

**FRESH DEL MONTE PRODUCE INC.
CODE OF CONDUCT AND BUSINESS ETHICS POLICY**

It is the policy of Fresh Del Monte Produce Inc. to strictly observe and adhere to all laws and ethical standards applicable in all jurisdictions in which it conducts its business, to conduct its business affairs lawfully and ethically and to do so with honesty and integrity; there will be no waivers or exceptions in the name of competitive demands, social traditions, or other exigencies, except as permitted or required by law.

This Code of Conduct and Business Ethics Policy is applicable to employees at all locations owned, leased, managed, or operated by Fresh Del Monte Produce Inc. and its subsidiaries (collectively, the "Company"), as well as all of the Company's corporate directors, officers, employees, agents and representatives and each of their respective immediate family members (collectively, "Company Representatives").

1. CONFLICTS OF INTEREST

- A.** All Company Representatives have a duty to avoid financial, business or other relationships or activities that might be opposed to the interests of the Company, or might cause a conflict with the performance of their duties, or would result in activities that would compete with the Company's business. Company Representatives must conduct themselves in a manner that avoids even the appearance of a conflict between their personal interests and those of the Company.
- B.** No Company Representative shall avail himself or herself of opportunities for self-enrichment that are discovered through knowledge gained in the performance of an assigned function or through the use of contacts, information, products or services related to or obtained from the Company.
- C.** No corporate funds, assets, services or facilities shall be used, directly or indirectly, for any unlawful, unethical or personal enrichment purpose.
- D.** No Company Representative shall acquire or maintain a direct or indirect ownership interest in any business enterprise of a competitor.
- E.** No Company Representative shall acquire or maintain a significant direct or indirect ownership interest in any business enterprise of a customer, or a supplier of goods or services or credit to the Company, which accounts for or is equivalent to over 5% of the Company's Annual Net Sales.
- F.** No Company Representative shall commit fraud or deceit, knowingly conduct himself or herself in a false, misleading or deceptive manner or otherwise act in bad faith or with malicious purpose in his or her service or representation of the Company.

- G.** No Company Representative shall enter into any contract, agreement or binding commitment for or on behalf of the Company unless such contract, agreement or binding commitment has been duly approved and its entry authorized in accordance with the Financial Policies and Procedures of the Company, as modified from time to time.

2. POLITICAL CONTRIBUTIONS

No corporate funds, assets, services or facilities shall be used, directly or indirectly, for the purpose of aiding, supporting or opposing any political party, association, organization or candidate where such use is illegal or improper under the laws or regulations of the relevant jurisdiction. This includes loans of corporate funds, assets, services or facilities and direct or indirect payments, including the reimbursement to Company Representatives or third parties for political contributions or payments that they have made. The use of corporate funds, assets, services or facilities for political purposes in jurisdictions where the same are permitted by law shall not be prohibited if the use shall be with the specific authorization of the Company's most Senior officer in the Region, and the advance approval of the President/Chief Operating Officer, or the Chief Executive Officer. Company Representatives may, of course, make personal political contributions as they choose, so long as any such contribution is not in violation of any applicable laws; but no Company Representative may be compensated or reimbursed, directly or indirectly, by the Company for any such personal contribution.

3. COMPLIANCE WITH LAWS AND REGULATIONS

A. No Company Representative shall take any action on behalf of the Company that violates any law or regulation of the United States or any foreign jurisdiction that applies to the Company's business. All Company Representatives must comply with all laws and regulations of the United States or of any foreign jurisdiction that apply to the Company's business.

B. No Company Representative shall contribute or offer to contribute anything of value, including any corporate funds, assets, services or facilities in any form, in order to secure business for the Company or to influence any decision or action affecting the Company, including the timely performance of any official duty or action or to ward off or postpone decisions of matters affecting the Company where such contribution or offer is in violation of any applicable law or regulation, including without limitation, the Foreign Corrupt Practices Act ("FCPA"). Without limitation of the foregoing, no Company Representative shall engage in any form of bribery or kickbacks; and nothing of value shall be contributed or offered (i) to influence the action of any government official, agent or employee, political party or party official, or candidate for political office (collectively, a "Government Representative") without the prior written approval of the Company's General Counsel, or (ii) improperly to influence or bribe any private customer, supplier or other person.

B. (Concluded) The foregoing includes direct and indirect payments (including payments through consultants, suppliers or other third parties or non-governmental persons), including the reimbursement of Company Representatives for payments or gifts that they might personally have made. An exception in the FCPA allows for “facilitating payments” made to provide for “routine governmental action”; Examples of acceptable “facilitating payments” are: payments made in order to obtain permits, licenses, or other official documents; payments made for the processing of governmental papers, such as visas and work orders; payments made for the provision of police services, mail pick-up and delivery, the provision of utility services such as phone, electricity, and water; payments made for the loading and unloading of cargo, or for the protection of perishable products; payments made for the scheduling of inspections associated with contract performance or transit of goods across the country. The monetary value of such payments should be nominal (generally, not more than US\$250 per instance.)

C. Neither the Company nor any Company Representative shall enter into any transaction with any Government Representative (or one of their immediate family members) and no Government Representative (or one of their immediate family members) shall be retained by either the Company or a Company Representative to perform legal, consulting, or other services related to a matter within the scope of such Government Representative’s official duties or the duties and/or the responsibilities of the government body by which he or she is employed. Any other contracts or other arrangements between the Company or a Company Representative and a Government Representative, (or one of their immediate family members), even if not related to the scope of such Government Representative’s official duties, must have the prior written approval of the Company’s General Counsel.

D. The United States currently has in place a number of regulations restricting trade and other dealings with certain governments and certain persons (collectively, the “Restricted Countries”), as well as a number of specially designated persons, including Specially Designated Narcotics Traffickers (SDNTs) and Specially Designated Terrorists (SDTs). Any Company Representative, who becomes aware of any proposed or existing dealings with Restricted Countries, SDNTs, or SDTs that involve or may involve the Company directly, or the interests of the Company indirectly, should report such dealings immediately to the Company’s General Counsel. Current listings of “Restricted Countries” and “Specially Designated Persons” are available within the Del Monte Fresh Produce “Employee Hotline and Business Ethics” intranet site.

4. GIFTS AND ENTERTAINMENT

A. Company Representatives are not to solicit or accept gifts, payments, fees, services, special valuable privileges, pleasure or vacation trips or accommodations, loans (except on conventional terms generally available from banks or other traditional lending institutions), dividends, interest, commissions, wages, or other special favors from any organization, person or group that does or is seeking to do business with the Company, without the prior approval of the Company's most Senior officer in the region or department in which the Company Representative is employed and the President/Chief Operating Officer. The foregoing shall not prohibit the exchange of token gifts (not in cash, bonds, or similar items) of nominal value (generally not exceeding US\$250.00) or entertainment where the giving and accepting of such gifts are a customary practice in the country involved, provided such exchange does not appear to obligate the Company Representative, the Company or any associated third party. No Company Representative shall accept anything of value in exchange for referral of third parties to any such person, organization or group unless it is otherwise permitted under this Code.

B. It is recognized that reasonable and proper entertainment of selected customers, suppliers, partners, prospective employees and business associates, is, at times, in the best interest of the Company and may be proper. However, such entertainment must, at all times, be in accordance with all applicable laws and regulations and in accordance with the approvals and reporting procedures established by the Company. It is further recognized that the furnishing of nominal gifts, or the furnishing of corporate services or facilities on a complimentary basis in the best interests of the Company may be reasonable and proper. However, Company Representatives may furnish gifts, services or facilities at Company expense, only if all of the following conditions are met:

- (a) Gifts in the form of cash, bonds (or similar items) shall not be given regardless of amount, and the value of other gifts - e.g., Christmas gifts -generally shall not exceed US \$250.00;
- (b) The furnishing of gifts, services or facilities is in accord with normally accepted business practices, and complies with the policies of the Company;
- (c) The practice would be considered reasonable and in accord with generally accepted ethical practices in all governing jurisdictions;
- (d) The subsequent public disclosure of all facts would not be embarrassing to the Company; and
- (e) The practice must be in accordance with all applicable laws and regulations, including, without limitation, the FCPA.

5. ACCOUNTING AND FINANCIAL REPORTING

A. No false, artificial, misleading or misstated entry shall be made in any of the books, records or financial statements of the Company for any reason, and no Company Representative shall engage in any arrangement that results in such prohibited act. All entries on the books and records of the Company shall reflect the real nature or purpose of the transaction reported, and no corporate funds, assets, services or facilities shall be used with the intention or understanding that such use, in whole or in part, is for any purpose other than that described by the documents supporting the use in question. In addition, no payment by or on behalf of the Company shall be made or received without adequate supporting documentation and no undisclosed or unrecorded fund or asset of the Company shall be established or maintained for any purpose. It is a violation of Company policy to unduly or fraudulently influence, coerce, manipulate or mislead independent or internal auditors regarding the Company's financial statements, accounting practices, or internal controls or processes.

B. No Company Representative shall make a false or misleading statement to the Company's independent auditors, internal auditors, or regulators nor shall any Company Representative conceal or fail to reveal any information necessary to make the statements made to such auditors or regulators not misleading. Under no circumstances may any employee take any action to fraudulently influence, coerce, manipulate or otherwise mislead the Company's auditors in connection with their audit or other review of the Company's financial statements. Those Company Representatives responsible for providing financial and non-financial information required in the periodic Reports and filings or submissions to securities regulators and in the Company's other public communications shall ensure such information is disclosed fully, fairly, accurately, timely, and clearly. To ensure appropriate handling of requests from persons outside of the Company, such as media representatives, such requests must be directed to "Investors Relations, P.O. Box 149222, Coral Gables, Florida, 33114."

C. All Company Representatives are responsible for safeguarding the Company's assets within their control or supervision from loss, theft, or misuse and to use available means to protect these assets at all times. No Company Representative shall destroy or remove any records or documents of Company except in accordance with the Company's Records Retention Policy.

6. PROTECTION FROM RETRIBUTION

The Company's directors, officers, managers, supervisors and/or other Company employees who exercise management or supervisory responsibilities (collectively, "Company Management") will not discharge, threaten, suspend, reprimand, harass, discipline, withhold or suspend payment of salary and/or benefits, demote, transfer or otherwise take discriminatory actions against any Company Representative who while acting in good faith, reports, submits or otherwise communicates matters related to violations or possible violations of the Company's Policies, Code of Conduct and Business Ethics Policy, and applicable laws and regulations to Local, Regional and/or Corporate Company Representatives, authorized external and/or internal Auditors, and /or Regulators. This does not limit Company Management from the performance of normal and customary personnel actions that may involve or impact the Company Representative who reported violations or possible violations, or from taking normal and customary disciplinary actions as may be warranted based on the work performance of such Company Representative and/or his/her violations of relevant Company Policies, Regulations, and/or Procedures

7. CONFIDENTIALITY AND PROPRIETARY INFORMATION

It is the policy of Fresh Del Monte Produce Inc. to observe the following requirements with respect to maintaining confidential and proprietary information.

I. NO DISCLOSURE OF CONFIDENTIAL INFORMATION

- A.** Except as required in connection with a Company Representative's work for the Company, no Company Representative shall, either during his/her employment with the Company or thereafter, disclose to any third party or use any confidential information, proprietary information or trade secret of the Company, or such information regarding third parties with whom the Company may, directly or indirectly, have an obligation of confidentiality, without the prior written consent of the Company, unless and until such information becomes a matter of public knowledge through no fault of such Company Representative.
- B.** No Company Representative shall disclose or use in connection with his/her employment by the Company, information obtained from any other person or entity, including any former employer, which such Company Representative knows or has reason to believe to be confidential, proprietary or a trade secret, unless consented to in writing by such other person or entity.
- C.** No Company Representative shall use "inside information" (i.e. information obtained as a result of the Company Representative's employment with the Company and which is not available to the General Public) or significant business information helpful to the Company's operations for his or her personal benefit or for the benefit of any of his or her immediate family members (see also Fresh Del Monte Produce

Inc. Insider Trading Policy).

- D.** No Company Representative shall conduct any discussions with employees of competing companies or industry analysts or organizations or other interested parties which relate or refer to (a) sales prices or terms for the sale of any product that the Company is offering or considering offering for sale, or (b) other discretionary activities or plans which have not been previously publicized by the Company.

II. OWNERSHIP OF PROPERTY

- A.** All inventions, improvements, developments, ideas and original works of authorship, whether or not patentable or copyrightable and whether or not fixed in any mode of expression or reduced to practice, that any Company Representative makes or conceives of, alone or jointly with others, during such Company Representative's employment with the Company or which result from such Company Representative's work for the Company (hereinafter collectively referred to as "Proprietary Information") shall be the exclusive property of the Company, its successors, assigns, or nominees.
- B.** Each Company Representative shall promptly and fully disclose to the Company any and all Proprietary Information made or conceived by such Company Representative during the period of his or her employment, and will assign to the Company or its nominee all such employee's right, title and interest in and to such Proprietary Information; provided, however, that nothing in this Agreement shall require the assignment of any of the Company Representative's rights in any Proprietary Information for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on a Company Representative's own time, and (a) which does not relate either to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by such Company Representative for the Company.
- C.** At the request and expense of the Company, but without further compensation to a Company Representative other than reasonable payment to him/her for his/her time involved, each Company Representative shall acknowledge and deliver all such papers, including without limitation patent applications, as may be necessary or desirable in the sole discretion of the Company to obtain, maintain, protect and vest in the Company the entire right, title and interest in and to any and all Proprietary Information which such Company Representative is required to assign to the Company hereunder and any patent applications, patents, copyrights, or other proprietary rights of any kind relating thereto, in all countries of the world; including rendering such assistance as the Company may request in any contemplated or pending litigation, Patent Office proceeding, or other proceeding.
- D.** All notebooks, memoranda, reports, blueprints, computer programs, documents of any kind, computer disk or tape or any other media containing information obtained from or

pursuant to employment with the Company, are the sole and exclusive property of the Company. Upon termination of a Company Representative's employment with the Company or as requested by the Company prior thereto, each Company Representative shall return all such items obtained during the course of his/her employment, including all copies thereof and all work product derived therefrom.

III. RELEASE OF PROPRIETARY INFORMATION

It is the Company's policy to release to Company Representatives Proprietary Information not of interest to the Company, subject to the retention by the Company of an irrevocable, nonexclusive, royalty-free license and that such release will be considered by the Company, when initiated by a Company Representative's detailed written request describing the Proprietary Information requested to be released, and stating that such Company Representative does not believe that it is related to subject matter of interest to the Company. The Company shall have the sole right to determine whether such Proprietary information includes subject matter of interest to the Company.

8. HUMAN RIGHTS

The Company respects and promotes these fundamental human rights: freedom from any discrimination based on race, creed, color, nationality, ethnic origin, age, religion, gender, sexual orientation, marital status, connections with a national minority, disability, or other status. The Company will not use child or forced labor, nor will it tolerate working conditions or treatment of employees that are in conflict with applicable international laws.

9. WORKPLACE PRACTICES

All Company Representatives must respect and encourage the best ethical and moral values at work, promoting teamwork, individual responsibility, and the strength that comes from diversity. The Company will strive to pay fair compensation, and provide a safe and healthy workplace for employees. The Company is committed to equality of opportunity in all its employment practices, policies and procedures.

10. ENVIRONMENT

The Company's environmental practices are based on the protection of the environment in the communities of each of our global locations. The Company manages its operations by adopting and implementing best practices that protect the environment.

11. IMPLEMENTATION OF THE CODE OF CONDUCT AND BUSINESS ETHICS POLICY; REPORTING VIOLATIONS

The compliance commitment in this Code of Conduct and Business Ethics Policy extends to all matters, including decisions relating to trade, investment, subcontracting, supplying, business development, and in all other business and employment relationships. The Company's approach to implementing this Code of Conduct and Business Ethics Policy is active, open and ethically sound. We will do our utmost to identify and resolve ethical, legal, and environmental, employment, and human rights issues consistent with this Code of Conduct and Business Ethics Policy.

It is the responsibility of each Company Representative to promote, monitor and implement the Code of Conduct and Business Ethics Policy. Questions about the application or meaning of any provisions, or actual or potential violations of the requirements and prohibitions ("Reportable Items") are to be reported to any of the following: his/her Administrative or Functional Supervisor, the Company's most Senior Officer in the Department, Location, Function or Region in which the Company Representative is employed, the most Senior Representative of the Local, Regional or Corporate Human Resource Department, the most Senior Representative of the Regional or Corporate Internal Audit Department, or the Company's General Counsel. If the Company Representative wishes to remain anonymous or otherwise so decides, he/she should contact the Company's Employee Hotline by phone by dialing 305-520-8499 or toll-free (US only) 1-800-925-4537, fax by dialing 305-520-8496, e-mail to emphotline@freshdelmonte.com, mail to "attn: Employee Hotline, Del Monte Fresh Produce, PO Box 149222, Coral Gables, Florida, USA, 33114". Confidentiality for persons who choose not to remain anonymous will be maintained to the fullest extent possible.

Any Company Representative who authorizes, directs or in any way participates in any violation of the requirements of the Code of Conduct and Business Ethics Policy shall be subject to appropriate disciplinary action, which may include termination, reimbursement to the Company for any losses or damages resulting from the violation, and criminal and/or civil liability.

Any waiver of this Code of Conduct and Business Ethics Policy for executive officers or directors requires the approval of the Board of Directors of Fresh Del Monte Produce Inc. and must be promptly disclosed to shareholders.

CERTIFICATE OF AGREEMENT AND COMPLIANCE TO THE CODE OF CONDUCT AND BUSINESS ETHICS POLICY

I have read and thoroughly understand the requirements of the Fresh Del Monte Produce Inc. Code of Conduct and Business Ethics Policy. I agree to comply with all of the requirements and restrictions of the Code of Conduct and Business Ethics Policy and will promptly and completely report any and all violations or possible violations (“Reportable Items”) of which I am aware. Therefore, I hereby certify that to the extent allowed and as defined by relevant local and national laws and regulations:

- _____ 1. Neither I nor, to the best of my knowledge, any member of my immediate family (i) is engaged in any financial, business or other relationship or activity which has created or might create a conflict of interest with the Company as described in the Code of Conduct and Business Ethics Policy or (ii) is aware of any actual or potential violation of the Code of Conduct and Business Ethics Policy, except as noted below.

- _____ 2. I have not violated or otherwise taken or omitted to take any action to cause the Company to violate the Code of Conduct and Business Ethics Policy since the date of my last Certificate, except as noted below.

- _____ 3. I do not have any knowledge of or any reasonable belief that (a) any officer, director, or employee of the Company or (b) any representative, agent, vendor, or other person with whom the Company has a contractual relationship has violated or taken or omitted to take any action to cause the Company to violate the Code of Conduct and Business Ethics Policy since the date of my last Certificate, except as noted below.

- _____ 4. I have no additional actual or potential violations of the Code of Conduct and Business Ethics Policy or conflicts of interest to report with respect to the Code of Conduct and Business Ethics Policy since the date of my last Certificate, except as noted below.

- _____ 5. I agree to immediately advise the General Counsel if I learn of or have reason to believe there has been any violation of the Code of Conduct and Business Ethics Policy in connection with the Company’s business, other than as noted below.

Reportable period: _____

Signature: _____

Date: _____

Name: _____

Position: _____

Work Location: _____

Instructions:

- 1. Complete, sign, date, and return original within five (5) -business days to Corporate Human Resources
- 2. If a “Reportable Item” is included, forward one copy to the General Counsel
- 3. Maintain one copy for your record