Supplier Code of Conduct

Spectrum Brands, Inc

Dated October 31, 2016

Purpose

Operating on a global basis Spectrum Brands, Inc. is committed to the highest standards of product quality and business integrity when we are dealing with our customers, suppliers, business associates and employees. Spectrum is ensuring that working conditions in the supply chain are safe, that working rights are protected and workers are treated respecting the cultural and legal differences found throughout the world and that manufacturing processes are environmentally and socially responsible. To these ends, Spectrum:

1. is committed to a work environment that prohibits human trafficking, illegal or harmful child labor, compulsory, prison, forced or slave labor ("Human Trafficking and Slavery") and physical abuse of workers; and
2. expects its suppliers to comply, at a minimum, with the applicable labor and environmental laws and regulations of the country where the materials and products are produced.

Spectrum's Supplier Code of Conduct recognizes standards of the International Labor Organization Conventions, the United Nations' Universal Declaration of Human Rights, the United Nations' Convention on the Elimination of All Forms of Discrimination against Women, the United Nations' Conventions on Children’s Rights, the United Nations' Global Compact, the Ethical Trading Initiative, the Organization of Economic Cooperation, the Development Guidelines for Multinational Enterprises, the Foreign Corrupt Practices Act, the UK Bribery Act, any applicable anti-corruptions laws, or any other relevant law which may apply to the specific services provided by the Supplier to Spectrum.

This Supplier Code of Conduct applies to all Suppliers who provide materials and products to Spectrum. Supplier's acceptance of a purchase order or supply of goods and or services constitutes that Supplier's acceptance of the terms set forth in this Supplier Code of Conduct. Suppliers must ensure that Spectrum's Supplier Code of Conduct is also observed by Suppliers' subcontractors, business associates or employees. Spectrum will seek to identify and utilize Suppliers who share its commitment and reserves for itself or through third party auditors, the right to conduct, or have conducted on its behalf, audits of production facilities and business practices in order to monitor such Suppliers' commitments.

Spectrum reserves the right to cease doing business with any Supplier who does not share its commitment. This Supplier Code of Conduct may be amended by Spectrum;
its enforcement and/or interpretation rests solely with Spectrum; and it does not confer or create any rights in favor of any party other than Spectrum.

**Definitions**

**Facility** means the primary factory, processing or manufacturing plant that produces the materials and products. Supplier, a subcontractor or third party may own the Facility.

**Forced Labor** means all work or service, not voluntarily performed, that is obtained from an individual under the threat of force or penalty.

**Harmful Child Labor** means the employment of children that is economically exploitive, or is likely to be hazardous to, or interfere with, the child’s education, or to be harmful to the child’s health, or physical, mental, spiritual, moral or social development.

**Human Trafficking and Slavery** means the recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability of or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation.

**Materials and products** means all raw materials, or goods or components described in any Spectrum purchase order and all other materials and services normally included with such materials or products.

**Spectrum** means Spectrum Brands, Inc., its subsidiaries, affiliates and joint ventures.

**Suppliers** means the entities which provide the materials and products to Spectrum and includes the entities' parents, affiliates and subsidiaries used by such Suppliers in relation to the sale of the materials and products to Spectrum.

**Foreign government official** (or “FGO”) is broadly interpreted and means an officer or employee of a government or any department, agency, or instrumentality thereof, or of certain international agencies, such as the World Bank or the United Nations, or any person acting in an official capacity on behalf of one of those entities. Officials of government-owned corporations are considered to be foreign officials.

**Documentation**

All documentation that may be needed to verify compliance with Spectrum’s Code of Conduct and with all the applicable laws and regulations of the country where the materials and products are produced must be maintained on-site at the Facilities where the materials are processed or produced or the goods manufactured. All such documentation is to be made available upon the request of Spectrum or its third-party auditor.
Child Labor

All workers shall be at least eighteen (18) years old unless the applicable local law allows otherwise. Suppliers must maintain official and verifiable documentation of each worker’s date of birth, or lacking this documentation, have some legitimate means of confirming each worker’s age. Harmful Child Labor is prohibited. Spectrum will not conduct business with Suppliers employing Child Labor.

Human Rights

Spectrum supports universal human rights, the communities in which it operates, and the parties with whom it does business. Spectrum will place a substantial value upon incumbent and potential Suppliers who consistently respect basic human rights.

Human Trafficking, Compulsary Prison or Slave Labor & Physical Abuse

Suppliers shall not use workers, (employees or contractors) obtained through Human Trafficking, prison, Forced Labor or slave labor, or inflict any physical abuse or corporal punishment. Spectrum will not conduct business with Suppliers employing prison, Forced Labor or slave labor.

Labor and Employment Standards

Spectrum utilizes fair employment practices, as well as strives to provide a safe, healthful and productive work environment for its employees and expects its Suppliers to uphold the same standards. Specifically, Suppliers shall comply with all national and local, provincial or other applicable labor and employment laws and regulations of the country where the materials and products are produced, including those laws that prohibit Human Trafficking, Forced Labor or bonded labor and indentured servitude, regulate wage and hour rules, allow employees to associate freely, regulate the use of foreign contract or migrant workers and prohibit discrimination in hiring and employment practices based on race, color, religion, gender, sexual orientation, age, physical ability, national origin, political opinion, union membership or marital status.

Health, Safety, and Housing Standards

Spectrum expects Suppliers to conduct their business without unacceptable worker treatment such as harassment, discrimination, physical or mental punishment, or other forms of abuse. Spectrum is committed to purchasing from Suppliers who have safe and healthy operations around the world to protect the life and health of its employees and contractors and the community surrounding its operations, to protect its assets, to ensure business continuity and to engender public trust. Therefore, Suppliers shall comply with all national and local, provincial or applicable laws and regulations of the country where the materials and products are produced that are related to the health
and safety of workers including such areas as sanitation, preventing accidents, injury and the spread of communicable diseases, first aid and emergency care, fire safety and safe and healthy residential facilities as well as machine safeguarding.

**Environmental Standards**

Spectrum strives to improve the environmental quality of our operations and our products and we seek to do business with Suppliers who share our concerns for and commitment to preserving the environment. As such, Spectrum and its Suppliers and Facilities shall comply with all national and local, provincial or other applicable environmental laws and regulations of the country where the materials and products are produced that are applicable to their business practices, such as waste disposal and management, air emissions, toxic substances, handling and disposal of chemicals and others dangerous materials, prohibition or restriction of specific substances in products, labels, packaging. Upon request, Suppliers shall show documentation validating that all input material and components were obtained from permissible harvests consistent with international treaties and protocols in addition to local laws and regulations.

Spectrum’s goal is to reduce both greenhouse gas emissions and energy consumption throughout our value chain. Suppliers shall utilize renewable energy sources in the production and transportation of products whenever possible.

Spectrum is also committed to responsible material handling and transportation of plastic pellets and resins to prevent harmful release into the environment. Suppliers shall take precautions to prevent this loss and engage in stewardship and clean-up programs whenever possible.

**Responsible Sourcing of Minerals**

Suppliers shall have a policy in support of the goal of the Dodd-Frank Act to reasonably assure that the tantalum, tin, tungsten and gold in the products they manufacture does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Suppliers shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to Spectrum upon Spectrum's request. Additionally, Spectrum encourages its suppliers to reasonably source conflict minerals and derivative metals from the DRC and neighboring countries from mines and smelters that do not fund armed groups engaged in conflict and human rights abuses (conflict free mines and smelters) to prevent an embargo and associated worsening of economic conditions and human suffering. Suppliers shall complete and deliver to Spectrum (prior to selling any products to Spectrum) an EICC or other form(s) as Spectrum may require regarding the conflict mineral content of the products Supplier sells to Spectrum and Supplier shall update such form(s) when it changes its suppliers or changes the composition or formula of the products it sells to Spectrum.
FCPA Compliance

Supplier’s performance of its services is subject to the United States Foreign Corrupt Practices Act (“FCPA”) as well as other applicable anti-bribery laws, including without limitation, the U.K. Bribery Act. Neither Supplier nor any one acting on its behalf will violate the FCPA or any other anti-bribery law for the benefit of or on behalf of Spectrum or Supplier.

Anti Bribery

Supplier represents and warrants to Spectrum that:

- Supplier is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to do business and has obtained licenses or completed such registrations as are required by law to provide the goods or services subject to the order;
- Supplier has not and will not directly or indirectly give, offer to give, or authorize to give money or anything of value to a foreign government official, foreign political party, a party official, a candidate for foreign political office in order to influence official acts or decisions of that person or entity, to obtain or retain business, or to secure any improper advantage. If Supplier is itself a Government Official, it has not accepted, and will not accept in the future, such a gift; and
- all information provided by Supplier during Spectrum’s pre-contractual due diligence is complete, truthful, and accurate.

Records and Audits

For 3 years following the expiration or termination of Supplier’s Contract with Spectrum, Supplier shall keep full and accurate books, records, and all documents and other materials relating to Supplier’s business with Spectrum in accordance with standard accounting procedures such as Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS). During that same period, Spectrum, or its duly authorized agent or representative, shall have the right, upon reasonable notice, to audit and inspect such books, documents, and other material during Supplier’s normal business hours, and may make copies of such books, documents and other materials in order to verify whether Supplier has complied with its obligations under the Contract.

Termination

Spectrum may terminate the Contract immediately upon notice to Supplier, if Supplier breaches any of the above representations and warranties or if Spectrum learns that Supplier made, offered, or authorized improper payments to an FGO as defined above, with respect to goods provided to or services performed on behalf of Spectrum or any other company. In the event of such termination, Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional
third parties entered into prior to termination, and Supplier shall be liable for damages or remedies as provided by law.

Facility Audits

In connection with the standards and requirements set forth in this Supplier Code of Conduct, at any time, with or without advance notice, Spectrum reserves the right to audit, at its own expense, without any restrictions, any or all Facilities (including any of its suppliers or subcontractors). Should Supplier fail to comply with this initial audit, Spectrum reserves the right to conduct additional audits on any or all such Facilities (including any of its suppliers or subcontractors) at Suppliers' expense. Spectrum may also authorize a third party to audit any or all such Facilities (including any of its suppliers or subcontractors), but only with Spectrum's express prior written authorization as provided to Supplier and as Supplier is obligated to first verify with Spectrum. Supplier shall require that the Facility's management provide unfettered access to the Facility and all of its books and records to allow for a comprehensive audit to be conducted, including an opportunity for confidential and private interviews with Facility workers selected by the auditor. No retaliation of any sort shall be taken against any workers or auditors. Upon review of any unsatisfactory audit results, Spectrum, in its sole discretion, reserves the right to require corrective action be taken. If Supplier fails to take corrective action, Spectrum may stop current production and cancel contracts with any non-conforming Supplier and such Supplier shall be liable for all related damages incurred by Spectrum, including lost profits.

Reporting Violations

Violations of Spectrum's Supplier Code of Conduct can be reported confidentially in a local language. If you have knowledge that any of these standards are being violated, you are encouraged to report the issue. Contact methods are listed below.

- Phone: +1 866-384-4277 (number varies by location)
- World Wide Web: http://www.spectrumbrands.com/contact-us

This Supplier Code of Conduct supplements and does not supersede or replace the Spectrum Brands Code of Business Conduct and Ethics or any other written Spectrum policy or procedure.

Spectrum reserves the right to amend this Code at any time.

The undersigned warrants and represents that (s)he is the ________________ of Supplier, has authority to bind the Supplier to comply with the terms of the Code and acknowledges Supplier’s responsibility to adhere to the Code. Supplier certifies that the products it sells to Spectrum comply with the laws of the country where Supplier does business.