

Bemis Manufacturing Company Supplier Code of Conduct

Bemis Manufacturing Company and its affiliates, divisions, and subsidiaries conduct business in accordance with the highest ethical standards, and in compliance with United Nations Guiding Principles and the laws of countries in which we produce, buy, and sell our products.

Suppliers are responsible for monitoring adherence to this Code of Conduct for themselves and their supply chains which is any third parties with whom they do business, including subcontractors. All suppliers must be able to demonstrate compliance with these requirements at the request of Bemis. Suppliers shall take necessary corrective actions to promptly remediate any noncompliance, and will actively engage in any remediation, including timely preparation and presentation of a Corrective Action Preventative Action (CAPA) plan. Bemis reserves the right to terminate business at any time for non-compliance of this Supplier Code of Conduct.

Supplier Expectations:

- **Compliance with Laws:** Suppliers must operate in full compliance with all applicable laws and regulations of the countries in which they operate. Any third-party participating in the manufacture of products or components, including subcontractors, must also be compliant with this Supplier Code of Conduct. Bemis reserves the right to request proof of supply chain compliance.
- **Date Protection:** Suppliers shall comply with all applicable laws and directives providing for the protection, transfer, access, and storage of personal information. This includes, but is not limited to, General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).
- **Human Trafficking:** All forms of human trafficking, slavery, forced, convict, bonded (including debt bondage), or indentured labor of any kind are forbidden, including physical abuse and corporal punishment. This includes, but is not limited to, transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. This also includes, but is not limited to, compliance with Countering America's Adversaries through Sanctions Act, California Transparency in Supply Chains Act of 2010, and UK Modern Slavery Act. Suppliers shall not place an unreasonable restriction on workers' freedom of movement in the facility or upon entering or exiting company-provided facilities.
- **Employee Access to Employment Information:** As part of the hiring process, and prior to the worker departing from his or her country of origin, workers must be provided with all documents relevant to their employment in a language they

understand with a description of terms and conditions of employment, and there shall be no substitution or changes allowed in such documentation upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

- **Voluntary Work:** All work must be voluntary, and workers shall be free to terminate their employment.
- **Employee Documentation:** Employers and agents may not hold or otherwise destroy, conceal, confiscate, or deny access by workers to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law. Foreign migrant factory workers shall not be required to pay employers' or agents' recruitment fees or other related fees for the purpose of being hired or as a condition of employment.
- **Age Requirements:** All workers must be at least the local legal age, above the oldest compulsory school age, and in no case less than 16 years old. Suppliers must also comply with all local legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages, and working conditions.
- **Working Conditions:** Suppliers must provide a safe and healthy working environment in accordance with applicable laws and regulations. At a minimum, workers must have access to first-aid, fire exits, safety equipment, potable water, clean, operational toilet facilities, and eating facilities. If residential facilities are provided, they must be clean and safe, with adequate personal space, entry and exit privileges, emergency egresses, heat and ventilation, and water for bathing and showering.
- **Hours of Work:** Except in extraordinary business circumstances, workers shall not work more than the lesser of (a) sixty (60) hours per week, including overtime or (b) the limits on regular and overtime hours allowed by applicable law. In addition, all workers shall be entitled to at least one day off in every consecutive seven-day period.
- **Wages and Benefits:** Wages must be set at or above local minimum wage and compensation requirements (including overtime), as defined by applicable labor laws, applicable agreements and local regulations for regular work, overtime work, production rates and other elements of compensation and employee benefits.
- **Non-Discrimination:** Employment (hiring, salary, benefits, promotion, training, discipline, termination, retirement, or any other terms and conditions of employment) must be based on merit and ability to perform the job requirements, not on characteristics such as race, creed, color, religion, sex, age, national origin, disabilities, veteran status, marital status, sexual orientation, gender, gender

identity or expression, military status or any other characteristic protected by applicable law.

- **Whistleblower Protection:** Suppliers shall ensure the protection of whistleblower confidentiality and prohibit retaliation against workers who come forward in good faith and/or refuse an order that is in violation of this Code of Conduct. Workers must have an anonymous complaint mechanism to report workplace grievances and Code of Conduct violations in accordance with local laws and regulations.
- **Freedom of Association and Collective Bargaining:** Suppliers shall recognize and respect the rights of workers to exercise lawful rights of free association, including joining or not joining any association. Suppliers must also respect the legal right of workers to bargain collectively.
- **Harassment or Abuse:** Every worker shall be treated with respect and dignity. No worker shall be subject to any physical, sexual, psychological or verbal harassment or abuse. In addition, suppliers will not use monetary fines as a disciplinary practice.
- **Monitoring and Compliance:** Bemis may undertake affirmative measures, such as announced and unannounced on-site audits of production factories, to monitor compliance with this Code of Conduct. Suppliers must maintain on-site all documentation necessary to demonstrate compliance, and allow Bemis representatives full access to production facilities, worker records, production records, and workers for confidential interviews in connection with such visits. Suppliers will not improperly impact the results of any audit including presentation of falsified records or coaching of workers.
- **Environment and Sustainability:** Suppliers shall comply with all applicable environmental laws and regulations. Suppliers shall strive for continuous improvement in their operations and procurement practices to reduce environmental impacts throughout the product life cycle, such as reducing their carbon and water footprint and improving resource utilization. Suppliers shall provide any requested data to help Bemis achieve environmental and material transparency for its products. This data may include, but is not limited to, full material disclosures, production resource information (energy, water, material, chemicals, waste etc.), final points of assembly, and transportation modes and distances.
- **Restricted Materials List:** Suppliers will comply with all applicable product environmental laws including those regulating toxic materials, air emissions, wastewater discharge, waste treatment and disposal. No products are to be designed, developed, manufactured or sold without adherence to applicable product composition regulations in effect. Suppliers will comply with Bemis's

Conflict Minerals Policy, available at: <https://www.bemismfg.com/terms-and-conditions>.

- **Responsible Sourcing of Minerals:** Suppliers must comply with applicable laws and regulations regarding conflict minerals which currently include tin, tungsten, tantalum, gold, and cobalt. Any conflict minerals contained in supplier products must not directly or indirectly perpetuate human rights abuses. Suppliers must exercise due diligence on the source and chain of custody of these minerals and require the same from their supply chain.
- **Ethics:** Suppliers will conduct business with honesty and integrity and demonstrate the highest standards of ethical behavior.
- **Anti-Bribery:** Suppliers shall not make or receive any corrupt or inappropriate payment on behalf of itself, any third-party, or Bemis and shall comply with all applicable laws, statutes, directives and/or regulations relating to anti-bribery and anti-corruption, including but not limited to the US Foreign Corrupt Practices Act, the UK Bribery Act, and other applicable laws. In addition to their remediation obligations, Suppliers must promptly inform Bemis when any situation develops that causes the Supplier to operate in violation of this Code of Conduct.
- **Audit:** Bemis shall have the right to audit Supplier compliance with this policy, including reviewing relevant documentation and performing on-site inspections.