak with Sysco staff without fear of retaliation by supplier management. Sysco suppliers will seek suppliers that will also follow this no retaliation policy.

12. Confidentiality. Sysco suppliers will keep all business arrangements, supply agreements and Sysco customer information confidential including pricing and marketing allowances and all SYSCO® Brand product specifications; and such information will not be released to third parties without the prior written consent of Sysco unless compelled by a court of competent jurisdiction. This restriction will not apply to information known to a supplier which now or subsequently becomes known to the public through no fault of the supplier and applies to agents and employees of Sysco suppliers, including brokers and their personnel.

Monitoring and Enforcement

Sysco commits to independent third party monitoring of its suppliers. As a condition of doing business with Sysco, a supplier must allow Sysco and/or its representatives or agents unrestricted access to each of its facilities and to all relevant records at all times, without advance notice, for the purpose of monitoring compliance with this Code. Sysco and/or its representatives or agents will comply with supplier's reasonable safety rules applicable to presence at supplier's facilities.

If a supplier violates this Code, either generally or with respect to a particular supplier facility, Sysco may either terminate its business relationship, generally or with the affected facility, or may require the affected facility to implement a corrective action plan. Sysco will continue to develop its monitoring systems to assess and ensure compliance with this Code.