



## SUPPLIER CODE OF CONDUCT

IDEAL INDUSTRIES, INC. (IDEAL) is committed to conducting business in an ethical and honest manner, and in a way that promotes corporate social and environmental responsibility. This includes responsible supplier selection by conducting business with suppliers who share IDEAL's commitment to integrity. We understand that the business practices and actions of a supplier may impact or reflect upon IDEAL. Therefore, IDEAL requires its suppliers (Suppliers), their employees, agents and sub-suppliers to operate in accordance with the principles and ethical standards contained in the Supplier Code of Conduct ("Supplier Code" or "Code").

The Supplier Code sets forth detailed standards and expectations for each Supplier concerning labor and human rights, health and safety, environmental protection, business ethics, and management practices.

IDEAL Suppliers shall conduct their business activities in full compliance with the applicable laws and regulations of the United States, all countries in which Suppliers are operating, and any other applicable laws. Suppliers shall ensure that products, services and shipments adhere to all applicable international trade compliance laws, rules and regulations.

Suppliers are to provide safe working conditions, treat workers with respect and dignity, act fairly and ethically, and use environmentally responsible practices wherever possible in the course of making or providing products or performing services for IDEAL. Supplier compliance with this Supplier Code will be assessed, and any violations of this Code may jeopardize the Supplier's business relationship with IDEAL. Potential consequences for violation include termination.

### LABOR AND HUMAN RIGHTS

All workers deserve a fair and ethical workplace. Workers must be treated with the utmost dignity and respect, and Suppliers shall uphold the highest standards of human rights. Accordingly, all Suppliers and other participants in IDEAL's supply chain are expected to adhere to the following labor standards:

#### a) **Child Labor Avoidance**

Suppliers shall not use child labor. The term "child" refers to any person employed under the age of 15, or under the applicable minimum age for completion of compulsory education, or under the minimum age for employment in any particular country, whichever is greatest. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardize the health, safety or morals of young workers. Suppliers shall not require juvenile workers to work overtime or perform night work. Suppliers shall also comply with all other applicable laws and regulations regarding the employment of minors.

#### b) **Voluntary Labor**

Suppliers shall only use voluntary labor and shall not engage in any form of human trafficking or use any type of forced labor including slave, bonded, indentured, involuntary or prison labor. Involuntary labor includes the transportation, harboring, recruitment, transfer, receipt, or employment of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of exploitation. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment. Suppliers shall not require workers to surrender any government-issued identification, passports or other travel documentation or work permits as a condition of employment or for any other reason. Excessive fees are unacceptable and all fees charged to workers must be disclosed. Suppliers shall ensure that workers' contracts clearly convey the conditions of employment in a language understood by the workers. Supplier shall not impose unreasonable restrictions on movement within the workplace or upon entering or exiting company-provided facilities. Suppliers shall ensure that any third-party recruitment agencies used comply with the provisions of this Code and applicable laws.

**c) Freedom of Association and Collective Bargaining**

As legally permitted, Suppliers shall respect rights of workers to associate freely with others, form, and join or not join labor unions or organizations of their choice, and bargain collectively, without interference, discrimination, retaliation, or harassment and shall comply with all applicable local and national laws pertaining to freedom of association and collective bargaining. In the absence of formal representation, Suppliers shall ensure that workers have a mechanism in place that facilitates open communication between management and workers and allows workers report grievances with management regarding working conditions and management practices without fear of reprisal, intimidation or harassment.

**d) Discrimination**

Suppliers must be committed to a workforce free of harassment and unlawful discrimination. Suppliers shall employ workers on the basis of their ability to do the job and shall not engage in discrimination against any worker on the basis of race, sexual orientation, gender identity, color, age, gender, maternity, national origin, disability, religion, ethnicity, marital status, political affiliation, or union membership, in hiring and other employment practices such as promotions, rewards and access to training. Suppliers shall not require pregnancy or medical tests, except where required by applicable laws or regulations or prudent for workplace safety, and shall not improperly discriminate based on test results.

**e) Wages and Benefits**

Workers should have the ability to earn fair wages, as determined by applicable local law. Suppliers must comply with all applicable wage and hour laws and regulations, including those relating to minimum wage, overtime, and other elements of compensation, and must provide all legally mandated benefits. Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater. Supplier shall compensate workers for overtime hours at the legal premium rate. Suppliers shall communicate pay structure and pay periods to all workers. Suppliers shall pay accurate

wages in a timely manner, and wage deductions shall not be used as a disciplinary measure. Suppliers are fully responsible for the quality, performance, behavior, supervision and protection of their personnel.

**f) Working Hours**

Suppliers must maintain work hours in compliance with all applicable laws and regulations. Further, a workweek shall be restricted to a maximum of 60 hours, including overtime, except in emergencies or unusual situations, and workers shall take at least one day off every seven days. Suppliers shall follow all applicable laws and regulations with respect to working hours and days of rest, and all overtime must be voluntary.

**g) Humane Treatment**

Suppliers shall treat each worker with dignity and respect. Suppliers shall commit to a workplace free of harassment and abuse, and will not engage in, or threaten workers with, harsh or inhumane treatment, including sexual harassment, psychological harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse.

Suppliers shall provide workers with reasonably accessible and clean toilet facilities and potable water. Supplier-provided dining, food preparation, and storage facilities shall be sanitary. Worker dormitories provided by Suppliers or labor agent shall be clean and safe and provide reasonable living space with adequate heat and ventilation along with reasonable entry and exit privileges.

## **HEALTH AND SAFETY**

**a) Safe work environment**

Suppliers must be committed to the safety and health of their employees and shall provide and maintain a safe work environment by minimizing physical and chemical hazards through proper design, engineering and administrative controls, preventative maintenance, safe work procedures (including lockout/tag out) and ongoing safety training. Suppliers are responsible for assuring that all workers are qualified to perform their work functions safely. Suppliers shall provide workers with appropriate workplace health and safety training in their primary language and health and safety related information shall be clearly posted in the facility.

**b) Incident reporting**

Suppliers must have procedures and systems in place that allow workers to report health and safety incidents and near-misses, as well as a system to investigate, classify, track, and manage such reports. Such procedures and systems must implement all applicable laws and regulations, and include provisions to encourage worker reporting and implement corrective actions. Supplier corrective action plans should mitigate risks, provide necessary medical treatment, and facilitate workers' return to work.

**c) Hazards of physically demanding tasks**

Suppliers shall identify, evaluate, and control worker exposure to the hazard of physically demanding tasks, including manual material handling, heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks. Suppliers shall integrate this process into the qualification of all new or modified production lines, equipment, tools, and workstations.

Suppliers shall also evaluate production and other machinery for safety hazards and shall properly maintain physical guards, interlocks, and barriers where machinery presents an injury hazard to workers.

**d) Personal Protective Equipment**

Workers shall have the right to refuse unsafe work and to report unhealthy working conditions. Workers shall not be disciplined for raising safety concerns. Suppliers shall provide workers with appropriate, well maintained personal protective equipment and instruction on its proper use.

**e) Emergency Preparedness**

Suppliers must have procedures in place for handling emergencies such as fire, spills, and natural disasters. For each potential emergency situation or event, Suppliers shall develop and implement legally compliant emergency plans and response procedures that minimize harm to life, environment, and property, and shall include: (i) emergency preparedness, reporting and notification; (ii) evacuation procedures; (iii) training and drills; (iv) appropriate hazard detection and suppression equipment; and (v) adequate exit facilities from job sites.

**ENVIRONMENT**

Suppliers shall develop, implement, and maintain environmentally responsible business practices, such as seeking ways to conserve natural resources and energy, reduce waste and the use of hazardous substances, and minimize adverse impacts on the environment.

**a) Compliance with Environmental Laws**

Suppliers must comply with all applicable environmental laws and requirements, including those relating to obtaining, maintaining and adhering to environmental permits and approvals for the conduct of regulated activities; the management and disposal of hazardous materials; releases of contaminants to the air, soil and water; the protection of natural resources, wildlife and wetlands; the prohibition or restriction of specific substances; and the recycling of materials and environmental claims.

**b) Environmental Permits**

Suppliers shall obtain, keep current, and comply with all required environmental permits, and shall comply with the reporting requirements of applicable permits and regulations.

**c) Hazardous Materials**

Suppliers shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle hazardous substances and other materials posing a hazard if released into the environment to ensure their safe handling, movement, storage,

use, recycling or reuse and disposal. Further, Suppliers shall comply with regulated substance specifications and any applicable laws and regulations prohibiting or restricting the use or handling of specific substances.

**d) Pollution Prevention and Resource Reduction**

Suppliers must strive to reduce or eliminate waste of all types, including water and energy, at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials. Suppliers shall reduce the consumption of energy, water, and natural resources by implementing conservation and substitution measures. Supplier shall minimize hazardous substances consumption by implementing reduction and substitution measures.

**e) Air Emissions Management**

Suppliers shall identify, monitor, manage, reduce, and responsibly control air emissions emanating from its operations that pose a hazard to the environment, such as volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products, and shall treat as required prior to discharge.

**f) Product Content Restrictions**

Suppliers are to adhere to all applicable laws and regulations and customer requirements regarding prohibition or restriction of specific substances including labeling for recycling and disposal.

**g) Stormwater Management**

Suppliers shall implement a systematic approach to prevent contamination of storm water runoff. Suppliers shall prevent illegal discharges and spills from entering storm drains.

**h) Boundary Noise**

Suppliers shall identify, control, monitor, and reduce noise generated by the facility that affects boundary noise levels.

**i) Environmental Consideration in Business Decision-making**

Suppliers are to work with their own sub-suppliers to assess and address environmental and sustainability issues within their supply chains.

**ETHICS AND STANDARD OF CONDUCT**

Suppliers are expected to conduct business with integrity, mutual respect, and to uphold the highest standards of ethics and behavior in every aspect of their businesses, including relationships, practices, sourcing, and operations.

**a) Business Integrity**

Suppliers shall not engage in, and have a zero tolerance policy regarding corruption, misrepresentation, extortion, embezzlement, kickbacks, bribery and any other type of corrupt actions to obtain or retain business or to obtain an unfair or improper advantage. Suppliers shall abide by the Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, and all applicable anti-corruption laws and regulations of the countries in which they

operate,. Suppliers shall implement monitoring and enforcement procedures to ensure compliance with anti-corruption laws. Suppliers must immediately report to IDEAL any circumstance where an officer, director, employee, representative or agent of IDEAL or any of its subsidiaries has made any improper request or demand of the Supplier that could violate any law. All business dealings, structure, financial situation, and performance should be transparently performed and accurately reflected on Suppliers' business books and records in accordance with applicable laws and regulations as well as prevailing industry business practices.

**b) Gifts**

Occasional small gifts or modest business entertainment provided by Suppliers or IDEAL must not be given with the intent to affect an employee's business judgment and must not give the appearance that judgment may be affected. When doing business with or conducting business on behalf of IDEAL, Suppliers may, for legitimate business purposes: (i) offer modest gifts or entertainment to suppliers, customers or other business associates; or (ii) accept modest gifts or entertainment offered by suppliers, customers or other business associates; provided, however, that in each instance the gift or entertainment is unsolicited, is not and could not reasonably appear to be a bribe, kickback or other illegal or illicit payment, is not given in exchange for any consideration, and does not create the appearance, or an actual or implied obligation, that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of sale.

**c) Intellectual Property**

Suppliers shall respect intellectual property rights and safeguard customer information. Transfer of technology and know-how is to be done in a manner that protects intellectual property rights and in accordance with the most stringent information protection requirements under applicable agreements. Suppliers shall implement processes as well as procedures and exercise due diligence to detect and avoid counterfeit parts and avoid others' intellectual property rights.

**d) Exports, Imports and Trade Control**

Suppliers shall comply with all trade control, export control, import and related laws and regulations, and shall incorporate international Supply Chain Security (SCS) measures into their business processes as described by the World Trade Organization's SAFE framework or similar SCS guidelines (e.g., Business Anti-Smuggling Coalition (BASC) Security Program; Customs-Trade Partnership Against Terrorism (C-TPAT); Authorized Economic Operator (AEO), and Partners in Protections. To the extent that Suppliers transport goods for IDEAL into the United States, Suppliers shall comply with the C-TPAT (Customs-Trade Partnership Against Terrorism) security procedures on the U.S. Customs website at [www.cbp.gov](http://www.cbp.gov) (or other website established for such purpose by the U.S. government).

**e) Responsible Sourcing of Minerals**

Suppliers shall exercise due diligence, in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-

Risk Areas, on its entire supply chain with respect to the source and chain of custody of all “conflict minerals” (minerals which are smelted into tin, tantalum, tungsten, and gold) contained in products they supply or manufacture, to determine whether those metals are from the Democratic Republic of the Congo (“DRC”) or any adjoining country as defined in, and according to, Section 1502 of the Dodd-Frank Act; and, if so, to determine whether those metals directly or indirectly financed or benefited armed groups that are perpetrators of serious human rights abuses in the DRC, Angola, Burundi, Central African Republic, Rwanda, South Sudan, Tanzania, Uganda, Zambia or the Republic of the Congo.

Suppliers shall make their due diligence measures available to IDEAL upon request to enable IDEAL to comply with its obligations and policy goals. Suppliers commit to being or becoming “conflict-free” so that any such metals are sourced only from conflict-free smelters. Suppliers are to communicate their own policies and expectations to their sub-suppliers, reflecting their commitment to responsible sourcing of minerals. Further, Suppliers should establish appropriate objectives and targets, regularly measure and assess sub-supplier performance, and practice continual improvement in pursuit of “conflict free” supply chains.

**f) Disclosure of Information**

Suppliers shall accurately record information regarding their business activities, labor, health and safety, and environmental practices and shall disclose such information, without falsification or misrepresentation, to all appropriate parties. Falsification of records or misrepresentations of conditions or practices in the supply chain are prohibited.

**g) Protection of Identity**

Suppliers shall provide an anonymous complaint mechanism for managers and workers to report workplace grievances. Suppliers shall protect whistleblower confidentiality and prohibit retaliation.

**h) Fair Business, Advertising and Competition**

Suppliers shall conduct their business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which they conduct business. Further, suppliers shall uphold standards of fair business, advertising and competition.

**i) Privacy**

Suppliers shall commit to protecting the reasonable privacy expectations of personal information of everyone Suppliers do business with, including other suppliers, customers, consumers and employees. Suppliers shall comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, or shared.

**MANAGEMENT SYSTEM**

Suppliers shall establish and maintain a management system that ensures compliance with this Supplier Code and applicable laws, identifies and mitigates related operational risks, and

facilitates continuous improvement and prompt corrective action. The management system must be designed to ensure ongoing compliance with applicable laws, regulations, requirements related to Supplier operations and products; as well as conformance with this Supplier Code of Conduct evidenced by documentation and records. Suppliers must ensure that this Code is appropriately communicated to all of its officers, directors, employees, representatives, agents and sub-suppliers.

Suppliers should have a process for communicating clear and accurate information about their sub-suppliers' performance, practices, and expectations to their workers, other suppliers, and customers, including IDEAL. The compliance management process should clearly identify company representative(s) responsible for ensuring implementation of the management system and include: (1) appropriate training programs for Supplier personnel; (2) a process to identify the environmental, health and safety, labor practice and ethics risks associated with Supplier's operations; (3) written performance objectives, targets and implementation plans to improve the Supplier's social and environmental performance including a periodic assessment of performance in achieving those objectives; and (4) training and communication programs to facilitate proper implementation of policies and procedures and to fulfill Supplier's continuous improvement objectives. Suppliers shall have a process for communicating clear and accurate information about their performance, practices, policies, and expectations to their workers, sub-suppliers, and customers. Suppliers shall have an ongoing process to obtain feedback on their practices related to this Code and to foster continuous improvement.

**a) Audits and Assessments**

Suppliers must complete annual self-evaluations of their facilities and operations, and the facilities and operations of their sub-suppliers to ensure compliance with this Code and legal and regulatory requirements. Suppliers are required to respond and certify their compliance with the Code and all applicable laws. IDEAL reserves the right to investigate instances of non-compliance with this Supplier Code or laws on human trafficking and slavery, which may include a supplier site audit.

**b) Documentation and Records**

Suppliers shall have processes to identify, understand, and implement applicable laws and regulations and requirements of this Code. Suppliers shall maintain documents and records to ensure regulatory compliance.

**c) Corrective Action Process**

Suppliers shall have a process for timely correction of any deficiencies or violations identified by an audit, assessment, inspection, investigation, or review.

**d) Reporting Violations**

Suppliers shall promptly report questionable behavior, concerns, or potential or actual violations of this Supplier Code upon learning of same, and implement a corrective action plan to cure the non-compliance within a specified time period. Suppliers should contact the IDEAL Legal Dept. at [legal@idealindustries.com](mailto:legal@idealindustries.com) or by mail/courier at IDEAL INDUSTRIES INC., Attn: Legal Department, 1375 Park Ave., Sycamore, IL 60178. IDEAL will not tolerate any retribution or retaliation taken against any individual who



has, in good faith, sought out advice or has reported questionable behavior or suspected violations of this Supplier Code.

Suppliers are to promptly respond to requests for information from IDEAL, or an authorized third party working on IDEAL's behalf, regarding matters covered by this Supplier Code. Violations of this Supplier Code will require the prompt establishment of corrective action plans or training. Failure to meet the corrective action plan may affect Supplier's standing with IDEAL, may lead to disqualification from future opportunities with IDEAL and may result in the termination of the IDEAL's business relationship with Supplier. IDEAL reserves the right to hold Suppliers responsible for reasonable costs of investigating non-compliance and appropriate remediation resulting from a Supplier's non-compliance.

This Supplier Code of Conduct is intended to facilitate improved communications by informing current and potential Suppliers of IDEAL'S standards, and ethical expectations of our Suppliers. Suppliers with questions regarding this Code should contact IDEAL's Legal Department at [legal@idealindustries.com](mailto:legal@idealindustries.com).