

ANNUAL REPORT Bill S-211

PURPOSE

This annual report for the 2023 financial reporting year has been created by Woodland Foods, LLC (“**Woodland Foods**”) for the sole purpose of meeting its obligations and reporting requirements for entities pursuant to the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, SC 2023, c 9 (the “**Act**”).

OUR COMMITMENT

Woodland Foods is committed to preventing and reducing the risk that forced labour or child labour is used in the production of the goods it manufactures and sells to its customers in Canada and globally.

STRUCTURE, ACTIVITIES, AND SUPPLY CHAIN

Headquartered in Waukegan, Illinois, Woodland Foods is a retail trade and manufacturing business focused on the food and food ingredient industry. The company’s aim is to craft culinary excellence for their customers located in Canada and elsewhere.

Woodland Foods is a limited liability corporation with over 300 employees. The company sells global ingredients, including herbs and spices, rice and grains, and other specialty food products directly to its customers located inside and outside of Canada.

Woodland Foods’ supply chain for the goods it produces includes domestic and international suppliers of food and food ingredients. The company purchases food ingredients from North America, continental Europe, Africa, South America, and Asia, which are then imported into the United States. The company’s supply chain includes direct growers, manufacturers, and distributors of chiles, legumes, fruits, vegetables, grains, mushrooms, sweeteners, nuts, and seeds.

STEPS TAKEN BY WOODLAND FOODS IN PRIOR FINANCIAL YEAR

In 2023, Woodland Foods took several steps to prevent and reduce the risk that forced labour or child labour is used in the production of the goods it manufactures and sells to



its customers. As set out in more detail in the section below, the company developed and implemented anti-forced labour and child labour contractual clauses in its Supplier Agreements, as well as a Supplier Code of Conduct. The Supplier Agreement and Code of Conduct require suppliers to warrant and represent that the supplier and their subcontractors will treat workers with respect and dignity, and prohibit the use of forced labour or child labour.

Woodland Foods also monitored many of its suppliers for the use of forced or child labour in their activities and supply chain. Representatives of Woodland Foods visited several different countries where the company's suppliers manufacture ingredients that it procures. The company representatives toured the suppliers' facilities and farms themselves, which involved meeting with the local farmers and workers who are contracted with or employed by the suppliers. The company representatives observed growing and processing conditions to identify any risks and/or concerns relating to Woodland Foods' policies and due diligence processes.

In addition to the above steps, Woodland Foods' leadership team has started the process of reviewing and evaluating its internal policies and procedures with respect to the issues of child labour and forced labour. The company intends to continue to explore what steps it can take to prevent and reduce the risk that forced labour or child labour is used for the goods that are produced or sold by Woodland Foods.

POLICIES AND DUE DILIGENCE PROCESSES

Woodland Foods has due diligence processes in relation to forced labour or child labour, including embedding responsible, ethical, and legal business conduct into the company's policies and management systems.

The policies and processes that Woodland Foods maintains to help manage potential forced labour and child labour risks within the business and its supply chain include:

1. A Supplier Code of Conduct, which guides the company's procurement process and requires that suppliers do the following:
 - act in accordance with international principles and guidelines aimed at promoting human rights, including the International Labour Organization Conventions and Declaration on Fundamental Principles and Rights at Work.



- treat workers with respect and dignity, in that the supplier will not threaten or subject an employee with harsh, inhumane, or degrading treatment, including sexual harassment, sexual or psychological abuse, corporal punishment, mental or physical coercion or verbal abuse. Suppliers must act on any reports or identified incidents of the unlawful or unfair treatment.
 - not solicit, or facilitate the use of, forced labor in any of its manifestations anywhere in their operations or supply chain.
 - not directly or indirectly employ or make use of any children. Suppliers must comply with the minimum employment age limit defined by national law or by International Labor Organization Convention 138, whichever is higher.
 - not allow workers under the age of 18 to perform hazardous work, including that which is likely to jeopardize their health or safety, or work that compromises their education. Suppliers employing workers under the age of 18 must follow all local laws related to hours of work.
 - not allow working hours that exceed the applicable legal limit, or 60 hours per week, whichever is less. Regularly paid hours must not exceed 48 per week and overtime hours must not exceed 12 hours per week or the amount specified by local law, whichever is less.
2. A Standard Purchase Agreement, which requires the supplier to warrant and represent that its operations are compliant with all applicable laws, rules, and regulations. The Agreement also includes warranties that neither the supplier nor their subcontractors will use child, slave, prisoner or any other form of forced or involuntary labor or engage in abusive employment or corrupt business practices. Upon request by Woodland Foods, the supplier must provide written certification and/or evidence that the products supplied comply with all applicable laws.

FORCED LABOUR AND CHILD LABOUR RISKS

Moving forward, Woodland Foods will be working to identify specific risks of forced labour and child labour that may exist in its supply chain. The company is aware that there may be higher risks associated with certain regions, goods, and industries and intends to engage with the risk identification process in subsequent reporting years.



REMEDIATION MEASURES

Woodland Foods has not identified any forced labour or child labour in its activities or supply chains. As such, the company has not undertaken any remediation measures.

REMEDIATION OF LOSS OF INCOME

Woodland Foods has not identified any loss of income to vulnerable families resulting from measures taken to eliminate the use of forced labour or child labour in its activities and supply chains. As such, the company has not taken any remediation measures related to income loss.

TRAINING PROVIDED TO EMPLOYEES

Woodland Foods provides training to its employees as part of its onboarding process. This includes training with respect to the company's safe, ethical, and legally-compliant workplace practices and policies pertaining to the federal labour laws of the United States and Illinois labour law. Woodland Foods intends to assess what forced labour and child labour-related training may be appropriate for its workforce.

ASSESSING EFFECTIVENESS

Woodland Foods does not currently have specific policies and procedures in place to assess its effectiveness in reducing or eliminating the risk of child labour or forced labour in its activities and supply chains. The company will be considering what methods of assessment may be appropriate for subsequent reporting years.

APPROVAL AND 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 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.

IN WITNESS WHEREOF the authorized signing officer(s) of Woodland Foods, LLC have executed this report as of the effective date of the signatures set out below.



SIGNED

May 29, 2024

Date

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WOODLAND FOODS, LLC

Per: *Daniel Kucera*

Name: Dan Kucera

Title: Chief Financial Officer

I have the authority to bind Woodland Foods, LLC

