

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, 2024-December 31, 2024
- 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 14, 2025



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 (note that “Dessert Holdings” is the name for the family of businesses that includes The Original Cakerie Ltd.):

Contents:

This Supplier Code of Conduct outlines the standards and expectations Dessert Holdings has for all our suppliers, subcontractors, and their employees.

OVERVIEW

Dessert Holdings is committed to conducting business in a responsible and ethical manner. We expect our suppliers to share this commitment. The Supplier Code of Conduct outlines the standards and expectations for all our suppliers, subcontractors, and their employees. Compliance with this Code is mandatory for maintaining a business relationship with Dessert Holdings. Supplier must be in compliance with and require its subcontractors and any person under its control to comply with, all applicable local, state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, 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. Supplier certifies that it has adopted and implemented appropriate and effective policies to ensure compliance with these obligations, including, without limitation:

EMPLOYMENT PRACTICES

1. **Minimum Age for Employment:** Supplier will not employ anyone under the legal working age, as defined by applicable local law. Suppliers must comply with all age-related working restrictions as set by local law.
2. **Forced Labor and Human Trafficking:** Supplier will not use forced, bonded, or involuntary prison labor. 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 upon providing reasonable notice.

3. **Abuse and Harassment:** Supplier will not use or tolerate any forms of physical or sexual harassment or abuse or bullying of their employees.
4. **Discrimination:** Supplier will not discriminate on the basis of any condition or characteristic that is protected by any applicable law. Dessert Holdings is an equal opportunity employer. Supplier agrees that, as applicable, it will abide by 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.
5. **Freedom of Association:** Supplier will recognize and respect each employee's right to associate with any legally sanctioned organization. The rights of labor unions must be respected.
6. **Work Hours, Work Week and Payment of Wages:** Supplier will comply with all applicable laws related to work hours, work weeks, and payment of wages.
7. **Health and Safety:** Supplier will provide employees with working conditions that are in compliance with all applicable laws and regulations regarding worker health and safety.

BUSINESS INTEGRITY

1. **Honesty and Integrity:** Supplier will promote honesty and integrity in its business conduct by raising ethical awareness among its employees and providing direction and education on ethical issues.
2. **Anti-Bribery:** Supplier certifies that, in performing work under any agreement with Dessert Holdings, Supplier, on behalf of itself and its affiliates, partners, owners, officers, directors, employees, and agents, understands all applicable terms of the Foreign Corrupt Practice Act of 1977 (United States) and the Foreign Public Officials Act (Canada) and has not and will not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of any monies or anything of value to any government official, government employee, political party, or candidate for political office for the purpose of influencing any act or decision of such person or of the government to obtain or retain business, or direct business to any person, and Supplier has not and will not pay or accept bribes, arrange or accept kickbacks, or participate in illegal inducements in business or government relationships.

QUALITY AND FOOD SAFETY

We are committed to promoting an inclusive and diverse organization. Our goal is to attract, develop, and retain a highly qualified, diverse, skilled, and knowledgeable workforce and to fully comply with laws of equal opportunity. In addition, we strive to promote an inclusive work environment where all team members feel welcome, respected, and safe.

ENVIRONMENT AND SUSTAINABILITY

1. **Continuous Improvement:** Supplier will work to continuously improve its environmental performance by setting and then working toward quantifiable goals that reduce the environmental impact of its activities.
2. **Environmental Goals and Metrics:** Supplier commits to setting and achieving specific, measurable environmental sustainability goals that align with Dessert Holdings' commitment to minimizing environmental impact. These goals should focus on reducing greenhouse gas emissions, optimizing the use of water and energy, and minimizing waste and pollution.
3. **Sustainable Resource Use:** Supplier shall implement practices that promote the sustainable use of natural resources, including water and energy conservation, and the use of renewable energy sources where feasible. Supplier will not engage in the deforestation of primary forests or the conversion of other natural ecosystems, such as wetlands, grasslands, and peatlands.
4. **Legal Compliance:** Supplier will be expected to comply with applicable environmental laws and regulations in their operations and to develop and implement plans and programs to correct any non-compliant practices. Supplier will be expected to certify its compliance with this Section at Dessert Holdings' request and to authorize Dessert Holdings and its designated agents (including any third parties) to engage in monitoring activities, including on-site inspections based upon reasonable notice. Supplier agrees that Dessert Holdings may audit Supplier in order to verify compliance with the terms herein or any agreement with Dessert Holdings. At Dessert Holdings' option, Dessert Holdings may select an independent third party to conduct the audit on Dessert Holdings' behalf in order to certify to Dessert Holdings that no breach has occurred or will occur. Supplier shall fully cooperate at no additional charge to Dessert Holdings, in any audit conducted by or on behalf of Dessert Holdings.

DATA PROTECTION AND PRIVACY

Supplier shall comply with all applicable data protection and privacy laws and regulations. Supplier must implement and maintain data security measures to protect the confidentiality, integrity, and availability of personal data and sensitive company information. Supplier agrees to notify Dessert Holdings immediately of any data breaches or security incidents that could impact Dessert Holdings or Dessert Holdings' data.

Conclusion

Suppliers must cooperate fully with any audits conducted by Dessert Holdings or on its behalf, at no additional charge. Adherence to this Supplier Code of Conduct is essential for maintaining a business relationship with Dessert Holdings. We reserve the right to terminate our relationship with any supplier that fails to comply with this code.