

## Supplier Code of Conduct

At Staples Promotional Products, a division of Staples Contract & Commercial, LLC (“SPP”), and its Affiliates, we strive to work with suppliers who treat their workers with dignity and respect, adhere to applicable laws and regulations, and make their products in an environmentally sustainable manner. Accordingly, we require each supplier providing us with branded promotional products (products bearing Staples trademark information and or SPP’s customer’s trademark information) to comply with the following Supplier Code of Conduct (“our Code”). If there are any conflicts between the standards outlined herein and the higher standards within applicable municipal, state, or country law Supplier shall comply with the relevant laws governing the applicable sections set forth herein.

- 1. Forced Labor:** “Suppliers” (defined as the business entity providing the decoration to the branded promotional products – foreign and domestic) shall not use forced labor, whether in the form of prison labor, indentured labor, bonded labor, or otherwise. Suppliers must allow employees to keep their own identification documents and to resign from their positions at anytime.
- 2. Child Labor:** Suppliers will not use Child Labor. The term “child labor” refers to a person younger than 15 (or 14 where local law allows) or, if higher, the local legal minimum age for employment or the age for completing compulsory education. Suppliers employing young persons who do not fall within the definition of “children” will also comply with any laws and regulations applicable to such persons or the minimum age of employment required by law in the country of manufacture, whichever is highest.
- 3. Harassment and Abuse:** Suppliers shall treat every employee with respect and dignity, and shall not subject any employee to physical, sexual, psychological, or verbal harassment or abuse.
- 4. Nondiscrimination:** Suppliers shall not subject any person to discrimination in employment (including hiring, salary, benefits, advancement, discipline, termination, or retirement) on the basis of gender, marital status, race, religion, age, disability, sexual orientation, nationality, political opinion, social or ethnic origin or any other condition that could give rise to discrimination.
- 5. Health and Safety:** Suppliers shall provide a safe and healthy environment to prevent accidents and injury to health from occurring and comply with applicable laws and regulations. Suppliers shall identify, assess and minimize the impact of emergency situations by implementing emergency plans and response procedures. These plans and procedures must include the following: emergency exits are accessible and fully functional at all times, fire extinguishers must be visible, accessible, present and charged, evacuation plans must be posted and drills must be conducted annually. Supplier shall identify, evaluate and control exposure to hazards and ensure the use of any applicable personal protective equipment. Suppliers will ensure at a minimum that employees have reasonable access to potable water and sanitary facilities. Supplier will also ensure that the same standards of health and safety are applied in any housing that they provide for employees.
- 6. Freedom of Association and Collective Bargaining:** Suppliers shall recognize and respect the right of employees to freedom of association and collective bargaining without penalty or interference. Management is encouraged to engage in direct communication with employees.
- 7. Employment Relationship:** Every worker has a right to compensation for a regular work week that is sufficient to meet the worker’s basic needs and provide some discretionary income. Supplier will comply with all wage laws, work to progressively realize employees right to compensation for a regular work week that provides basic needs and some discretionary income, comply with all legal requirements on wages, and uphold the rights under national and international labor and social security laws and regulations.
- 8. Wages and Benefits:** Suppliers shall pay employees at least the minimum wage required by local law, or the prevailing industry wage if no minimum wage law applies and shall provide legally mandated benefits. If there is a minimum local wage law and a prevailing industry wage, Supplier shall pay employees the higher wage. Suppliers will compensate employees for overtime hours at such premium

rate as is legally required or, if there is no legally prescribed premium rate, at a rate of no less than one- and-a quarter times the regular rate. Where local industry standards are higher than applicable legal requirements, we expect suppliers to meet the higher standards.

**9. Hours of Work/ Compensation:** Employees should not be required to work more than 60 hours a week, or the maximum number of work hours per week permitted in the applicable country of manufacture, whichever is less, except in extraordinary business circumstances. Overtime shall be consensual and shall not be requested on a regular basis. Employees should be granted at least 24 hours of consecutive rest for every seven-day period. In addition to their compensation for regular hours of work, suppliers shall compensate employees for overtime hours at the applicable premium rate in their country. In countries that have not established premium overtime rates, suppliers shall pay employees a rate of no less than one-and-a quarter times the regular rate.

**10. Ethical Standards:** Suppliers are held to the highest standards of integrity. Corruption, bribery and extortion are strictly prohibited. Suppliers must respect all intellectual property rights and applicable regulatory requirements of the countries from and to which they ship.

**11. Environmental Impact:** Suppliers must meet all applicable environmental laws and regulations in their country to manage hazardous materials and all waste and emissions materials. In addition, Suppliers are encouraged to have environmental policies, and environmental management systems containing goals with targets that are focused on the continuous improvement of overall environmental performance and shall adopt responsible measures to mitigate negative impacts its' workplace has on the environment.

**12. Monitoring and Compliance:** To ensure compliance with our Code, SPP, its affiliates, and or 3<sup>rd</sup> party designee shall have the right to monitor factories producing decorated branded products through audits by third parties and visits by Staples personnel. We seek relationships with suppliers that are committed to manufacturing these branded products under fair and safe labor conditions and with sound environmental practices. If we determine that a particular factory does not comply with our Code, we typically strive to work with the supplier to develop and implement an appropriate corrective action plan. Nevertheless, depending upon the circumstances, Staples may elect to end its relationship with a supplier that produces Staples® brand products at any time for failing to adhere to our Code.

**13. Other Laws:** Suppliers will comply with all applicable laws and regulations, including those pertaining to the manufacture, pricing, sale and distribution of merchandise. All references to "applicable laws and regulations" in this Code of Conduct include local and national codes, rules and regulations as well as applicable treaties and voluntary industry standards.

**14. Subcontracting:** Suppliers will not use subcontractors for the manufacture of SPP orders utilizing Staples trademarks, or trademarks of SPP's customers or components thereof without SPP's express written consent, and only after the subcontractor has entered into a written commitment with SPP to comply with this Code of Conduct.

**15. Publication:** Suppliers will take appropriate steps to ensure that the provisions of this Code of Conduct are communicated to employees, including the prominent posting of a copy of this Code of Conduct, in the local language, and in a place readily accessible to employees at all times.