

Annual Report on Compliance with the Fighting Against Forced Labour and Child Labour in Supply Chains Act

- Reporting entity's legal name: **The Original Cakerie Ltd.**
- Financial reporting year: January 1, 2023-December 31, 2023
- Identification of a revised report: n/a
- Business number(s), if applicable: BC1309720
- Identification of a joint report, if applicable: n/a
- Identification of reporting obligations in other jurisdictions: n/a
- Entity categorization according to the Act: exceeds \$20MM in assets in Canada; exceeds \$40MM in revenue; and employees at least 250 employees on average
- Sector/industry: bakery manufacturing
- Location: Delta, British Columbia and London, Ontario

In the past year, The Original Cakerie Ltd. has:

- Maintained internal controls to ensure all of its workers are recruited voluntarily
- Implemented child protection policies and practices in its hiring practices
- Developed and implemented anti-forced labour and/or child labour contractual clauses for its supplier contracts

Requirement (a) – Structure, activities and supply chains

Entity Structure and Activities. The Original Cakerie, Ltd. is a limited company incorporated in the Province of British Columbia, Canada, wholly owned by BCPE North Star Canada Holdco, Inc., operating without subsidiaries. The company operates two bakery manufacturing sites located in Delta, British Columbia, and London, Ontario, specializing in the production of premium desserts. The Original Cakerie Ltd. manufactures premium desserts for sale to retailers (e.g., club, chain, and other grocery stores) and foodservice restaurants and distributors. The Original Cakerie relies on a global supply chain, procuring materials from various sources under purchase orders.

The Original Cakerie Ltd. (Registration ID: BC1309720) has a financial reporting year from January 1 – December 31. The Original Cakerie Ltd. has a place of business in Canada; does business in Canada; and has assets in Canada. Specifically, it has at least \$20MM in assets in Canada; has generated at least \$40MM in revenue in at least one of the last 2 most recent financial years; and employs an average of at least 250 employees for at least one of the last 2 most recent financial years.

The Original Cakerie Ltd. relies on a global supply chain for the raw materials needed to produce premium desserts. All Tier 1 suppliers are located in North America. Tier 2, 3, and beyond are sourced from both North America and outside North America. Dairy and eggs, two of The Original Cakerie's largest raw materials, are sourced from North America. We have tier 2, 3, and beyond suppliers for cocoa and sugar from Africa and Central and South America, respectively.

Requirement (b) – Policies and due diligence processes

Policies and Due Diligence Processes. The Original Cakerie Ltd.'s Code of Conduct explicitly prohibits forced labour, human trafficking, and underage labour. It emphasizes the freedom of workers to engage in employment willingly and the right of employees to terminate employment without penalty.

All purchase orders include The Original Cakerie's Supplier Code of Conduct which mandates compliance with all applicable laws related to human rights, environmental protection, and anti-corruption by vendors and their subcontractors. It also expressly prohibits suppliers from employing anyone under the applicable legal working age and from using forced or involuntary prison labour. The Supplier Code of Conduct also provides that vendors will not use or tolerate any forms of physical or sexual harassment or abuse of their employees. Relevant sections from The Original Cakerie's Code of Conduct and Supplier Code of Conduct are included in Appendix A.

Requirement (c) – Forced labour and child labour risks

Risk Assessment and Management. To date, no specific risks of forced or child labour have been identified within The Original Cakerie's operations or supply chain in Canada.

Within its own activities, the risk of forced or child labour is low because The Original Cakerie reviews all employee applicants' identification cards and social insurance numbers prior to hiring employees to ensure applicants are at least 18 years old and legally permitted to work in Canada.

Outside of its internal operations, while it has not identified specific issues, the risk of forced or child labour is higher due to The Original Cakerie's purchase of some raw materials and ingredients from North American suppliers that acquire raw materials ingredients from lower tier suppliers involved in farming operations outside of North America.

The Original Cakerie's due diligence processes are always under review to enhance its capability to identify and manage potential risks proactively.

Requirement (d) – Remediation measures

Remediation Measures. The Original Cakerie Ltd. has not identified any instances of forced or child labour within its organization or supplier chains; therefore, no remediation measures have been necessary.

Requirement (e) – Remediation of loss of income

Support for Vulnerable Families. The Original Cakerie Ltd. has not identified any instances of forced or child labour within its organization or supplier chains, therefore, no measures have been made to address loss of income for vulnerable families.

Requirement (f) – Training

Employee Training. All new employees receive mandatory training on our Code of Conduct, which includes the principles regarding forced and child labour. This training is designed to ensure that employees are aware of these issues and understand how to report any concerns.

Requirement (g) – Assessing effectiveness

Effectiveness Assessment. The Original Cakerie routinely reviews policies to ensure they're up-to-date and effective for their stated purpose. The Original Cakerie recognizes the importance of such assessments and is considering methods to implement further measures in the future.

ATTESTATION

In accordance with the requirements of the Act, and in particular section 11 thereof, I attest that I have reviewed the information contained in the report for the entity or entities listed above. Based on my knowledge, and having exercised reasonable diligence, I attest that the information in the report is true, accurate and complete in all material respects for the purposes of the Act, for the reporting year listed above.

Martina Sailer
Executive Vice President and General Counsel
May 13, 2024



I have the authority to bind The Original Cakerie Ltd.

Appendix A

The Original Cakerie Code of Conduct:

No Forced Labour or Human Trafficking

The Original Cakerie condemns the use of forced labor and human trafficking and does not knowingly work with suppliers who engage in these practices. All workers have the right to engage in work willingly, the right to freedom of movement, and the right to terminate their employment without penalty.

No Underage Labour

The Original Cakerie does not hire people under the age of 18. We do not knowingly work with suppliers that utilize underage workers. We define underage worker as any individual younger than the local minimum working age. Suppliers must comply with all age-related working restrictions as set by local law.

Supplier Code of Conduct:

SUPPLIER CODE OF CONDUCT. Seller shall be in compliance with and shall require its subcontractors and any person under its control to comply with, all applicable local, provincial, state, national, and international laws, rules and regulations relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights (including human trafficking and slavery and conflict mineral sourcing), environmental protection, sustainable development and bribery and corruption. Seller certifies that it has adopted and implemented appropriate and effective policies to ensure compliance with these obligations, including, without limitation:

1. EMPLOYMENT PRACTICES:

1. Minimum Age for Employment: Seller will not employ anyone under the legal working age as defined by Applicable Law.
2. Forced Labour: Seller will not use forced or involuntary prison labour.
3. Abuse and Harassment: Seller will not use or tolerate any forms of physical or sexual harassment or abuse of their employees.
4. Discrimination: Seller will not discriminate on the basis of any condition or characteristic that is protected by any applicable law. Buyer is an equal opportunity employer and may be a federal contractor or subcontractor. Seller agrees that, as applicable, it will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and any other applicable laws or regulations that prohibit discrimination against qualified individuals based on their status as protected veterans or based on disability, race, color, religion, sex, or national origin, or that require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Seller also agrees that, as applicable, it will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labour Laws. To the extent applicable, and if Seller is not exempt, Seller also agrees to comply

with all federal regulations pertaining to nondiscrimination and affirmative action, including, but not limited to, the following: Affirmative Action Compliance Program; Affirmative Action – Disabled Veterans and Veterans of the Vietnam Era; Affirmative Action – Handicapped Workers; Equal Opportunity; Employer Information Report SF-100, annual filing; Fair Labor Standards Act; Prohibition of Segregated Facilities; Small Business Concerns, Small Disadvantaged Business Concerns, and Women Owned Business Concerns. Seller shall also comply, unless exempt, with any other applicable provincial, state or local laws pertaining to nondiscrimination and affirmative action.

5. Freedom of Association: Seller will recognize and respect each employee's right to associate with any legally sanctioned organization. The rights of labour unions must be respected.
6. Work Hours, Work Week and Payment of Wages: Seller will comply with all applicable laws related to work hours, work weeks, and payment of wages.
7. Health and Safety: Seller will provide employees with working conditions that are in compliance with all applicable laws and regulations regarding worker health and safety.