

# SUPPLIER CODE OF CONDUCT

## 1. Purpose and Applicability

At Radius Packaging, Inc. (“Radius”), we are dedicated to exceeding customer expectations. We accomplish this, in part, through partnerships with Suppliers who share our commitment to quality, safety, and low cost as well as operating under a philosophy that focuses on integrity and doing the right thing.

To assist our suppliers, vendors, and service providers (“Suppliers”) in understanding Radius’s expectations, Radius has published this Code of Conduct, which applies to all businesses that produce goods or provide services for Radius or any of its subsidiaries or affiliates.

While Radius recognizes that legal and cultural requirements vary in a global business environment, this Code of Conduct sets forth certain universal requirements that Suppliers are expected to follow. During the entire term of a Supplier’s provision of Services and related products to Radius, the Supplier, and the Supplier’s agents and employees, agree to complete compliance with this Code of Conduct, and to ensure and guaranty complete compliance throughout the Supplier’s supply chain, including all direct and indirect suppliers of such Supplier. This Code of Conduct provides the foundation for Radius’s ongoing evaluation or audit of a Supplier and constitutes an integral part of every agreement to which Radius and its Suppliers are party.

## 2. Compliance With Laws

Suppliers must at all times comply with the laws of their countries and with all other applicable laws, rules and regulations, including those related to labor, worker health and safety and the environment. Further, Radius expects all of its Suppliers to conduct business honestly, ethically and in such a way as to reflect positively on Radius.

In addition, because Radius is a company headquartered in the United States, Suppliers must also comply with certain laws of the United States, even if they are located elsewhere. While Suppliers must comply with all applicable laws and regulations, here are a few examples of important areas of legal compliance:

### a. Bribery/Corruption of Government Officials

Suppliers must follow all anti-bribery laws throughout the world and educate their employees about compliance with these laws. In addition, Suppliers must comply with anti-bribery laws with regard to maintaining books and records.

### b. U.S. Export Laws and Sanctions

As a U.S.-based company, Radius is subject to laws that regulate, restrict and sometimes prohibit business dealings with certain countries, entities and individuals. These restrictions include controls on the exports and re-exports of goods that originate in the U.S. or that contain U.S. parts, components or assemblies. Suppliers must be aware of these restrictions and must not take any action that violates U.S. laws and regulations.

### c. Fair Competition/Antitrust Compliance

Suppliers must comply with local antitrust laws and regulations. These laws deal with agreements among competitors, agreements with resellers, price discrimination and other acts or situations that may unfairly reduce competition.

If a Supplier is under investigation for actions related to the antitrust laws of any country in which it operates, such Supplier must notify Radius immediately.

#### **d. Human Trafficking/Supply Chain Transparency**

Suppliers must follow all applicable human trafficking and supply chain transparency laws throughout the world and educate their employees about compliance with these laws. Suppliers must not traffic persons or use any form of slave, forced, bonded, indentured, 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 their exploitation. Suppliers must not withhold workers' original government-issued identification and travel documents. Suppliers must ensure that workers' contracts clearly convey the conditions of employment in a language understood by the workers. Suppliers must not impose unreasonable restrictions on movement within the workplace or upon entering or exiting company-provided facilities. Workers shall not be required to pay employers' or their agents' recruitment fees or other similar fees to obtain their employment. If such fees are found to have been paid by workers, such fees shall be repaid to the workers.

#### **e. Conflict Minerals**

As a U.S.-based company, Radius may be required to track the use of certain mineral known as "conflict minerals." Suppliers that manufacture components, parts or products containing conflict minerals must track the use of these materials. Suppliers must adopt and communicate to their sub-suppliers appropriate policies regarding conflict minerals, and ensure compliance throughout their supply chain.

### **3. Equal Employment Opportunity and Treatment of Others**

Radius supports internationally recognized human rights. Suppliers must comply with all applicable laws regarding the treatment of employees and other stakeholders. Suppliers must uphold the human rights of their workers and treat them with dignity and respect.

#### **a. Diversity and Inclusion**

Radius believes in the value of diversity. Diversity in perspectives enables teams to think in many dimensions. Bringing together people of different backgrounds, viewpoints, and experiences achieves richness in ideas.

To that end, Radius expects its Suppliers to employ workers based on the following standards:

1. A worker's employment, wages and benefits must not be based in any way on race, color, gender, nationality, religion, age, maternity, sexual orientation, gender identity and/or expression, or marital status.
2. Suppliers must demonstrate best efforts to achieve a high level of diversity in the workforce.
3. Suppliers must have a policy that prohibits inappropriate conduct. There must also be a process for anonymous disclosure, investigation and resolution of incidents that breach the policy.
4. No employee of a Supplier will take part in harassing behavior or create a hostile or offensive work environment.

## **b. Women's Rights**

Suppliers must ensure women workers receive equal treatment in all aspects of employment, including pay. Pregnancy tests will not be a condition of employment. Workers must not be forced to use contraception.

## **c. Child Labor**

Suppliers must comply with applicable laws regarding the use of child labor. Only workers who meet the applicable minimum legal age requirement in the country where they are working or are at least 14 years old, whichever is greater, may be hired by a Supplier. In addition:

1. Suppliers must comply with all applicable child labor laws, including those related to hiring, wages, hours worked, overtime and working conditions. Vocational or developmental programs for young people may require an exception to the age requirements.
2. Suppliers should encourage eligible workers, especially younger workers, to participate in their work-study programs and government-sponsored educational programs.
3. Suppliers must maintain official documentation that verifies a worker's date of birth, employment history and training history.

## **d. Wages and Hours**

Suppliers must comply with all applicable laws regarding working hours, wages and overtime pay. Workers must be paid at least the greater of (i) the minimum legal wage or (ii) a wage that meets local industry standards. When overtime is required, Suppliers must conduct operations in ways that limit overtime to a level that ensures humane and productive working conditions. In addition:

1. Suppliers must pay overtime and any incentive rates that meet all legal requirements and local industry standard. Hourly wage rates for overtime must be higher than the rates for the regular work shift.
2. As a general rule, workers should have at least one day off in seven. Suppliers should not require, on a regularly scheduled basis, a work week in excess of 60 hours.
3. Workers must receive paid annual leave and holidays as required by local laws.

## **e. Freedom of Association**

Suppliers must comply with all local laws regarding employees' freedom of association and must not take unlawful actions to interfere with employees' rights. The freedom of association includes the right to bargain collectively or to belong to works councils.

## **f. Political Activity**

Radius controls the use of its name in political activity at any level. Suppliers must not be involved in political activity as a representative of Radius or use the name of Radius to participate in legislative or referendum campaigns.

## **4. Working Conditions**

A safe environment is a critical component of effective partnerships between Radius and its Suppliers. Radius is committed to being a global leader in safeguarding the health and safety of employees, officers, directors, agents and contractors. To that end, the following guidelines apply:

1. Suppliers must comply with all applicable laws regarding working conditions, including worker health and safety, sanitation, fire safety, risk protection and electrical, mechanical and structural safety.
2. Suppliers must not engage in or permit physical punishment of employees or in psychological coercion or any other form of non-physical abuse, including threats of violence, sexual harassment, screaming or other verbal assaults.
3. The work environment must be well lighted and sufficient for the safe performance of production activities. The work setting must be well ventilated and free from unhealthy or dangerous temperature extremes.
4. Suppliers must develop and implement programs to take reasonable steps to prepare for, prevent, and respond to the potential for an infectious disease among their employees.
5. There must be sufficient, clearly marked exits that allow workers to evacuate in an orderly fashion in the event of an emergency. Evacuation drills must be held periodically to ensure that employees know what to do. Exits must remain accessible and unlocked during working hours.
6. Production machinery must be equipped with operational safety devices, and must be inspected and serviced on a regular basis.
7. Suppliers must have strict procedures that prevent the use of illegal drugs or alcohol on their premises and that stop impaired employees from working.
8. Appropriate personal protective equipment, such as gloves, rubber boots, safety glasses, goggles, ear plugs and ear muffs should be used where applicable and must be made available at no cost to all workers. Instructions in the employee's native language must be provided on the use of personal protective equipment in the process documentation.
9. Suppliers must maintain clean and sanitary toilet facilities, and place no unreasonable restrictions on their use during working hours.

## **5. Environment**

Suppliers must comply with all applicable environmental laws, regulations and standards. In addition, Suppliers are required to meet the standards outlined below:

1. Suppliers must maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.
2. Suppliers must have procedures for notifying local community authorities in case of an accidental discharge or release of hazardous materials into the environment, or in the case of any other environmental emergency.
3. Suppliers must store hazardous and combustible materials in secure and ventilated areas and dispose of them in a safe and legal manner.
4. Suppliers must comply with regulated substance and product content specifications, including laws requiring the identification, prohibition or limited use of specific substances.
5. Where feasible, Suppliers should seek to use less hazardous alternatives.

6. Suppliers must responsibly manage the impacts of their operations on the environment, including by establishing and maintaining programs directed at minimizing industrial waste and pollution.

## **6. Conflict of Interest**

Suppliers must do business in a manner that is open, honest and transparent. Suppliers must avoid conflicts of interests. There is the potential for a conflict of interest if a Supplier's employee or his or her family member has a relationship with an Radius employee who can make decisions that will affect such Supplier's business. Suppliers must disclose these types of relationships to Radius before entering into negotiations or business transactions with Radius.

Suppliers must have policies in place that prohibit such conduct and the giving and receiving of gifts and other business courtesies. When doing business with Radius, Suppliers may offer gifts and other business courtesies only on the following circumstances:

1. The gift is for legitimate business purposes;
2. The gift is unsolicited;
3. The gift is not illegal or in violation of this Code of Conduct;
4. The gift is not a bribe, kickback or an illicit payment;
5. The gift is not given in exchange for any consideration; and
6. The gift would not embarrass Radius if it was disclosed or does not create the appearance that the gift giver is entitled to preferential treatment.

## **7. Information Security and Intellectual Property**

Radius's technology and knowledge is critical to its operations. Radius takes great care to protect those assets to maintain a competitive advantage. Suppliers are responsible for helping to protect Radius's intellectual property and confidential information.

The secure use and distribution of information and data in the workplace is critical to Radius and each Supplier's success in a competitive marketplace. Suppliers must maintain physical and electronic security for all confidential information. Suppliers' employees must use extreme care in protecting confidential or proprietary information of any kind. Face-to-face confidential discussions must be conducted in a private, secure location. If confidential information is to be discussed, the parties must first ensure that a Confidentiality Agreement has been signed and is being complied with.

Suppliers must also safeguard Radius's intellectual property assets as well as the intellectual property rights of their other customers. Suppliers must immediately report any violations of Radius's rights. Suppliers must take all appropriate steps to ensure that it is not supplying any counterfeit or defective parts.

## **8. Administration – Communication, Monitoring and Enforcement**

All Suppliers must comply with this Code of Conduct as a condition of doing business with Radius. Suppliers may be required to provide a certification of compliance on a periodic basis.

Suppliers must establish a proactive process to ensure compliance with the intention of the Code of Conduct. Suppliers must establish a system to communicate the requirements of this Code of Conduct to their employees at least annually in the local language.

Suppliers must make provisions for workers to anonymously report violations of the Code of Conduct without retribution.

The actions of third party agents or representatives (including government representatives) will be considered to be the actions of the Supplier for the purposes of this Code of Conduct.

Suppliers shall allow Radius or its representatives access their facilities and all relevant records upon reasonable request. Suppliers shall cooperate with Radius in connection with any investigation regarding an alleged wrongdoing or breach of this Code of Conduct.

If Radius determines that a Supplier has violated this Code of Conduct, such Supplier must provide information relating to the incident(s) and show within 10 days the actions taken to correct the condition. Radius will follow up to commitments to correct the condition. Radius reserves the right to hold such Supplier responsible for reasonable costs of investigating and remedying non-compliance. If Radius determines at any time, in Radius's sole discretion, that a violation of this Code of Conduct has occurred, or has not been appropriately remedied to Radius's satisfaction, Radius will be permitted to terminate, in whole or in part, all or any of any contracts, agreements, purchase orders, work orders, and similar business transactions between Radius and such Supplier.