

2018 Exhibit E Staples Promotional Products ("SPP" ) Compliance Standards for Suppliers

SPP suppliers must be committed to upholding the highest product safety and compliance, and social accountability standards. Suppliers are expected to comply with the most stringent laws, regulations, standards and guidelines applicable to the products, including, without limitation, CPSIA, ASTM F963-17, California Proposition 65 and any other applicable state, provincial, and federal laws, regulations, standards and guidelines (collectively, "Applicable Laws"). This document supersedes any prior Exhibit E (or similar document) previously agreed to by your company. To the extent applicable, you ("Supplier") agree as follows.

**General Requirements**

Supplier will test all products provided to SPP for purposes of compliance with Applicable Laws at Supplier's expense. Children's products shall be tested to Federal and all State requirements.

If any question whether an item is intended for child use, please contact [spp\\_compliance@staples.com](mailto:spp_compliance@staples.com)

All testing and third party lab reports shall be provided to SPP within 24 hours of SPP's request. Third party lab reports must contain product photos. Reports must be provided to SPP in full and complete form, without redaction. Supplier agrees to test all products annually at a CPSC accredited 3<sup>rd</sup> party lab. All colors, components, scrapable inks, CMYK inks and heat transfers used on products sold to SPP should be tested.

Supplier will adhere to Good Manufacturing Practices (GMP) for food, drug, cosmetic and pharmaceutical products.

All packaging materials must comply with current toxics in packaging requirements (See <http://toxicsinpackaging.org>).

When applicable, batteries must conform to US PL 104-142 Mercury in Batteries Act, Public Law.

Supplier will comply with the 16 CFR 1610 standard for the Flammability of clothing (Adult & Youth).

When contacted about a defective or hazardous product by SPP, Supplier will cooperate with SPP to resolve the issue, and will resolve the issue to the satisfaction of any SPP customer. In the event of a recall, Supplier will immediately report the incident to SPP Compliance after first contacting the CPSC.

Supplier agrees to perform FDA extractives testing on all food or drink ware contact items.

All product claims such as "recycled content," "RPET," "organic," "BPA Free," "microwave safe," "dishwasher safe," etc. must be sufficiently documented to substantiate the claim.

Supplier must disclose which products will have a California Proposition 65 warning label affixed to them. SPP will not be charged any related label fees.

SPP may request lab samples from Supplier if samples are required for testing for a customer. Lab samples and freight to the lab destination will be free of charge to SPP.

General Certificate of Conformity/Children's Product Certificate: When applicable, SPP requires suppliers to provide GCC/CPCs prior to shipping. SPP reserves the right to request test reports to verify the certification of the GCC/CPC.

**Social Accountability / Factory Compliance**

Supplier will operate in compliance with SPP's Code of Conduct (or substantially similar code of conduct), and require its permitted subcontractors and decoration facilities used in connection with any work for SPP to comply with such standards.

Supplier will post the applicable code of conduct in a visible place for personnel to view.

Supplier must be familiar with the concept of undue influence in the supply chain, and have trained its personnel who interact with testing labs.

Supplier will perform, at its expense, domestic and foreign social audits as may be required from time to time by SPP customers. Additionally, to the extent applicable, Supplier agrees to conduct social audits of its domestic and foreign factories via an accredited 3<sup>rd</sup> party (BV, UL, Intertek, etc.) using a widely recognized audit format (SA8000, BSCI, SMETA 4Pillar, Coca-Cola, ILS, etc.) at a minimum of every two years, unless required to do so more frequently to meet specific SPP customer compliance standards.

Social audit reports will be made available to SPP within 24 hours of report issuance for new audits, or 24 hours after request by SPP for previously conducted audits.	
Supplier will be responsible, at its expense, for correcting/closing open violations found during any audit. This includes any expenses for follow-up audits and/or desk reviews.	
Supplier will have anti-corruption and bribery policies in place and conduct annual training for its employees/workers.	
Use of child, forced, prison, slave, bonded or indentured labor is not permitted.	
Supplier will treat its employees/workers with respect and dignity. Employees/workers will be compensated fairly in accordance with local law or current industry standards, and without fear of harassment/abuse/discrimination. Supplier will have anti-discrimination and harassment policies in place and offer annual training to employee/workers.	
Supplier agrees to declare domestic and/or foreign decoration facilities/subcontractors used directly by Supplier or indirectly through a third party to decorate product.	
Supplier agrees to appoint a dedicated social compliance and product safety contact and provide such person's name and contact information to SPP. This person will be the main point of contact for arranging social audits, resolving violations, and maintaining social compliance records.	
Suppliers who manufacture products on behalf of SPP anywhere in the world will cooperate with SPP in connection with any due diligence that SPP chooses to perform with respect to country of origin inquiries and compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act relating to the use of conflict minerals. Supplier will promptly respond to annual surveys and requests for information regarding the country of origin of any conflict minerals contained in products or components provided to SPP.	
<b>Certifications and Labeling</b>	
Letter of Guarantee (LOG):	When Supplier guarantees a corrective action with respect to a product, Supplier will provide SPP a LOG to support such guarantee within 24 hours of SPP's request.
General Certificates of Conformity (GCC):	Supplier will maintain GCCs on file at its corporate facility and provide the GCC to SPP within 24 hours of SPP's request.
Children's Product Certificate (CPC):	Supplier will maintain CPCs on file at its corporate facility and provide the CPC to SPP within 24 hours of SPP's request.
Country of Origin:	All product produced in the USA, or in another country must contain a country of origin marking.
Certificate of Origin:	Certificate of Origin must include: Supplier's style number; item description which includes complete material data; country of origin; effective period; and signature. Certificates must be provided on Supplier's letterhead upon request.
	Supplier agrees to keep Certificates of Origin on file for a minimum of 5 years
Polybag Warnings:	Polybag warning verbiage shall be printed in the language of the distribution market. Special client note: John Deere requires polybag warnings in three languages including English, Spanish and French.
Additional Safety Warnings:	Supplier will provide additional warning labels on product at no charge. These labels include without limitation entanglement, choking, Prop 65, etc., and may vary depending on the SPP customer and potential end user.
CPSIA Tracking Labels:	Supplier will provide CPSIA tracking labels at <i>no charge</i> for all applicable products. CPSIA labeling is applicable on both the product and individual packaging.
Bill of Materials (BOM) and SDS (Safety Data Sheet):	Supplier will provide a BOM and/or SDS for products within 24 hours of SPP's request.

**Other Requirements**

If you are providing Disney or ESPN merchandise to SPP, you must comply with customer specific product safety and social accountability standards. Supplier hereby agrees to comply with Disney and ESPN PRR (Product Request Review) and FAMA (Facility and Merchandise Authorization) requirements. The Disney/ESPN ILS manual can be found online at <https://m.thewaltdisneycompany.com/citizenship/act-responsibly/responsible-supply/ils/ils-program-manual>. In addition to having a PRR and FAMA in place for the particular product and facility, Supplier must also verify that its certification dates are current. Contact [spdrdisney@staples.com](mailto:spdrdisney@staples.com) if you have questions.

If you are providing John Deere merchandise to SPP, you must comply with customer specific product safety and social accountability standards. Supplier hereby agrees to comply with John Deere Restricted Substance list: <http://dsupply.deere.com/bannedchemicals/>. Supplier also hereby agrees to comply with John Deere code of conduct: [http://www.deere.com/wps/dcom/en\\_US/corporate/our\\_company/investor\\_relations/corporate\\_governance/code\\_of\\_conduct/supplier\\_code\\_of\\_conduct.page](http://www.deere.com/wps/dcom/en_US/corporate/our_company/investor_relations/corporate_governance/code_of_conduct/supplier_code_of_conduct.page)

If you are providing IBM merchandise that contains a battery to SPP, you must comply with customer specific product safety standards. Supplier must have UL 1642 and FCC part 15 certification and go through the approval process to obtain a PSRB number prior to producing or shipping.

**Compliance Contact Section**

Product Safety & Social Accountability associate: **Scott Kovesdy**

Email: **scott@desertfoxgolf.com**

Phone: **883-803-4563**

**2016 Supplier Authorization Section**

Supplier Name: **Desert Fox Golf, LLC**

Authorized Representative / Authorized Signor (an individual who can legally bind the company): **Scott Kovesdy**

Title: **Owner**

Date: **7-06-2023**

**\* Authorized Representative / Authorized Signor listed above must be an individual who can legally bind your company\***