



# **CORPORATE POLICIES**

## **Business Ethics & Code of Conduct**

**The following Company policies are also incorporated as Appendices and form part of this document:**

**List of Appendices:**

- A. Communications Policy**
- B. Procedures and Guidelines Governing Insider Trading and Tipping Policy**
- C. Employee Confidentiality and Inventions Assignment Agreement**
- D. Hiring and Promotions Policy**
- E. Harassment and Discrimination Policy**
- F. Ethics Reporting Policy**
- G. Information Technology Policy**
- H. Document Retention Policy**
- I. Approval of Minimum Commitments Policy**

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## **1. INTRODUCTION**

SunOpta Inc. and its affiliated companies (hereinafter referred to as the "SunOpta Group") conducts its business in accordance with the spirit, as well as the letter, of the law. We believe in and adhere to the highest standards of ethical conduct in all business operations, even beyond the strict requirements of the law. As an employee, you are expected to perform your duties on behalf of the applicable member of the SunOpta Group, not only in compliance with the law but, in accordance with these ethical standards as well.

## **2. PURPOSE AND SCOPE**

### **PURPOSE**

This policy is established to set forth the standards that govern all employees in the performance of their duties on behalf of the respective members of the SunOpta Group and, where applicable, in their involvement in outside business activities. It seeks to bring personal and SunOpta Group values into congruence and make them self-perpetuating.

Senior management has the primary responsibility for setting the standard for ethical conduct through promulgation of appropriate policy and by personal example. By accepting employment within the SunOpta Group, you confirm your acceptance of the obligation to carefully observe these standards of conduct.

In all decisions you make affecting our business, you must consider what is right for the SunOpta Group as a whole and ask yourself how your contemplated action would appear if all the facts, interests and motives were made public. In business, as in life, the hard question sometimes is not "what must I do," but "what must I refuse to do."

It is not possible to present a comprehensive list of every activity that might give rise to an ethical or legal dilemma. Rather, we seek to address those potentially compromising situations that arise with the greatest frequency in the business world.

### **SCOPE**

- a) Each officer, employee and director shall be furnished a copy of this Business Ethics and Conduct Manual.
- b) Each officer, employee and director shall evidence his/her receipt, reading and comprehension of this policy.
- c) Each employment offer letter shall include the Business Ethics and Code of Conduct Manual and a certificate or form which shall be executed as a part of the acceptance of an employment offer. Each servicing Personnel Department shall maintain records including all documents executed by each employee.
- d) Any violation of this policy shall be subject to disciplinary action. The specific form of disciplinary action taken shall depend on the nature of the infraction and shall range from verbal warning through to termination of employment.
- e) All employees are obligated to report any wrongdoing or violation of this code of conduct or related policies, violation of accounting or internal controls, or any incidents of fraud or alleged fraud in accordance with SunOpta's Ethics Reporting Policy.

### **3. CONFLICTS OF INTEREST**

The SunOpta Group respects your right to privacy in your personal activities and financial affairs. A principal purpose of this policy is to provide guidance to you in avoiding situations in your private life which are, or may appear to be, in conflict with your responsibilities to the SunOpta Group.

It is essential that you avoid any situation or interest which might interfere with your judgment with respect to your responsibilities to the SunOpta Group. In determining whether a conflict is involved in a given situation, there is no substitute for your sound judgment and personal integrity applied to the particular facts involved. Generally speaking, a conflict of interest exists when an obligation or situation resulting from your personal activities or financial affairs may influence your judgment in the performance of your job responsibilities.

All of our employees are to conduct the SunOpta Group's affairs on an "arms' length" basis and not engage in any business or financial activity that may conflict with the interest of the SunOpta Group. For example, the selection of agents, contractors, distributors, suppliers, consultants and the like on behalf of the SunOpta Group must be made solely on the basis of their ability to perform the required work competently and at competitive prices.

#### **1. Outside Financial Interests**

If you have a financial interest in, are a director of, or perform work for a third party with whom we do business or compete, you must disclose that interest to your supervisor. Such financial interest in a third party includes stock ownership and any related trusts or estates but excludes ownership of less than 1% of the stock.

You should also bring to the attention of In-house Counsel or the Chairman of the Audit Committee (see Ethics Reporting Policy) any situation in which the financial interest of an immediate family member or close friend could create the appearance of impropriety. This would include, for example, a situation in which a spouse or close friend was being retained as a consultant or a member of management in one of our supplier companies. Disclosure of these relationships will enable the SunOpta Group to ensure that no conflict exists and that all dealings are consistent with the intent of this policy.

#### **2. Gifts, Gratuities and Entertainment**

You must not accept any gift, entertainment or anything else which could be perceived by others to be of such value that it may interfere with your judgment concerning the giver of the gift. Generally, this means that gifts over a value of \$250 are inappropriate and receipt of any gift having a value in excess of \$50 should be disclosed to In-house Counsel or the Chairman of the Audit Committee (see Ethics Reporting Policy).

#### **3. Outside Work**

In addition to potential conflicts of financial interest, a conflict of time interest may exist if you undertake to engage in an independent business venture or to perform work or services for another business or organization to the extent such outside activity impinges on, or conflicts with, your responsibilities to the SunOpta Group. Any such outside interests must be disclosed to In-house Counsel or the Chairman of the Audit Committee (see Ethics Reporting Policy).

#### **4. Improper Payments**

You may not authorize, make, or participate in, a payment of money or a gift on behalf of the SunOpta Group of materials, equipment, services, facilities or anything else of value to:

- a) any domestic or foreign government or governmental agency or official;
- b) any non governmental customer or prospective customer; or
- c) any employee, agent or associate of such a person or entity for the purpose of promoting or retaining business for the SunOpta Group or inducing the recipient to grant favorable treatment to, or forgo any claim against, the SunOpta Group.

This does not preclude token gratuities that are consistent with the law and are approved in advance by the President as appropriate.

#### **4. CONFIDENTIAL AND PROPRIETARY INFORMATION**

##### **The SunOpta Group's Confidential Information**

You must exercise care not to disclose nonpublic information regarding the SunOpta Group or its operations. Of course, not all confidential information will be designated as such and it need not be in written form to require protection. You must be sensitive to the kinds of information that constitutes the SunOpta Group's confidential and proprietary information, sometimes referred to as trade secrets. Confidential and proprietary information is that which is not known or available to the public and which might adversely affect the SunOpta Group's interests if it were disclosed.

This information may include, but is not limited to, product and business plans, personnel data, advertising or promotional programs, contractual terms and relationships, budgets, customer lists and sales forecasts.

Common examples of such trade secrets include:

- a) plans, blueprints, inventions, reports, investigations, pricing strategies, supply sources, part and product descriptions;
- b) computer programs (whether in the form of source code, object code or any other form including software, firmware, fonts and programmable array logic) specifically licensed or funded by third parties or created in-house by our employees, as well as formulas, algorithms, methods, techniques, manuals, descriptions, instructions, explanations, improvements and the ideas, systems and methods of operations contained in such programs;
- c) artwork, images and customer-generated typefaces, whether manually or computer-generated;
- d) information concerning or resulting from research and development work performed by the SunOpta Group or on its behalf;
- e) information concerning the SunOpta Group's management, financial condition, financial operations, pricing formula, purchasing activities, sales and marketing activities, corporate joint ventures pending negotiations (including termination of business relationships) and business plans;
- f) information acquired or compiled by the SunOpta Group concerning actual, former or potential customers or clients;
- g) internal investigations;
- h) knowledge of imminent SunOpta Group press releases or disclosure;
- i) significant governmental actions and internal lobbying strategies;
- j) significant litigation developments and related legal strategies;

- k) information pertaining to any SunOpta Group or individual with whom the SunOpta Group does business (e.g. suppliers);
- l) information obtained in meetings and discussions;
- m) information about potential acquisitions; and
- n) all other types and categories of information (whether written, oral, recorded or in any other form) you know, or have reason to know, the SunOpta Group intends or expects to be kept secret.

The above examples illustrate the scope of information covered by this policy but are not meant to be all inclusive. If you are uncertain whether something is confidential, you should assume that it is or contact the SunOpta Group's Vice President and General Counsel for specific advice and clarification

## **1. Confidential Information of Others**

In addition to protecting our own trade secrets and other confidential and proprietary information, it is our policy and practice to respect the trade secrets of others. This is particularly pertinent if you have knowledge of the trade secrets of a former employer. You are not to reveal any information that might reasonably be considered a trade secret of a former employer. Likewise, if you are approached with any offer of confidential information which you believe may be improperly obtained, you should immediately bring this to the attention of the SunOpta Group's In-house Counsel or the Chairman of the Audit Committee (see Ethics Reporting Policy).

## **2. Software Protection**

The protection of software is grounded in the long-established copyright rules that govern other media such as cassettes, books and films. The unauthorized duplication of software constitutes copyright infringement regardless of whether it is done for sale, for free distribution or for an individual's private use. Moreover, those individuals who make the copies are liable for copyright infringement whether or not they knew their conduct violated federal law.

The SunOpta Group licenses software from a variety of sources. This includes not only the substantial operating software programs, but also the so-called "shrink-wrap" programs typically used for word processing, spreadsheets and data management. We do not own the packaged software or its related documentation and, unless authorized, do not have the right to copy or reproduce this software or its related documentation. It is the SunOpta Group's policy to license a sufficient number of programs to provide for the legitimate needs of all employees. You are not permitted to copy, resell or transfer (in-house or to your home) any software unless authorized under the applicable software license agreement. Likewise, software on a local area network or multiple machines must be used in accordance with the applicable license agreement.

Each employee is responsible for all software installed on his or her machine without appropriate approval. This includes font ware which is to be treated and safeguarded in the same manner as all other software licensed and used by the SunOpta Group. Your I.T. Department, or equivalent, will advise you of the individual(s) exclusively authorized to approve installation of software on your computer.

Severe penalties can be assessed against unauthorized copying or use of computer software. The copyright law provides a maximum prison term of five years for any person who makes copies of one or more copyrighted works in addition to substantial fines to the individual and his or her employer.

### **3. Confidential Information of Employees**

Just as you are expected to protect the SunOpta Group's confidential information, the SunOpta Group will protect your legitimate right to the confidentiality of your employment records. All inquiries regarding personnel should be referred to the Human Resources Department. The SunOpta Group will provide employee information to third parties only upon written authorization of the employee or as mandated by law.

Finally, the SunOpta Group expects you to respect the reasonable expectations of privacy of your fellow employees, whether at work or away from the job.

### **4. Ownership of Files and Other SunOpta Group Documents**

All documents, encoded media and other tangible items provided to you by the SunOpta Group or prepared, generated or created by you or others in connection with any business activity of the SunOpta Group, including but not limited to, files, recordings, electronic data, abstracts, correspondence, notes, reports, and SunOpta Group telephone directories, whether printed, handwritten or in any other form and including any reproductions or partial copies of any such items ("SunOpta Group Documents"), are the property of the SunOpta Group premises for the sole and limited purpose of working off-premises provided the SunOpta Group Documents so removed are not the only versions thereof. If possible, copies should be removed when necessary and originals left on the premises. At any time, at the SunOpta Group's request and automatically on your retirement or other termination from employment, you must promptly surrender all SunOpta Group Documents in your possession. As a guideline, you should assume that, upon termination of employment, you should surrender any business information that came into your possession and control by any means whatsoever during the course of your employment.

## **5. ACCURATE BOOKS, RECORDS AND FINANCIAL REPORTS**

Our financial statements and the books and records on which they are based must fairly and accurately report all business transactions and reflect the SunOpta Group's assets and liabilities. All reporting of information (e.g. expense reports, invoice transmittals, inventory summaries, etc.) must be accurate, honest, timely and present a fair representation of the facts.

If you have information or knowledge regarding any violation of this policy you should promptly report such matter to SunOpta Inc's In-house Counsel or the Chairman of the Audit Committee (see Ethics Reporting Policy).

## **6. POLITICAL ACTIVITIES**

We encourage our employees to participate in the political process on their own behalf as they see fit. No employee, however, shall make any contribution of SunOpta Group funds, equipment or other assets to any candidate for public office or any political party unless specifically authorized to do so by the President of the SunOpta Group. Likewise, no money or property may be given to a lobbyist or consultant on behalf of the SunOpta Group in order to obtain any action on legislation, regulations or other governmental activity without the express authorization of the President. The same policy applies to attendance on behalf of the SunOpta Group at political fundraisers.

## **7. MEDIA RELATIONS**

We encourage the use of proper, timely media contact by persons authorized to speak officially for the SunOpta Group. Without prior authorization, such contact is prohibited. Anyone requesting information about the SunOpta Group should be referred to the Chairman, who has been designated the SunOpta Group's spokesperson, or to a member of senior management.

## **8. ANTITRUST AND TRADE REGULATION COMPLIANCE**

The United States antitrust laws were enacted to help preserve the free enterprise system, promote competition and protect the public, our SunOpta Group and other companies from unfair and predatory trade practices.

No employee shall enter into any understanding, agreement, plan or scheme, whether express or implied, formal or informal, oral or written, with any competitor with respect to prices, terms or conditions of sale, credit terms, output, production, distribution, territories or customers. The policy of the SunOpta Group absolutely prohibits any consultation with competitors relating to prices or terms and conditions of sale.

**ANY INFRACTION OF THE SUNOPTA GROUP'S ANTITRUST POLICY OR THE ANTITRUST LAWS WILL SUBJECT ANY EMPLOYEE TO LEGAL PENALTIES AS WELL AS SUNOPTA GROUP DISCIPLINE UP TO, AND INCLUDING, DISMISSAL FROM EMPLOYMENT.**

If you have any questions whatsoever about antitrust policy you should contact the SunOpta Group's Vice President and General Counsel.

## **9. SOCIAL RESPONSIBILITY**

### **Commitment to the Community and Society**

The SunOpta Group encourages all employees to contribute in their own way to such philanthropic endeavors as assisting the economically disadvantaged, promoting human rights and social justice, protecting the environment and fostering educational and cultural interests.

The SunOpta Group endorses such service to our local communities and to the society at large and is committed to leading the way through contributions to worthy, educational, charitable and public service activities.

### **Commitment to the Environment**

We will conduct our operations with the highest regard for the quality of the environment. Our policy at all operating locations is to comply strictly with, or exceed, standards for waste treatment and disposal and other environmental regulations established by the local, state and federal agencies having jurisdiction over these matters.

The SunOpta Group encourages and supports recycling and conservation programs and elicits your cooperation in making them successful at your work site.

## **Commitment to Our Employees**

The SunOpta Group is committed to providing equal opportunities in hiring and employment and a supportive working environment. We will take steps to affirmatively comply with all laws aimed at guaranteeing such rights and will endeavor to establish an environment that promotes professional growth, encourages each person to achieve his or her highest potential, and fosters individual creativity and responsibility.

We will promote an atmosphere of open and honest communication within and across all levels of the organization. We are committed to educational upgrading, fair and timely assessments of performance and equitable compensation that reflects employee contributions to SunOpta Group objectives within a framework of equal opportunity and affirmative action.

The SunOpta Group will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, gender, disability, age, marital status, status with respect to public assistance or any other protected class as defined by the laws of the jurisdictions in which we operate.

The SunOpta Group will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfers, recruitment or recruitment advertising, selection, lay-off, disciplinary action, termination, rates of pay or other forms of compensation and selection for training.

We believe the dignity, individuality and privacy of all people must be respected. If, at any time, you believe that an assignment violates your moral or religious principles or your personal dignity, you are encouraged to address such concern to your supervisor, a representative of Human Resources Department, In-house Counsel or the Chairman of the Audit Committee (see Ethics Reporting Policy).

## **10. RELATED POLICIES; OPERATION**

### **a) To Be Read with Other Policy Statements**

It is expressly understood that this policy manual is to be read in conjunction with other SunOpta Group policy documents (which follow this document as appendices), including without limitation, Communications, Insider Trading, Employee Confidentiality and Inventions Assignment, Hiring and Promotion, Harassment and Discrimination, Ethics Reporting and Information Technology, where applicable.

### **b) Distribution**

Distribution of this policy manual will be made to all officers, employees and directors. In addition, all managers are expected to communicate to all employees who report to them the SunOpta Group's dedication to operating our business in accordance with the highest standards of ethical conduct and to reinforce this precept at every opportunity.

### **c) Responsibility for Implementation; Enforcement**

Each department head is responsible for monitoring compliance with the code of ethical conduct set forth in this policy manual by all employees within his or her department. Nevertheless, regardless of your job title or position in the SunOpta Group, if you become aware of a violation of this code or any law you should report such violation to your supervisor, the Human Resources Department or In-house Counsel or the Chairman of the Audit Committee (see Ethics Reporting Policy). Generally, the Human Resources

Department is responsible for the implementation of this policy with assistance from management.

Whenever an employee reports any information to, or requests any approval from, his or her supervisor pursuant to this policy manual, such supervisor should promptly advise the Human Resources Department, In-house Counsel or the Chairman of the Audit Committee (see Ethics Reporting Policy) which will ensure that all employees are treated fairly and courteously and that all such contacts are kept in the strictest confidence. Any waiver, in part or whole, of this policy for officers or directors may be made only by the board of directors and shall be promptly disclosed to shareholders along with the reasons for the waiver.

The SunOpta Group will, to the maximum extent possible, conceal the identity of anyone who reports a possible violation as well as the identity of anyone about or against whom an allegation of misconduct has been brought. In addition, the applicable SunOpta Group member may refer the results of any investigation to the appropriate regulatory or law enforcement agencies.

No employee will be discharged, demoted, suspended, threatened, harassed or in any other manner discriminated against in the terms and conditions of employment or otherwise, because of any lawful act done by that employee in the provision of information to superiors or to appropriate government agencies, regarding conduct that the employee reasonably believes violates SunOpta Inc's Business Ethics and Code of Conduct (and relating policies) or any applicable government laws, rules and regulations, or for assisting an investigation of these types of violations.

**d) Remediation / Investigation**

In the event an investigation of a violation or alleged violation initiated by the audit committee or representatives hired by the audit committee reveals any significant deficiencies or material weaknesses in the investigative process or other internal controls, the investigation team shall, with the involvement of the audit committee, take appropriate and timely steps to remedy same to ensure the integrity of such controls and processes.

**EMPLOYEE'S STATEMENT OF AFFIRMATION WITH SUNOPTA INC's  
BUSINESS ETHICS AND CODE OF CONDUCT**

I, \_\_\_\_\_, hereby affirm that I have read and understand this Business Ethics and Code of Conduct and applicable appendices (identified by an initial below) and acknowledge that it applies to all SunOpta Group companies including my employer \_\_\_\_\_. I further affirm that I will comply in all respects with the requirements set forth herein, as the same may be amended from time to time. I fully understand that should I violate any of the standards of business conduct set forth in the Business Ethics and Code of Conduct and applicable policies, I will be subject to disciplinary action, which may include termination of employment.

**Initial  
Policies**

- Appendix A - Communications Policy \_\_\_\_\_
- Appendix B - Procedures and Guidelines Governing Insider Trading and Tipping Policy \_\_\_\_\_
- Appendix C - Employee Confidentiality and Inventions Assignment Agreement \_\_\_\_\_
- Appendix D - Hiring and Promotions Policy \_\_\_\_\_
- Appendix E - Harassment and Discrimination Policy \_\_\_\_\_
- Appendix F - Ethics Reporting Policy \_\_\_\_\_
- Appendix G - Information Technology Policy \_\_\_\_\_
- Appendix H - Document Retention Policy \_\_\_\_\_
- Appendix I - Approval of Minimum Commitments Policy \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **APPENDIX “A”**

## **COMMUNICATIONS POLICY**

### **I. SEC / NASDAQ / OSC / TSE Regulatory Filings / Approvals:**

- a) Filing:
- b) US
- c) Canadian

### **II. COMMUNICATIONS:**

- 1. Press Release Requirements
- 2. Nature of Press Release
- 3. Internal Responsibility of Press Release
- 4. Shareholder Communications
- 5. Press Communications
- 6. Board Communications
- 7. Employee Communications
- 8. Lender Communications
- 9. Legal / Audit / Insurer General Communications

### **III. STOCK OPTION PLAN ADMINISTRATION:**

- a) Information Stock Option Package
- b) Exercise Process

### **IV. INSIDER TRADING POLICY**

### **V. EVENT CALENDAR:**

- 1. Events Calendar

### **VI. REGULATORY COMMUNICATION REQUIREMENTS:**

The following reports must either be filed or require approval from the responsible regulator as noted:

#### 1. General:

10K, 10Q, Proxy, Annual Report, Quarterly Report with Canadian and US regulators, SEC/NASDAQ - through EDGAR, TSE/OSU - through SEDAR

#### 2. Specific US:

- a) S-3, share registrations (approval)
- b) S-8, stock option registration (filing)
- c) S-4, major acquisition (approval)
- d) 8-K, US material transaction (filing)

#### 3. Specific Canadian:

- a) Listing of additional shares if more than 5% of outstanding shares issued, preferably in advance (filing)
- b) Material change report TSE (filing 10 days after material change date)
- c) Monthly stock options reconciliation report TSE (filing by 10 day of following month)

- d) Option plan creation/change (approval)
- e) New stock issues / repurchases / consolidation (approval)
- f) New Director PIF (filing)

Responsibility: CFO to prepare  
 Approval by CEO / COO / General Counsel / Audit as required  
 Approval by Board as required

## **VII. EXTERNAL COMMUNICATION:**

### **1. Policies and Procedures for Press Releases:**

- a) All press releases must be pre-cleared with:
  - Market Surveillance, TSE, Stockwatch, NASDAQ **by fax after 4:30 PM EST** for release the following morning before market opens at 9:00 AM
  - When appropriate, pre-clear with lawyers, auditors (for all earnings releases) and involved parties.
  - Exception with **Major News** on excessive market activity in stock will require immediate release with one (1) hour prior notice as above.
- b) Release must go simultaneously to:
  - Regulators
  - Shareholders under National Policy 41, as amended or successor legislation, who have requested information plus interested parties via fax, email or mail (data basis)
  - All salaried employees
  - Directors
  - Website
  - SEDAR and EDGAR as required

### **2. Nature of Press Releases:**

- Quarterly / annual earnings / forecasts
- Material financings, equity / debt
- Acquisitions, new ventures, material Letters of Intent / closings
- Major contracts by prior agreement
- Changes to senior management / directors
- Major asset purchases
- Material legal actions / shareholder suits
- Other material news

### **3. Internal Responsibility of Press Releases:**

- a) All press releases approved by CEO and one (1) other VP and subsidiary senior officer if applicable
- b) All financial results approved by CFO
- c) Management decision on press releases required
- d) Releases issued by IO (Information Officer)
- e) Press release contact to be: IO for investor relations, CEO, COO, CFO for further information.

### **4. Shareholder Communications** (under National Policy 41 who have requested information plus interested parties must receive via fax, email or mail):

- Press releases
- Quarterly / Annuals
- 10K, 10Q on request
- Investor packages

- Investor presentations (hard copy)
- Quarterly telephonic conference calls
- Web Casting the above conference calls
- Shareholder queries

Responsibility: IO with approval as defined

#### 5. Press Communications:

All interviews with journals, investor letters, industry magazines, investor conferences will be done by the CEO or his designate

Responsibility: CEO governed by full disclosure policies

#### 6. Board Communications:

The following must be provided to the Board:

- a) All press releases
- b) All SEC / TSE filings which require Board approval
- c) All financial reports in advance of filing
- d) Monthly reports
- e) Annual budgets / Plans
- f) Board agenda / memos
- g) Board Governance issues
- h) Other as requested

Responsibility: CEO/ COO / CFO / General Counsel/IO

#### 7. Employee Communications:

The following must be provided to all employees as appropriate:

- a) All press releases
- b) Stock Option Plan
- c) Management / Director changes and significant promotions
- d) Potential employee news letter
- e) Policies as appropriate: Business Ethics & Code of Conduct, Confidentiality, Communications, Ethics Reporting, Harassment & Discrimination, Insider Trading, Hiring and Promotion, Information Technology

Responsibility: CEO/ General Counsel/ IO

#### 8. Lender Communications:

The following are generally required with the loan agreements:

- a) Quarterly Financials – 45 days after quarter
- b) Annual – 90 days after year-end
- c) Ratio / covenant compliance – 3 months
- d) Scheduled inventory / PTL – 3 months
- e) Business Plans / Budgets – 30 days before year-end
- f) Press releases / 10K / 10Q
- g) All shareholder information
- h) Acquisition approvals
- i) Material changes in operations

Responsibility: CFO with IO

9. Legal / Audit / Insurers – General Communications (not project specific):

The following must be provided to lawyers and auditors as appropriate:

- a) All press releases
- b) All shareholder information
- c) All filings with SEC / TSE
- d) Acquisition review prior to implementation
- e) Litigation issues
- f) Audit Committee meeting quarterly as per Audit Committee Policy

Responsibility: CFO / General Counsel/ CEO

**VIII. STOCK OPTION PLAN ADMINISTRATION:**

- Information Option Package will include:

- a) Confirmation letter including vesting and pricing information
- b) Copy of Plan
- c) Exercise form
- d) Information on how to exercise
- e) Audited Annual Report
- f) Annual update on current status of each employee's and Director's options to be sent by January 31<sup>st</sup>.

Responsibility: Manager of Compliance/CFO/ General Counsel

Exercise Process:

- a) Notification from employee
- b) Confirmation of validity of exercise by Mgr. Compliance/ General Counsel
- c) Receipt exercise form plus cheque/money order
- d) Issue stock through American Stock Transfer

**IX. INSIDER TRADING:**

- a) Insider Trading Policy issued to those as required
- b) Company will maintain records for each Director and assist as required
- c) Individual Director is responsible for his or her filing (help available)

Responsibility: Mgr. Compliance/ General Counsel

**X. SCHEDULE OF EVENTS:**

Event Calendar:

- a) An Event Calendar (6 months) will be maintained covering all communication events planned or required.
- b) Monthly update will be prepared at end of each month for the following month

Responsibility: IO

**APPENDIX “B”**

**PROCEDURES AND GUIDELINES GOVERNING**

**INSIDER TRADING AND TIPPING**

**I. PURPOSE**

To comply with US and Canadian federal and Canadian provincial securities laws governing:

1. trading in SunOpta Inc. (SunOpta) securities while in the possession of “material nonpublic information” concerning SunOpta, and
2. tipping or disclosing material nonpublic information to outsiders.

To prevent the appearance of improper insider trading or tipping, the Company has adopted this policy for all of its directors, officers and other insider employees, their household family members, and specially designated outsiders who have access to SunOpta’s material nonpublic information.

**II. SCOPE**

- a) This policy covers all directors, officers and other insider employees of SunOpta, their household family members (collectively referred to as “Insiders”), and any outsiders whom the Insider Trading Compliance Committee may designate as Insiders because they have access to material nonpublic information concerning SunOpta.
- b) The policy applies to any and all transactions in SunOpta including its common stock and options to purchase common stock and any other type of securities that SunOpta may issue such as preferred stock, convertible debentures, warrants and exchange-traded options or other derivative securities.
- c) The policy will be delivered to all directors, officers, insider employees and designated outsiders on this date, and to all new directors, officers, insider employees and designated outsiders at the start of their employment or relationship with SunOpta. Upon first receiving a copy of this policy or any revised versions, each Insider must sign an acknowledgment that he or she has received a copy and agrees to comply with the policy’s terms.

**III. SECTION 16 INDIVIDUALS AND KEY EMPLOYEES**

- a) Section 16 Individuals: SunOpta has designated those persons listed on SunOpta’s Blackout Schedules A as the Insiders who are subject to the reporting provisions and trading restrictions of Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the underlying rules and regulations. Insiders must obtain prior approval of all trades in SunOpta’s securities from the Insider Trading Compliance Officer in accordance with the procedures set forth in Section VI.C below. SunOpta will amend Exhibit A from time to time as necessary to reflect the addition, resignation or departure of Insiders.
- b) Key Employees or Consultants: SunOpta has designated those persons listed on SunOpta’s Blackout Schedule B as Key Employees or Consultants who, because of their position with SunOpta and their access to material nonpublic information, must obtain the prior approval of all trades in SunOpta’s securities from the Insider Trading Compliance Committee in accordance with the procedures set forth in Section VI.C below.

## **INSIDER TRADING COMPLIANCE OFFICER AND COMPLIANCE COMMITTEE**

SunOpta has designated John Dietrich as its Insider Trading Compliance Officer (the “Compliance Officer”). The Insider Trading Compliance Committee (the “Compliance Committee”) will consist of the Compliance Officer and the CEO. The Compliance Committee will review and either approve or prohibit all proposed trades by Insiders and Key Employees in accordance with the procedures set forth in Section VI.C. below. The Compliance Committee may consult with SunOpta’s counsel.

In addition to the trading approval duties described in Section VI.C below, the duties of the Compliance Officer will include the following:

- a) Administering and interpreting this policy and monitoring and enforcing compliance with all policy provisions and procedures.
- b) Responding to all inquiries relating to this policy and its procedures.
- c) Designating and announcing special trading blackout periods during which no Insiders may trade in SunOpta’s securities.
- d) Providing copies of this SunOpta’s Company-wide policy and other appropriate materials to all current and new directors, officers and employees, and such other persons who the Compliance Officer determines have access to material nonpublic information concerning SunOpta.
- e) Administering, monitoring, and enforcing compliance with, all federal provincial and state insider trading laws and regulations, including without limitation Sections 10(b), 16, 20A and 21A of the Exchange Act and the rules and regulations promulgated thereunder, and Rule 144 under the Securities Act of 1933 (the “Securities Act”), Sarbanes Oxley Act of 2002, insider trading rules of the Ontario Securities Commission (OSC) and assisting in the preparation and filing of all required SEC reports relating to insider trading in SunOpta securities including, without limitation, Forms 3,4,5 and 144 and Schedules 13D and 13G and Insider Trading Reports filed with the OSC.
- f) Revising the policy as necessary to reflect changes in federal, provincial or state insider trading laws and regulations.
- g) Maintaining in SunOpta’s records originals, or copies of, all documents required by the provisions of this policy or the procedures set forth herein and copies of all required SEC, Nasdaq, OSC and TSX reports relating to insider trading.
- h) Maintaining the accuracy of the list of Section 16 Individuals and Key Employees SunOpta’s Blackout Schedules A and B, and updating them periodically as necessary to reflect additions to, or deletions from, each category.

The Compliance Officer may designate one or more individual(s) who may perform the Compliance Officer’s duties or the duties of the other member of the Compliance Committee in the event that the Compliance Officer or other Committee member is unable or unavailable to perform such duties.

## DEFINITION OF “MATERIAL NONPUBLIC INFORMATION”

### “Material” Information

Information about SunOpta is “material” if it would be expected to affect the investment or voting decisions of a reasonable shareholder or investor or if the disclosure of the information would be expected to significantly alter the total mix of the information in the marketplace about SunOpta. In simple terms, material information is any type of information which could reasonably be expected to affect the price of SunOpta’s securities. While it is not possible to identify all information that would be deemed “material,” the following types of information ordinarily would be considered material:

- a) Financial performance, especially quarterly and year-end earnings, and significant changes in financial performance or liquidity.
- b) Projections and strategic plans.
- c) Potential mergers and acquisitions or the sale of assets or subsidiaries.
- d) New major discoveries or significant changes or developments in products or product lines, research or technologies.
- e) Significant pricing changes.
- f) Stock splits, public or private securities/debt offerings or changes in dividend policies or amounts.
- g) Significant changes in senior management.
- h) Actual or threatened major litigation or the resolution of such litigation.
- i) Significant changes or developments in supplies or inventory including significant product defects, recalls or product returns.

### 1) “Nonpublic” Information

Material information is “nonpublic” if it has not been widely disseminated to the public through major newswire services, national news services and financial news services. For the purposes of this policy, information will be considered public, i.e., no longer “nonpublic,” after the close of trading on the second full trading day following SunOpta’s widespread public release of the information.

### 2) Consult the Compliance Officer for Guidance

Any Insiders who are unsure whether the information that they possess is material or nonpublic must consult the Compliance Officer for guidance before trading in any SunOpta securities.

## STATEMENT OF COMPANY POLICY AND PROCEDURES

### (A) Prohibited Activities

- No Insider may trade in SunOpta securities while possessing material nonpublic information concerning SunOpta.
- No Insider may trade in SunOpta securities outside of the applicable “trading windows” described in Section VI.B below or during any special trading blackout periods designated by the Compliance Officer.
- No Insider listed on Exhibits A and B may trade in SunOpta securities unless the trade(s) have been pre-approved by the Compliance Committee in accordance with the procedures set forth in Section VI.C below. To the extent possible, Insiders should retain all records and documents that support their reasons for making each trade.
- The Compliance Officer may not trade in SunOpta securities unless the trade(s) have been approved by the other member of the Compliance Committee and one other member of senior management in accordance with the procedures set forth in VI.C below.
- No Insider may “tip” or disclose material nonpublic information concerning SunOpta to any outside person including household family members, analysts, individual investors and members of the investment community and news media unless required as part of that Insider’s regular duties for SunOpta and authorized by the Compliance Officer and CEO or CFO and, as deemed necessary, an outside director. In any instance in which such information is disclosed to outsiders, SunOpta will take such steps as are necessary to preserve the confidentiality of the information including requiring the outsider to agree in writing to comply with the terms of this policy and/or to an agreement. All inquiries from outsiders regarding material nonpublic information about SunOpta must be forwarded to the Compliance Officer, CEO or CFO.
- No Insider may give trading advice of any kind about SunOpta to anyone while possessing material nonpublic information about SunOpta except that, Insiders should advise others not to trade if doing so might violate the law or this policy. SunOpta strongly discourages all Insiders from giving trading advice concerning SunOpta to third parties even when the Insiders do not possess material nonpublic information about SunOpta.
- No Insider may trade in any interest or position relating to the future price of SunOpta securities such as a put, call or short sale (including a short sale “against the box”).
- No Insider may (a) trade in the securities of any other public company while possessing material nonpublic information concerning that company, (b) “tip” or disclose material nonpublic information concerning any other public company to anyone or (c) give trading advice of any kind to anyone concerning any other public company while possessing material nonpublic information about that company.

(B) Trading Windows and Blackout Periods

- Trading Window for Insiders. After obtaining trading approval from the Compliance Committee in accordance with the procedures set forth in Section VI.C below, Insiders listed on Exhibit A attached hereto may trade in SunOpta securities only during the period beginning at the close of trading on the second full trading day following SunOpta's widespread public release of quarterly or year-end earnings and ending at the close of trading on the 15th day of the last month of the fiscal quarter. Key employees or consultants as identified in Exhibit B may only trade at any time subject to the approval of the Compliance Committee.
- Trading Windows for All Other Employees. All other employees who are not Insiders or Key Employees may trade in SunOpta securities at any time, subject to any special blackout period that may be designated by the Compliance Officer.
- No Trading During Trading Windows While in the Possession of Material Nonpublic Information. No Insiders possessing material nonpublic information concerning SunOpta may trade in SunOpta securities even during applicable trading windows. Persons possessing such information may trade during a trading window only after the close-of trading on the second full trading day following SunOpta's widespread public release of the information.
- No Trading During Blackout Periods. No Insiders may trade in SunOpta securities outside of the applicable trading windows or during any special blackout periods that the Compliance Officer may designate. No Insider may disclose to any outside third party that a special blackout period has been designated.

(C) Procedures for Approving Trades by Insiders and Key Employees

- 1) Insiders/Key Employee Trades. No Insider (Exhibit A) or Key Employee or consultant (Exhibit B) may trade in SunOpta securities until the attached form (Exhibit C) is completed.
- 2) No Obligation to Approve Trades. The existence of the foregoing approval procedures does not in any way obligate the Compliance Officer or Compliance Committee to approve any trades requested by Insiders or Key Employees. The Compliance Officer or Compliance Committee may reject any trading requests at their sole reasonable discretion.
- 3) Preannouncement of Trades. The compliance officer may recommend that larger trading transactions be announced prior to their execution to dissipate even the appearance of the individual liquidating holdings based on adverse material non-public information. Under such circumstances it is recommended the trade not be executed until after the second full trading day following the widespread announcement of the individual's intent to liquidate a portion of their holdings.

(D) Employee Benefit Plans

Stock Option Plan: The trading prohibitions and restrictions of this policy apply to all sales of stock acquired through the exercise of stock options granted by SunOpta, but not to the acquisition of stock through such exercises.

(E) Priority of Statutory or Regulatory Trading Restrictions

The trading prohibitions and restrictions set forth in this policy will be superseded by any greater prohibitions or restrictions prescribed by US and Canadian federal, provincial or state securities laws and regulations, e.g. short-swing trading by Insiders or restrictions on the sale of securities subject to Rule 144 under the Act. Any Insider who is uncertain whether other prohibitions or restrictions apply should ask the Compliance Officer.

## VII. POTENTIAL CIVIL, CRIMINAL AND DISCIPLINARY SANCTIONS

(A) Civil and Criminal Penalties

The consequences of prohibited insider trading or tipping can be severe. Persons violating insider trading or tipping rules may be required to disgorge the profit made or the loss avoided by the trading, pay the loss suffered by the person who purchased securities from or sold securities from or sold securities to the insider tippee, pay civil penalties up to three times the profit made or loss avoided, pay monetary criminal penalties and possible jail terms. SunOpta and/or the supervisors of the person violating the rules may also be required to pay major civil or criminal penalties.

(B) Company Discipline

Violation of this policy or federal, provincial or state insider trading or tipping laws by any director, officer or employee, or their household family member may subject the director to dismissal proceedings and the officer or employee to disciplinary action by SunOpta up to and including termination for cause.

(C) Reporting of Violations

Any Insider who violates this policy or any US or Canadian federal, provincial or state laws governing insider trading or tipping, or knows of any such violation by any other Insiders, must report the violation immediately to the Compliance Officer. Upon learning of any such violation, the Compliance Officer, in consultation with the other Compliance Committee member and SunOpta's legal counsel, will determine whether SunOpta should release any material nonpublic information, or whether SunOpta should report the violation to the SEC, NASDAQ, OSC, TSX or other appropriate governmental authority.

## INQUIRIES

Please direct all inquiries regarding any of the provisions or procedures of this policy to the Compliance Officer.

## **APPENDIX “C”**

# **EMPLOYEE CONFIDENTIALITY & INVENTIONS AGREEMENT**

AGREEMENT dated \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_  
(called the “Employee”) and \_\_\_\_\_ (called the “Company”).

Introduction. The purpose of this Agreement is to acknowledge certain of the Employee’s responsibilities relating to the protection of confidential information and inventions. Since these matters are vital to the preservation and development of the Company’s business and that of its affiliates and related companies (hereinafter collectively referred to as “Affiliates”), both the Company and its employees have a common interest and responsibility in carrying out this Agreement.

In this Agreement, the Employee acknowledges, among other things, that any innovations, inventions, or discoveries which are made by the Employee in connection with his or her employment are the exclusive property of the Company and or its Affiliates. In addition, the Employee agrees to hold and maintain confidential certain secret, confidential and/or proprietary information which is the property of the Company and/or its Affiliates, to return all such information to the Company when he or she leaves the employ of the Company and not to compete with the Company during his or her employment. The formal details of these and certain other agreements are set forth below.

**THIS AGREEMENT IS IMPORTANT.  
BECAUSE IT CONFIRMS AND CREATES  
CERTAIN OBLIGATIONS WHICH ARE  
BINDING ON THE EMPLOYEE.  
IT SHOULD BE READ COMPLETELY AND CAREFULLY  
BEFORE SIGNING.**

In consideration of, and as part of the terms of, the employment of the Employee by the Company, the compensation paid and to be paid by the company to the Employee and the entrusting to the Employee of certain of the Company’s and or it’s Affiliates, trade secrets and proprietary information, the Employee and the Company agree as follows:

1. Confidential Information. The Employee recognizes and acknowledges that the Company’s, and/or its Affiliates’ trade secrets, know-how and proprietary processes as they may exist from time to time (including, but not limited to, information regarding methods, cultures, subcultures, food formulations, manufacturing processes, customer relationships, etc.) as well as the Company’s confidential business plans, financial data, and non-public information and confidential information belonging to third parties which may from time to time be disclosed or made available to the Employee (together, “Confidential Information”) are valuable, special and unique assets of the Company’s business. Without the Company’s express prior written consent, the Employee will not, at any time during or after his or her employment by the Company, use any Confidential Information for himself or herself or others, or disclose or communicate any Confidential Information to any third party for any purpose whatsoever. For greater clarity, the Employee agrees, among other things, not to discuss,

communicate or in any manner participate in any internet message boards or any other medium regarding any Company related information. These restrictions on use and disclosure will not apply to any Confidential Information which the Employee can demonstrate by clear and convincing evidence:

- (a) was known to the Employee prior to its disclosure to the Employee by or on behalf of the Company;  
or
- (b) was public knowledge at the time of its disclosure to the Employee by or on behalf of the Company or subsequently becomes public knowledge through no act or omission attributable to the Employee.

- Non-Solicitation. Employee acknowledges that the Company has expended a considerable amount of resources in developing relationships with suppliers, customers, employees, contractors and others. Employee agrees that during the term of his/her employment with the Company, Employee will not, directly or indirectly, individually or in partnership or in conjunction with any Person in any manner whatsoever:

- solicit or attempt to solicit the services of, or entice away, any person employed by or otherwise providing services to the Company and/or its Affiliates on a full-time, part-time or contractual basis;  
or
- solicit, attempt to solicit, gain the business of, or interfere in any way with, the business relationship between the Company and/or its Affiliates and,

- (i) any Person who was a customer or client of the Company and/ or its Affiliates, at any time during his/her employment with the Company; or

- (ii) any Person who was pursued by the Company and/or its Affiliates as a potential customer or client by way of any written submission made by the Company, and or any of its Affiliates, at any time during Employee's employment with the Company.

2. Inventions. All discoveries, inventions, improvements, ideas and innovations, whether or not patentable or copyrightable (including all data and records pertaining thereto), which the Employee may invent, discover, originate, make or conceive during the term of his or her employment and for a period of six months thereafter, either alone or with others and whether or not during working hours or by the use of the facilities of the Company, and which arise out of research conducted by, for or under the direction of the Company, and or any of its Affiliates, and which relate to, or are, or may likely be, useful in connection with the business of the Company and/or any of its Affiliates ("Inventions"), shall be the exclusive property of the Company. The Employee will promptly and fully disclose inventions to the Company and will promptly record Inventions in such form as the Company may request. The Employee will assign to the Company all right, title and interest to all Inventions reduced to writing, drawings or practice by or for the Employee or an assignee or successor within six months after termination of employment. The Employee further agrees to waive any moral rights that he/she may have in or to such Inventions. This Agreement shall not be construed to limit in any way any "shop rights" or other common law or contractual rights of the Company with respect to any Inventions or Confidential Information which the Company has or may not have by virtue of the Employee's employment or otherwise.

The Employee will execute upon the Company's expense any applications, assignments and other documents that the Company may deem necessary or desirable to protect or perfect its rights (including any patent rights) in the Inventions and will assist the Company, at the Company's expense, in obtaining, defending, and enforcing its rights therein, all without further compensation or payments to the employee. The Employee hereby appoints the company his or her attorney in-fact for purposes of effecting any or all of the foregoing.

3. Fair and Reasonable. Employee acknowledges and agrees that the provisions contained in this Agreement with respect to confidential information, non-solicitation and intellectual property are fair and reasonable, that such provisions have been taken into account in negotiating Employee's salary and benefits, and

that such provisions are reasonably necessary for the Company to protect its proprietary information and business interests.

4. Termination: Return of Documents. All originals, copies and summaries of manuals, memorandums, notes, notebooks, records, reports, plans, drawings, and other documents or items of any kind concerning any matters affecting or relating to the present or potential business of the Company, whether or not they contain Confidential Information, are and shall continue to be the property of the Company and all of such documents or items in the possession or under the control of the Employee will be delivered to the Company by the Employee immediately upon termination of his or her employment.

5. Extent of Services. The Employee will devote his or her best efforts, attention and energies to the Company's business. While employed by the Company, the Employee will not directly or indirectly engage in or participate in any way in any commercial activity which competes with the Company's business.

6. Freedom to Contract. The Employee represents that he/she is free to enter into this Agreement, that he/she has not and will not become subject to any agreement in conflict with this Agreement and that he/she will not disclose to the Company or use for the Company's benefit any trade secrets or confidential information which is the property of another party.

7. Enforcement. The Employee agrees and acknowledges that the Company will suffer irreparable injury and damage and cannot be reasonably or adequately compensated in monetary damages for the loss by the Company of its benefits or rights under this Agreement as the result of a breach, default or violation by the Employee of his or her obligations hereunder. Accordingly, the Company shall be entitled, in addition to all other remedies which maybe available to it (including monetary damages), to injunctive and other appropriate equitable relief any court of competent jurisdiction may provide to prevent or otherwise restrain or terminate any actual or threatened breach, default or violation by the Employee of any provision hereunder or to enforce any such provision.

8. Miscellaneous. This Agreement shall inure to the benefit of, and be binding upon, the parties successors, assigns and legal representatives provided, however, that the Employee's obligations under this Agreement may not be assigned. This Agreement may be executed in counterparts which together shall constitute a single agreement. This Agreement is the sole and entire agreement and understanding of the parties with respect to the subject matter hereof. No prior or contemporaneous agreement, whether written or oral, shall be construed to change, amend, alter, repeal or invalidate this Agreement. A waiver by one party of a breach of this Agreement by the other party shall not be construed as a waiver of any subsequent or similar breach. This Agreement may be amended or terminated only by written agreement of both parties hereto.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of (choose the state or the province of the subject Company's jurisdiction).

10. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall apply only to such provision or part thereof and the remaining part of such provision and all other provisions herein shall continue in full force and effect.

CONFIDENTIALITY AGREEMENT (SIGN-OFF):

IN WITNESS WHEREOF the parties have signed this agreement as of the acknowledged date.

\_\_\_\_\_  
Candidate Name (Please Print)

\_\_\_\_\_  
SunOpta Representative (Witness)

\_\_\_\_\_  
Candidate Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date of Signing

# **APPENDIX “D” - HIRING & PROMOTIONS POLICY**

## **PURPOSE**

This Policy establishes and communicates the SunOpta Group’s policy regarding equal employment opportunity.

## **POLICY**

1. In its hiring and promotion policies, the SunOpta Group is committed to providing equal opportunity to all qualified individuals. The SunOpta Group will endeavor to create a workforce that is a reflection of the diverse population of the communities in which it operates.

The Company will:

- a) Conduct background investigations on individuals being considered for employment or for promotion to a position of trust. (Exhibit Lists A and B)
  - b) Thoroughly check a candidate’s education, drivers licence and credit history (if applicable), employment history and personal references including evidence of integrity and ethical behaviour and criminal checks where appropriate.
  - c) Provide periodic training of all employees about the Company’s values and code of conduct, their duty to communicate certain matters including fraud and information on how to communicate such incidents, e.g. Ethical Reporting Policy.
  - d) Incorporate into regular performance reviews an evaluation of how each individual has contributed to creating an appropriate workplace environment in line with the Company’s values and code of conduct.
  - e) Carry out continuous objective evaluations of compliance with the Company’s values and code of conduct, with violations being addressed immediately.
2. The SunOpta Group will, in all its operations and employment practices, comply with applicable laws governing equal employment opportunities to ensure that there is no unlawful discrimination against any employee or applicant. The SunOpta Group currently has a Harassment and Discrimination Policy which addresses the necessary elements in compliance with law.
  3. With respect to operations governed by laws, this Policy relates to all phases of employment including, without limitation recruitment, hiring, placement, promotion, transfer, compensation, benefits, educational, social and recreational programs and the use of Company facilities. It covers all other personnel actions in all job categories and at all levels including employment of qualified disabled individuals, disabled veterans and veterans of the Vietnam era where applicable. It is intended to provide employees with a working environment free of discrimination, harassment, intimidation or coercion relating directly or indirectly to race, color, religion, disability, gender, age or national origin.
  4. Periodic reviews of personnel practices and actions are to be conducted by appropriate employees to ensure compliance with the Business Ethics and Code of Conduct policy as part of management responsibility and to comply with Sarbanes Oxley requirements.
  5. All Directors, members of management and other employees shall actively support this corporate policy. All actions and decisions taken by directors, members of management and their subordinates shall be consistent with this corporate policy and in furtherance of it.

# APPENDIX “E” - HARRASSMENT AND

## DISCRIMINATION POLICY

### 1) **PURPOSE**

To outline the procedures to be followed regarding Harassment, Sexual Harassment and Discrimination.

### 2) **SCOPE**

Applies to all employees during working time and during any activity on or off the Company’s premises which could reasonably be associated with SunOpta.

### 3) **DEFINITIONS**

a) **“Harassment”** means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome, unwanted, offensive or objectionable and may have the effect of creating an intimidating, hostile or offensive work environment interfering with an individual’s work performance; adversely affecting an individual’s employment relationship; and/or denying an individual dignity and respect. Harassment may result from one incident or a series of incidents. It may be directed at specific individuals or groups. Harassment includes but is not limited to comments, conduct, jokes or slurs related to an employee’s race, religious beliefs, country of origin, sexual orientation, gender and/or disability.

b) **“Sexual harassment”** is any unsolicited conduct, comment, or physical contact of a sexual nature that is unwelcome by the recipient. It includes, but is not limited to, any unwelcome sexual advances (oral, written or physical), requests for sexual favours, sexual and sexist jokes or slurs; written or verbal abuse or threats; jokes, taunts, or suggestions about a person’s body, attire, or on other prohibited grounds of discrimination; unnecessary physical contact such as patting, touching, pinching or hitting, patronizing or condescending behaviour; displays of degrading, offensive or derogatory material such as graffiti or pictures; physical or sexual assault.

c) **“Discrimination”** is making decisions based on factors in which the law prohibits. The decisions may be regarding employment, housing, education or other matters that fundamentally affect ones lives. The prohibited factors include race, nationality, religion, gender, age, disability, sexual orientation as well as other protected statuses.

### 4) **POLICY**

a) SunOpta believes in conducting its business in a manner that is free from harassment, sexual harassment and discrimination on or off the Company’s premises. Any such actions by an employee towards another person, employee or non-employee, will not be tolerated.

b) Retaliation or reprisals against any person who has made a complaint under this policy or has provided information regarding a complaint is prohibited. Any retaliation or reprisals are subject to immediate corrective action up to, and including termination. Alleged retaliation or reprisals are subject to the same complaint procedures and penalties as complaints of Harassment, Sexual Harassment and Discrimination.

c) SunOpta appreciates the sensitive nature concerning acts of harassment and discrimination. Individuals may find it difficult to come forward with a complaint under this policy because of

concerns of confidentiality. Therefore, all complaints concerning Harassment, Sexual Harassment and Discrimination, as well as the names of parties involved, shall be treated as confidential.

d) SunOpta's obligation to conduct an investigation into the alleged complaint may require limited disclosure. No record of the complaint will be maintained on the personnel file of the complainant. If there is a finding of improper conduct that results in disciplinary action, it will be reflected only in the file of the person who engaged in such conduct.

## 5) **RESPONSIBILITY**

a) Immediate managers are responsible for investigating any complaints of Harassment, Sexual Harassment and Discrimination that have been made against an employee.

b) The Human Resources Department is responsible for providing guidance and consultation to the immediate manager during the investigation and discipline process.

c) Employees are responsible for reporting promptly when they become aware of, or hear of, alleged actions or complaints of Harassment, Sexual Harassment and Discrimination.

d) Managers are responsible for providing a work environment that is free from Harassment, Sexual Harassment and Discrimination. This includes actively promoting a positive, harassment-free work environment and intervening when problems occur.

## 6) **PROCEDURE**

### 6.01 a) **Step 1 – Direct Communication**

Employees are encouraged to attempt to resolve their concerns by direct communication with the person(s) engaging in the unwelcome conduct. Where employees feel confident or comfortable in doing so, they should communicate disapproval in clear terms to the person(s) whose conduct or comments are offensive. The employees should keep a written record of the date, time, details of the conduct and witnesses, if any.

### b) **Step 2 – Management Support and Intervention**

Employees who are not confident or comfortable with direct communication, or become aware of situations where other employees may be harassed or discriminated against, are encouraged to report these matters to their immediate manager or to the Human Resource Department. The immediate manager will work with the Human Resource Department to find an informal resolution to the complaint.

### c) **Step 3 – Formal Complaint**

If informal attempts at resolving the issue are not appropriate, or proving to be ineffective, the employee may choose to file a formal complaint. To file a formal complaint, the employee must;

- Provide a written notice containing a brief account of the offensive incident (i.e. when it occurred, the persons involved, names of witnesses, if any), the statements and signatures of any witnesses who are willing to corroborate the complaint, and the remedy sought. The written notice must be signed and dated by the complainant.
- File the complaint with the immediate manager and with the Human Resources Department.
- Cooperate with those individuals responsible for investigating the complaint.

All formal complaints shall be investigated by the immediate manager in cooperation with the Human Resources Department. The investigation process shall involve interviews of the complainant, the respondent and any witnesses named by either. Within fifteen (15) working days of the incident or notice thereof, the immediate manager shall conduct the investigation and prepare recommendations, if any, to the Human Resources Manager who must authorize any disciplinary action to be taken.

In the event that the complainant is not comfortable in reporting the issue to their immediate manager, the complaint should then be reported to the Human Resources Manager, and necessary steps will be taken.

All complaints shall be handled in a confidential manner. Information concerning a complaint, or action taken as a result of the investigation, will not be released to anyone who is not involved with the investigation.

Disciplinary action for violations of this statement of policy and procedure will take into consideration the nature and impact of the violations and may include a verbal or written reprimand, suspension (with or without pay) or termination for cause.

Deliberate false accusations of harassment and/or discrimination will also result in disciplinary action up to, and including, termination for cause. However, an unproven allegation does not mean that harassment did not occur or that there was a deliberate false allegation. It simply means that there is insufficient evidence to proceed or that, while the complainant may genuinely have had reason to believe that there was harassment, investigation has not borne out the complaint.

# **APPENDIX “F” - ETHICS REPORTING POLICY**

## **PURPOSE:**

- To ensure the Company has an anti-fraud program which encourages all employees to report any incidents of suspected, alleged or actual fraud.
- To ensure the Company has an avenue for all employees to report suspected violations of laws /regulations or business conduct in a private and confidential manner.
- To ensure a direct line to the Board of Directors if you suspect a violation by any member of SunOpta’s senior management.
- To ensure the Audit Committee has a number of sources for obtaining information other than through management or the auditors;
- To ensure employees are aware that confidentiality will be protected where necessary and employees who report a suspected violation in good faith will be shielded from retaliation.

## **OBJECTIVE:**

- 1. What should be reported to the Audit Committee?** All acts of suspected theft and /or fraud should be reported to the Audit Committee.

It is not possible to present a comprehensive list of every act that should be reported however, some instances include:

1. Illegal acts such as theft, fraud or suspected fraud, including but not limited to:
    - Fraudulent financial reporting
    - Misappropriation of assets
    - Use of expenditures and liabilities for improper purposes
    - Fraudulently obtained revenue
    - Avoidance of costs and/or expenses
    - Self dealings and legal violations of laws, regulations, internal controls and policy
  2. Non arms length transactions or dealings which are not disclosed or considered inappropriate
- 2. What should be reported to the Hotline? 1-800-661-9675** (Confidence Line is an interactive service that puts you in touch with independent, trained professional assistants when you need help with sensitive information or issues pertaining to your place of employment).

It is not possible to present a comprehensive list of every act that should be reported, however some instances include:

1. Discrimination
2. Violations of documented company policies
3. Violations in health and safety rules, environmental laws
4. Workplace Violence
5. Substance Abuse
6. Sexual Harassment
7. Conflicts of Interest
8. Malicious Property Damage
9. Release of Proprietary Information
10. Any other matter, relationship or transaction that does not appear to be in the best interest of the company, its shareholders or employees

**3. What should be reported to the Governance Committee?**

Any matters relating to any member of SunOpta’s Senior Management team. Complete list summarized below:

**Senior Management Members:**

<b>Name:</b>	<b>SunOpta Location:</b>
Steve Bromley	Corporate
Murray Burke	BioProcess Group
David Chapman	Distribution Group
Ben Chhiba	Corporate
Eric Davis	Corporate
John Dietrich	Corporate
Roger Eacock	Distribution Group
Mitch Jensen	IT Group
Art McEvily	Corporate
Brian Metler	Corporate
Allan Routh	Grains & Foods Group
Douglas Shreves	Ingredients Group
Joseph Stern	International Sourcing and Trading Group
Frank Syer	Corporate
Tony Tavares	Corporate
Gerry Watts	Fruit Group

**PROCEDURE:**

**How do you report matters? *There are three options of communication:***

**1. Directly contact the Chairman of the Audit Committee or the Company’s VP and General Counsel:**

- a) **Audit Committee Chair:** Victor Hepburn or
- b) **VP and General Counsel:** Benjamin Chhiba (905) 455-2528 ext 150

Address to: a or b  
 “Private and Confidential”  
 SunOpta Inc  
 2823 Bovaird Drive West  
 Brampton, Ontario L7A 0H2

**2. Hot Line:**

Call **1-800-661-9675** to report your concerns. Your call and concern will be tracked and reported anonymously to the audit committee chair. This process is administered by a third party who is independent of management. ***The call is 100% anonymous.***

**3. Directly contact the Chairman of the Governance Committee (only with respect to matters relating to SMC members pursuant to Objective 3 above):**

“Private and Confidential”  
 Jerry Amato (Chair of Governance Committee, SunOpta Inc.)  
 101 Warren Street Apt 1020  
 New York, NY 10007

## **What will be done with my concern?**

- All letters and correspondence to the Audit Committee, VP and General Counsel and Governance Committee, including reports from the 'Hotline' agency, will be reviewed and discussed by the applicable committee to determine the relevant course of action.
- Courses of action could vary significantly from turning the matter over to management to involving legal counsel for more serious issues. If appropriate, a written response will be given to the submitting employee (if name is provided) however, in some cases this may not be possible.
- No employee will be discharged, demoted, suspended, threatened, harassed or in any other manner discriminated against in the terms and conditions of employment or otherwise because of any lawful act done by an employee in the provision of information to superiors or to appropriate government agencies regarding conduct that the employee reasonably believes violates SunOpta's Business Ethics and Code of Conduct (and relating policies) or any applicable government laws, rules and regulations, or for assisting an investigation of these types of violations.

## APPENDIX “G”

### EMPLOYEE POLICY MANUAL INFORMATION TECHNOLOGY



Author: Mitch Jensen  
Creation Date: November 18, 2004  
Last Updated: September 18, 2009  
Version: 2.0

#### Approvals:

Steve Bromley CEO	
Eric Davis CFO	

#### Document Control

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#### Change Record

Date	Author(s)	Version	Change Reference
11/18/04	Mitch Jensen	1.0	Adoption of CUP from Opta Ingredients for Computer Usage section.
8/8/06	Mitch Jensen	2.0	Update Approvers to remove Serge and Include John. Updated Steve's title. Update reviewers to remove Melissa.

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#### Reviewers

Name	Position
Ben Chhiba	VP & General Counsel, SunOpta
Michelle Albrecht	Director HR & Compliance , SunOpta

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## Background

SunOpta provides computing resources and worldwide network access for legitimate business activities to communicate, access knowledge, and retrieve and disseminate information. These resources, at all times, remain the exclusive property of SunOpta. As such, employees should have no expectation of privacy with regard to information stored or use of such resources whether used during normal working hours, onsite or outside thereof. As employees sharing these resources, we also share the rights and responsibilities of their use. This document describes the shared rights and responsibilities as well as the consequences of misuse.

Please read it as **YOU ARE RESPONSIBLE** for knowing and following corporate policies.

## Computer Usage Policy

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### User Rights and Responsibilities

Worldwide, open access electronic communication is a privilege and continued access requires that users act responsibly. Users should be able to trust that the products of their intellectual efforts will be safe from violation, destruction, theft, or other abuse. Users must respect and value the rights and privacy of others, respect the integrity of the systems and related physical resources, and observe all relevant laws, regulations, and contractual obligations. Users are responsible to the community as a whole to understand what information technology resources are available, to recognize that the members of the community share them, and to refrain from acts that waste resources, prevent others from using them, harm resources or information, or abuse others.

Many departments have their own computing and networking resources and policies. When accessing computing resources, users are responsible for obeying both the policies set forth in this general computing document and the policies of other departments.

Certain information stored on or accessible through SunOpta's network is confidential, proprietary or trade secret information of SunOpta and/or its customers. Employees are hereby put on notice that such information is subject to certain confidentiality obligations and should be used or accessed only on a need-to-know basis.

Activities will not be considered misuse when authorized by an administrator for security or performance testing.

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### Administrator Rights and Responsibilities

SunOpta reserves the right to audit or block any application in use on SunOpta hardware or network.

SunOpta system administrators may access user files or suspend services without notice as required to protect the integrity of computer systems or to examine accounts that are suspected of unauthorized use, misuse, or have been corrupted or damaged.

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### Examples of Misuse

Examples of misuse include, but are not limited to, the activities on the following list:

- Unauthorized use of the SunOpta computing resources (hardware and/or software). Use of the computing resources without proper registration/authorization is prohibited. In addition, if you as an authorized user allow others to access the computing resources, you are held accountable for any actions taken by the individual(s) to whom you've allowed access.
- Using a computer account or obtaining a password that you are not authorized to use. For example, if you, as an authorized user, give out your account and password to another individual, you are accountable for any actions taken by anyone using your account. Additionally, you are responsible for security on accounts and machines provided for your use. This includes setting passwords appropriately to protect their confidentiality.
- Using the network to gain unauthorized access to any computer system.
- Masking the identity of an account or machine. This includes sending mail anonymously and/or sending mail that appears to come from someone else.
- Knowingly performing an act which will interfere with the normal operation of computers, terminals, peripherals, networks, or which will interfere with others' ability to make use of the resources.

- Knowingly running or installing on any computer system or network, or giving to another user, a program intended to damage or to place excessive load on a computer system or network. This includes, but is not limited to, computer viruses, Trojan horses, worms, or password cracking programs.
- Attempting to circumvent data protection schemes or uncover security loopholes. This includes creating and/or running programs that are designed to identify security loopholes and/or intentionally decrypt secure data. This also includes programs contained within an account or under the ownership of an account that are designed or associated with security violations.
- Violating terms of applicable software licensing agreements or copyright laws. This includes the installation of any software application or game not directly licensed to SunOpta
- Using computers or electronic mail to act abusively toward others or to provoke a violent reaction, such as stalking, acts of bigotry, threats of violence, or other hostile or intimidating "fighting words". Such words include those terms widely recognized to victimize or stigmatize individuals on the basis of race, ethnicity, religion, sex, sexual orientation, disability, etc.
- Posting on electronic bulletin boards materials that violate SunOpta's codes of conduct. This includes posting on Internet services information that may be slanderous or defamatory in nature or displaying graphically disturbing or sexually harassing images or text in a public computer facility or location that can potentially be in view of other individuals.
- Attempting to monitor or tamper with another user's electronic communications or reading, copying, changing, or deleting another user's files or software without the explicit agreement of the owner.
- Using your account for any activity that is commercial in nature, such as consulting services, typing services, developing software for sale, advertising products, and/or other commercial enterprises for personal financial gain.
- Deliberately wasting computing resources, such as the installation and playing of games, sending chain letters, storing or moving large non-business related files (mp3's, mpeg's, jpg's, etc) which could compromise system integrity or preclude other users right of access to disk storage.
- Theft or damage of equipment or software.

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## Consequences of Misuse

Misuse of computing, networking, or information is unacceptable, and users will be held accountable for their conduct. Deliberate infractions can result in temporary loss of computing and/or network privileges, termination of employment and/or Federal or State legal prosecution. Some types of misuse can be prosecuted under applicable Federal and State laws. Files may be subject to search under proper authorization. Illegal reproduction of software protected by U. S. copyright law is subject to civil damages and criminal penalties including fines and imprisonment.

## Email Usage Policy

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### Background

Extreme care must be taken not to expose SunOpta to risk of security or confidentiality breaches, legal claims, harassment, or sabotage. Failure to follow these requirements could be the basis for employee discipline, including termination of employment.

This guideline applies to SunOpta and all other users of the electronic mail and messaging infrastructure, whether through the Internet, Intranet, online access provider systems, or other internal web infrastructure or applications. This includes SunOpta's computer network, e-mail and voice mail systems, videoconferencing, telephony, and all access to or use of the Internet.

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### General Philosophy Statement

SunOpta's computer and voice communications systems are provided to users for the conduct of SunOpta's business. Electronic files and communications created, sent, or received through these systems are SunOpta's records and is the property of SunOpta. SunOpta reserves the right to monitor employee usage and communication on these systems.

*Employees must take care to ensure the accuracy and professionalism of all e-mail communications. Electronic mail messages must be able to withstand public scrutiny in the event SunOpta is required by law to disclose them, without causing embarrassment to SunOpta, its employees, or customers.*

*Employees should not make casual, offhand, or ill-considered remarks on e-mail. Each e-mail message should be carefully considered as a formal paper memorandum because e-mail messages and other electronic files deleted by the user may still be present elsewhere, either in another person's mailbox, on a hard drive, on a file server or in backup tapes or files.*

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### Standard Practice/Procedure

The computer system belongs to SunOpta. As a general rule, employees should use the computer system for business purposes only. Personal use of the computer system, including Internet access, should be kept to a minimum. Specifically, the use of the Internet for viewing non-business related video, audio, graphics, listening to the radio, watching TV or downloading large news articles or any other large capacity usages are not permitted as this excessive use may put a strain on our infrastructure and interfere with the operation of our business.

SunOpta reserves the right to have authorized supervisors or System Administrators access, review and/or monitor electronic mail when deemed appropriate, with Human Resource approval. An employee's use of the system constitutes that employee's consent to have the company access, review, and/or monitor all such use.

SunOpta reserves the right to access, monitor, and disclose the use of its systems and the contents of files and communications created, sent, or received on SunOpta's systems at any time to determine whether there have been any breaches of security, violations of SunOpta's policy, or other system misuse. Users should have no expectation of privacy in anything they create, store, send, or receive through SunOpta's systems or the Internet. SunOpta has a right to access electronic files and communications, such records should be treated as confidential by other users and accessed only by the sender and intended recipients.

Violations of any portion of this policy will result in appropriate disciplinary action, up to and including discharge.

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## Prohibited Uses of Email

- Sending messages that are, or may be considered to be, discriminatory on the basis of race, sex, age, national origin, citizenship, color, religion, disability, sexual orientation, marital status, or veteran status;
- Sending messages, or accessing material over the Internet or otherwise, that may constitute sexual harassment, or that contain obscene or sexually-oriented material;
- Sending messages that are defamatory, abusive, derogatory, excessively personal, or harassing, whether intended to be serious or humorous;
- Sending messages prohibited by laws or regulations, including laws concerning competition and pricing;
- Sending copies of documents in violation of copyright laws or licensing agreements;
- Sending files or messages containing computer viruses, worms, spy-ware or other malicious computer programs;
- Sending confidential or proprietary SunOpta information or data to persons not authorized to receive it, either within or outside SunOpta;
- Sending chain letters or messages;
- Engaging in illegal activity;
- Engaging in personal commercial activities;
- Engaging in communications regarding personal disputes or claims, or legal disputes or claims not related to the business of SunOpta;
- Promoting political positions or actions;
- Soliciting of any type, except for company-sanctioned activities;
- Advertisement of an employee's e-mail address for personal or non-company business.

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## Discouraged Uses of Email

SunOpta's e-mail system is provided to employees as a tool for business communication. SunOpta realizes that employees may have an occasional need to use e-mail for personal reasons. Occasional, limited uses of this type may be permitted, provided:

- that such use is limited in scope and duration and is not excessive;
- that the nature of the use does not violate a specific provision of this policy or other SunOpta policies;
- and that such use does not interfere with, disturb, or impede in any way the user's performance of his or her job duties, or the job duties of other employees.

SunOpta retains sole and absolute discretion to determine whether specific e-mail usage is permitted, and to limit or prohibit such use if management believes that such limitation or prohibition is warranted by the particular circumstances.

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## Standard Email Facilities

All e-mail communications regarding SunOpta's business should not be made through personal or non-standard e-mail facilities or accounts, such as AOL, Hotmail, Yahoo Mail, or similar service providers.

Some employees may find it necessary to maintain and/or access separate personal e-mail accounts via the system for personal reasons. In the event that employees find it necessary to maintain or access such personal accounts on the system, all such use shall be governed by the terms of this guideline. SunOpta will not facilitate or assist in accessing or maintaining such personal accounts, and will not provide service, maintenance, or backup for or related to such personal accounts. SunOpta may prohibit or restrict access to certain personal accounts from the system for reasons of security or other reasons as it deems appropriate in its sole discretion.

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## Responsibilities

If you need clarification on any of the prohibited uses of e-mail, or about any aspect of this policy, contact SunOpta's Legal or Human Resources Department. Exceptions need to be approved by the SunOpta Human Resources & Compliance Manager.

**Employees found to be in violation of this policy may face disciplinary action, up to and including termination of employment.**

## Issues for this Deliverable

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### Open Issues/ Actions

ID	Issue/Action	Description	Follow-up	Assigned To	Tracker ID
1.					
2.					
3.					

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### Closed Issues/ Actions

ID	Issue/Action	Description	Resolution	Assigned To	Tracker ID
1.					
2.					
3.					

# **APPENDIX “H”**

## **DOCUMENT RETENTION POLICY**

### **PURPOSE AND OBJECTIVE**

To establish a comprehensive policy for the retention of company records and documents in compliance with applicable laws and one that will serve the SunOpta Group’s best interests having regard to litigation, among other things.

### **POLICY**

1. It will be the responsibility of each Group within the Company (i.e. Corporate, SunOpta Grains and Foods, SunOpta Ingredients, SunOpta International Sourcing and Trading, SunOpta Fruit, SunOpta Distribution as well as SunOpta BioProcess Inc. and Opta Minerals Inc.) to ensure that the applicable department within the Group retains the necessary records for the prescribed periods provided below. This responsibility should be vested with the CFO or VP Finance of the applicable Group who should maintain a current and updated list of such documents to be shared with Corporate at least annually. All such documents should be kept in secure locations to the extent possible.

2. **Finance Records**

**Finance records to be held for 7 years**

AP paid invoices (includes all expense reports, grower payments, etc.)  
AR Manual invoices and support (other invoices are available on Oracle)  
Vendor maintenance requests  
Customer maintenance requests  
Item code maintenance requests  
Cash application backup  
Cancelled Checks  
General Ledger – Journal entry backup  
AR/AP Intercompany invoices  
Reconciliation binders AR, AP, System Accruals (which includes all reports for rec)  
1099 Filings  
All Tax Returns (Corporate, Sales, Use etc.)  
10Qs and 10K  
Consolidation documents and support  
Support for consolidating JE  
All proofs for consolidating balances  
All Tax correspondence  
Year end financial statements for each legal entity

**Finance Records to be kept indefinitely**

Asset information  
Vendor W9’s  
Tax exemption certificates

### 3. **HR/Payroll Records**

#### **HR/ Payroll records to be held for 7 years**

Register  
W2s  
T4s  
T1s  
Record of Employment  
Bonus Payments

#### **HR/ Payroll records to be held for 4 years**

Pay stubs  
Time cards  
Exception reports  
Change requests

#### **HR records to be held for 7 years**

401(k) application  
RRSP application  
Benefits application  
Life Insurance application  
ESPP application  
Workers comp reports  
Workers comp claims  
Confidence line complaints  
Stock Options Data

#### **HR/ Employee Files to be held for 7 years (after employee terminates)**

I9s  
Pre-employment documentation  
Employee files

### 4. **Plant records**

- Records relating to normal food processing are required to be retained for a minimum period of 2 years pursuant to the Bioterrorism Act. - **(Hold for 5 years)**
- Records related to organic production and commodity origin are required to be retained for 5years. - **(Hold for 5 years)**
- Environmental records - **(Hold indefinitely)**
- Physical Inventory records - **(Hold for 7 years)**

## 5. Other Company records/documents

- Current Customer files - **(Hold for 2 years after end of relationship)**
- IP and proprietary data and files (*with copies to be provided to Corporate Legal*) **(Hold indefinitely)**
- Contracts (*with copies to be provided to Corporate Legal*) - **(Hold indefinitely)**
- Computer records and data i.e. Emails (*IT Department*) **(Per IT Policy except for emails and computer files that relate to the specific aforementioned categories in which case hard copies should be kept)**

*ALL OTHER RECORDS AND DOCUMENTS OF A GENERAL NATURE WHICH ARE NOT REQUIRED TO BE KEPT FROM A LEGAL, FINANCIAL OR A REGULATORY PERSPECTIVE MAY BE DISPOSED OF IN THE NORMAL COURSE.*

If you have any questions on either the policy or about retention of specific documents, please consult with Corporate Legal.

## **APPENDIX “I”**

### **APPROVAL OF MINIMUM COMMITMENTS**

#### **PURPOSE AND OBJECTIVE**

To establish a policy whereby any commitments made on behalf of the Company or any of its subsidiaries for an amount equal to or greater than the specific amounts currently covered in other policies (e.g. \$250K for SG&A items, \$1M for COGS items, \$50K for RCAs and Leases etc.) are subject to legal review and approval. For any other commitments not presently covered by any existing policies, legal review and approval will be required for any Company or subsidiary obligations equal to or greater than \$500,000.

#### **POLICY**

Each of the Groups within the Company will be required to submit any proposed commitments, as referenced above regardless of the form (i.e. contract, guarantee, letter, email, purchase order or otherwise) intending to bind the Company to, Corporate Legal for review of the terms and conditions of the applicable commitment and related documents **UNLESS** the nature of the commitment is recurring and the particular form was previously reviewed and approved by Legal.

Upon review of the applicable commitment and related documents and negotiation, if any, of the relevant terms and conditions, approval may be granted to proceed with the subject commitment.