



Traeger Vendor & Supplier Code of Conduct

Traeger's Responsible Sourcing Commitment

Traeger is committed to working with partners that share our commitments to safe working conditions, fair treatment of workers, environmental stewardship, and business ethics. To this end, Traeger has developed this Vendor and Supplier Code of Conduct (“Code”) outlining specific requirements for third parties that produce and/or provide products and services to Traeger (together “Suppliers”) to adhere to these principles.

Traeger mandates that Suppliers adopt this Code and/or establish the necessary management systems to ensure compliance with this Code and applicable laws and regulations.

Violations of this Code will result in the issuance of corrective actions and a re-evaluation of the Supplier's selection and retention. Where appropriate and consistent with applicable laws and contractual term, violations of this Code may result in termination of a Supplier's relationship with Traeger.

Safe Working Conditions and Fair Treatment of Workers

Wage and Benefits

Suppliers shall comply with all local wage and benefit laws and pay at least the legal minimum wage or the prevailing wage, whichever is higher. Overtime pay will be calculated at the legal rate whether compensated by hour or piece rate and paid at a premium rate.

Working Hours

Suppliers shall comply with local laws regulating work hours, vacation, leave periods and holidays. The regular work week shall not exceed 48 hours and, other than in exceptional circumstances, the total of regular and overtime hours shall not exceed 60 hours. Workers shall not be required to work more than the legally permitted regular and overtime hours, and all overtime work will be consensual. Suppliers shall disclose to Traeger any situations where workers are expected to work in excess of local laws and regulations. Suppliers shall not request overtime on a regular basis and shall compensate all work at a

premium rate. The supplier shall provide reasonable rest periods and at least 24 consecutive hours of rest in every seven-day period, or more if otherwise required by local law.

Forced Labor and Human Trafficking

Suppliers shall not use forced, bonded, indentured or prison labor for any parts of production of Traeger products. Suppliers shall not traffic in persons or employ the use of slave labor, bonded labor, indentured labor, or involuntary convict labor. This includes the transportation, harboring, recruitment, transfer, or receipt of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of exploitation. Workers shall not be required to hand over passports or identification documents or pay recruitment-related fees.

Child Labor

Suppliers shall not employ any person under the age of 15 or under the age for completion of compulsory education, whichever is higher. All local child labor laws concerning work hours, wages, minimum education, internship, and apprenticeship, and working conditions shall be followed. Suppliers shall maintain “proof of age” documents.

Non-Discrimination

Suppliers shall employ workers solely based on their ability to perform the required work and shall not discriminate in hiring, compensation, advancement, discipline, termination, or retirement on the basis of age, gender, racial characteristics, disability, sexual orientation, maternity or fertility status, marital status, political opinion, social group, nationality or ethnic origin, religious or personal beliefs.

Freedom of Association

The rights of workers to associate freely, to join or not join labor unions, to seek representation, and to join workers’ councils in accordance with local laws shall be respected. Workers shall be free to organize and bargain collectively without interference or intimidation. Mechanisms shall be established wherein workers can express concerns without fear of retaliation.

Harassment and Abuse

We expect our Suppliers to treat their employees with respect and dignity. Suppliers shall refrain from harsh or inhumane treatment including any harassment (whether verbal or physical), sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers, or threats of any such treatment. Disciplinary policies and procedures in support of these requirements must be clearly defined and communicated to workers. Suppliers shall maintain accurate records concerning all disciplinary actions.

Employee Health and Safety

Suppliers shall comply with all legally mandated standards providing a clean, safe, and healthy work environment with sufficient conditions to prevent accidents and injuries. Appropriate accommodation shall be provided to female workers in connection with pregnancy and maternity responsibilities, and to young workers.

Worker Grievance Procedure

Suppliers shall maintain functioning grievance mechanisms for workers, including at least one confidential reporting channel, with documented resolution procedures. Workers will not be retaliated against by management for the use of grievance mechanisms. Workers are also permitted to report policy violations or report grievances to Traeger – responsiblesourcing@traeger.com.

Environmental Stewardship

Environmental Management

Suppliers shall comply with all laws related to the environment. Suppliers shall adopt measures to mitigate negative impacts the operation has on the environment, and should strive to conserve resources and reduce waste and emissions through recycling and other energy conservation measures.

We expect our Suppliers to hold all applicable environmental permits and licenses, and maintain procedures for notifying local authorities in the event of an environmental accident. Suppliers must promptly develop and implement plans and programs to correct any non-legally non-compliant environmental practices (including updating practices to comply with any new or updated environmental regulations).

Materials Sourcing

Suppliers shall work to prevent detrimental impacts to the environment and surrounding communities caused by raw materials extraction. Traeger expects suppliers to support Traeger's traceability efforts by preventing the sourcing of all raw minerals and materials known to contribute to conflict and/or environmental degradation. This provision is supported by the 'Unauthorized Subcontracting' provision below.

Product Quality and Safety

Suppliers shall ensure that all products supplied to Traeger comply with the applicable regulations and legislation related to food quality and safety and necessary permits. Suppliers shall immediately inform Traeger about any information or suspicion related to food safety. A quality and food safety management system shall be maintained according to HACCP principles and current legislation.

Business Ethics

Compliance with Laws

Traeger strives to do business with Suppliers who embrace our high standards of ethical business behavior and who demonstrate commitment to those standards through rigorous practices. We expect our Suppliers to comply with all laws, rules and regulations applicable to their operations, particularly those laws that relate to their work with Traeger.

Transparency

Suppliers shall be transparent, accurate and ethical in reporting their operations, policies, procedures, and records. As discussed in detail below, Suppliers will allow inspection of their facilities and records

by approved third-party inspectors to verify compliance with this Code and applicable legal requirements. Suppliers are required to disclose the identity, physical location, and ownership of all factories or facilities that will providing material or production inputs for Traeger products.

Recordkeeping

Suppliers shall be transparent, accurate and ethical in reporting their operations, policies, procedures, and records. All Supplier records related to Traeger must be complete, accurate and reliable in all material respects. Records include financial records, personnel records, records relating to Traeger product, raw materials, or inventory, manufacturing and regulatory submissions and all other records maintained in the ordinary course of business. Suppliers may not make false or misleading statements to Traeger, verbally or in writing.

Anti-Bribery and Gifts & Hospitality

In addition to prohibiting bribery directly by employees, Traeger also prohibits corrupt payments and bribery by or through Suppliers. We expect our Suppliers to comply with all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act 2020, China’s Criminal Law, and any other similar laws that apply to our operations. We also expect our Suppliers to cooperate in Traeger’s due diligence procedures and other compliance requirements.

If a Supplier is authorized to engage in gift and hospitality practices related to their work with Traeger, we expect all such gifts and hospitality to be consistent with local practices and comply with local law. Gifts and hospitality may not be used as an improper *quid pro quo*, bribe, or to otherwise improperly influence, induce, or reward business decisions.

Trade Controls and Anti-Money Laundering

When dealing with Traeger, we expect our Suppliers to comply with all applicable export control laws, economic and trade sanctions laws, antiboycott laws, anti-money laundering laws, and any related licensing requirements. No Supplier will source Traeger with inventory, materials or services, directly or indirectly, from any country, person or entity that appears on the Specially Designated Nationals and Blocked Persons List, as maintained by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury or is otherwise subject to OFAC sanctions or other applicable trade or economic sanctions. Suppliers are prohibited from dealings with comprehensively U.S. sanctioned markets in any way related to Traeger, including the Crimea region of Ukraine, Syria, North Korea, Cuba, and Iran.

Suppliers will comply with all applicable customs and import laws, and take necessary steps to prevent illegal trans-shipments of products and non-manifested cargo, including drugs, weapons, illegal aliens, and other sorts of contraband.

Conflicts of Interest and Corporate Opportunities

Traeger expects its Suppliers to avoid all conflicts of interest or perceived conflicts of interest related to Traeger – i.e., instances where the Supplier’s personal interests (including the interests of the Supplier itself or the Supplier’s employees, officers, or directors) interfere or appear to interfere with Traeger’s

interests. All actual or potential conflicts of interest related to Traeger should be promptly reported to Traeger.

Suppliers are prohibited from directly or indirectly taking personally for themselves opportunities that are discovered through their relationship with Traeger; from using Traeger assets, property, information or positions for personal gain; or from competing with Traeger for business opportunities.

Data Privacy

Suppliers are expected to comply with all national laws concerning data privacy. Suppliers shall maintain effective data security controls to prevent the loss or theft of any data or information shared by Traeger for business purposes. Transfer of technology and expertise must be done in a manner that protects intellectual property rights.

Confidentiality

As a trusted partner, Traeger expects its Suppliers to uphold confidential information related to Traeger or obtained in the course of the Supplier's relationship with Traeger. Confidential information includes all non-public information that might be of use to competitors, or, if disclosed, harmful to Traeger or its collaborators, customers, or suppliers. Suppliers a duty to safeguard all confidential information obtained as part of its work with Traeger, except when disclosure is authorized or legally mandated.

Code Enforcement

Subcontracting

It is the direct Supplier's responsibility to ensure its subcontractors' compliance with the standards and requirements set forth in this Code.

Supplier Reporting

Supplier agrees to provide documentation of its compliance to Traeger upon Traeger's reasonable request.

Suppliers must promptly report any known violations to of this Code to Traeger.

Supplier Auditing

Traeger may visit, and/or have external monitors visit Suppliers' facilities with or without notice, to assess compliance with this Code and to evaluate Suppliers' documentation, records, procedures, environmental practices, and worker practices. This audit standard should be communicated to all Supplier factories and facilities.

In the event of any reported or substantiated violation of any of the terms or obligations outlined in this Code, Supplier further agrees to undergo, at its own cost, an audit by a third-party identified by Traeger in its sole discretion, to determine any and all areas of non-compliance. Supplier shall work with the third-party auditor and Traeger in good faith to resolve any identified deficiencies and violations in a timely and effective manner.

Supplier Acknowledgement

By signing this document, Supplier represents and warrants that it 1) has adequate resources to comply with the terms and obligations set forth above, 2) is presently in compliance with all terms of the Supplier Code of Conduct, and 3) keeps adequate records to substantiate such compliance.

Agreed and acknowledged:

By: _____

Company Name: _____

Title: _____