RESPONSIBLE PURCHASING POLICY

Purpose: The Indicia Worldwide Responsible Purchasing Policy ("*this Policy*") aims to provide common guidelines and requirements for all our vendors throughout the world. This Policy presents the commitments we require from all our vendors and is proof of our desire to incorporate the principles of sustainable development in all of our areas of activity and to promote them in our relations. It is material for us that all our vendors, no matter which country they are based in, respect Human Rights and the ethical, social, and environmental requirements that we consider to be fundamental and essential in our dealings.

Scope: The minimal standards as contained in this Policy set forth expectations for the vendors with whom we do business, including their parent, subsidiary or affiliate entities, as well as all others with whom they do business including all employees (including permanent, temporary, contract agency and migrant workers), up-stream suppliers and other third-parties. This Policy defines the non-negotiable minimum standards that we expect our vendors to respect and to adhere to. It is the vendors' responsibility to disseminate, educate and exercise diligence in verifying compliance with this Policy to its employees, agents, and sub-tier suppliers.

Application: Acknowledgement of these standards is a prerequisite for every contract we enter into and these standards form an integral part of all of our purchase orders and supply contracts. Through the acceptance of any purchase order, the vendor commits that all its operations are subject to the provisions contained in this Policy. The standards of this Policy are in addition to, and not in lieu of, the provisions of any legal agreement or contract between the vendors and us. This Policy, or the demonstration of its compliance, are for the benefit of Indicia Worldwide and its customers only and do not create any third-party beneficiary rights for the vendor.

ETHICAL TRADING

Indicia Worldwide require that the vendors' employees be provided with good working conditions. We understand and are convinced that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity. Ultimately, our clients benefit too, from better quality, better value products and peace of mind.

Indicia Worldwide has adopted the Ethical Trading Initiative ("*ETI*") base code of the International Labour Organisation ("*ILO*") as our standard. The provisions of the ETI base code constitute minimum and not maximum standards, and the code is not meant to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and the ETI base code (or this Policy) address the same subject, to apply that provision which affords the greater protection.

The following definitions apply:

- *Child*: Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If, however, local minimum age law is set at 14 years of age in accordance with developing country

exceptions under ILO Convention No. 138, the lower will apply.

- *Young Person*: Any worker over the age of a Child (as defined above) and under the age of 18.
- *Child Labour*: Any work by a Child or Young Person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the Child's or Young Person's education, or to be harmful to the Child's or Young Person's health or physical, mental, spiritual, moral or social development.

Employment is freely chosen

- There is no forced, bonded, or involuntary prison labour.
- Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

Freedom of association and the right to collective bargaining are respected

- Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

Working conditions are safe and hygienic

- A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- The company observing the code shall assign responsibility for health and safety to a senior management representative.

Child Labour shall not be used

- There shall be no new recruitment of Child Labour.
- Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any Child found to be performing Child Labour to enable her or him to attend and remain in quality education until no longer a Child. These policies and procedures shall conform to the provisions of the relevant ILO standards.

- Children and Young Persons under 18 shall not be employed at night or in hazardous conditions.

Living wages are paid

- Wages and benefits paid for a standard working week meet, at a minimum, national legal standards, or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

Working hours are not excessive

- Working hours comply with national laws , collective agreements, and the provisions below, whichever affords the greater protection for workers. The below provisions are based on international labour standards.
- Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.*
- All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.
- The total hours worked in any 7-day period shall not exceed 60 hours, except where covered by the next clause below.
- Working hours may exceed 60 hours in any 7-day period only in exceptional circumstances where all of the following are met:
  1. this is allowed by national law;
  2. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
  3. appropriate safeguards are taken to protect the workers' health and safety; and
  4. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents, or emergencies.
- Workers shall be provided with at least one day off in every 7-day period or, where allowed by national law, 2 days off in every 14-day period.*

**International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced*

No discrimination is practised

- There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

Regular employment is provided

- To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

No harsh or inhumane treatment is allowed

- Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

MODERN SLAVERY

Indicia Worldwide require that our vendors be aware of the requirements of the Modern Slavery Act 2015 (UK) and that they work actively to ensure that slavery is eradicated from their company's operations.

HEALTH & PRODUCT SAFETY

All products and services delivered by the vendor must meet the safety standards required by applicable law.

ENVIRONMENT & SUSTAINABILITY

Vendors shall be committed to ensuring that their activities do not harm the environment. They shall respect the laws and regulations that are valid in all the countries in which they operate, in particular on the following points:

Risk Prevention

Vendors shall apply the principle of precaution in their approach to environmental issues and ensure the control of all potential risks by the strictest respect of best practices.

Impact on the Environment

Vendors shall be committed to developing a system for measuring the effectiveness of methods used to reduce:

- Use of non-renewable resources (oil, natural gas, metals, etc.)
- Consumption of energy and water
- Greenhouse gas emissions
- Pollution (water, ground, air)
- Production of waste, i.e. the reduction of waste to landfill by e.g., recycling

Emissions

The discharge into the air, water or ground of materials, emissions or substances that could endanger the environment shall be identified, monitored, controlled, and processed according to local regulations before being discharged.

Hazardous Substances

Vendors shall be committed to respecting bans and restrictions on substances and materials in force under various regulations.

Chemical products and other materials, which are hazardous when released into the environment, shall be identified, labelled and managed in such a way as to guarantee that their handling, use, transport, storage, recycling, reuse and elimination all take place safely and within the respect of the regulations in force. Workers in charge of handling these products and other materials shall be trained and equipped and there shall be provisions for emergency procedures in the event of an accident constituting a risk for the environment.

Vendors shall comply with material restrictions and product safety requirements set by applicable laws and regulations. Vendors shall ensure that key employees are aware of and trained in product safety practices.

Certification

As far as possible, we encourage our vendors to apply an environment management system and to obtain an ISO 14001 accreditation, designed to identify, control, and mitigate significant environmental impacts.

Vendors are also required to commit to participating in the Indicia Worldwide Sustainability Programme by responding to a bi-annual Environmental RFI in a timely manner.

Paper

Vendors are encouraged to source paper responsibly i.e. using, wherever possible, *PEFC* and *FSC* papers/materials, if the said materials are not being supplied by Indicia Worldwide.

EU TIMBER REGULATIONS

At Indicia Worldwide we take our obligations to safeguard the environment and to adhere to all relevant legislation very seriously.

The European Union has recognised that the trade in illegal timber and timber products is a serious problem of international concern as it contributes to deforestation, global CO2 emissions and loss of biodiversity. The EU has developed Regulation no. (EU) 995/2010 ("*EU Timber Regulations*"); a law that addresses the issue of illegal logging and the associated trade in timber products. It applies across all European Union member states and came into force on 3 March 2013. The EU Timber Regulations lay down the legal obligations for individuals and organisations that place timber and timber products on the European market.

The objective of the EU Timber Regulations is to prohibit illegally harvested timber products from being placed on the European market. EU Timber Regulations include a legal obligation to implement a due diligence system to reduce the risk of illegal timber products entering the European market.

Therefore, Indicia Worldwide requires you, as one of its vendors, to confirm that you:

- are aware of the EU Timber Regulations;
- are currently working with a due diligence system and are fully adhering to the EU Timber Regulations. Your due diligence system must cover the following:
    1. Access to information describing the timber and timber products, country of harvest, species, quantity, details of the supplier and information on compliance with national legislation;
    2. Risk assessment that covers the risk of illegal timber in the supply chain; and
    3. Risk mitigation that enables further information and assurance when there is a risk of illegal timber in the supply chain; and
- you will provide the above-mentioned data to Indicia Worldwide as and when requested within a reasonable time to ensure compliance with the EU Timber Regulations.

RECORDS

The vendor shall maintain transparent and up to date books and records to demonstrate compliance with applicable materials, services, governmental and industry regulations.

ORIGIN

The vendor shall be capable to disclose all the potential sources of primary origins (country of origin) associated with deliveries made. Indicia Worldwide reserves the right to ask the vendor to create, at a point of time, full supply chain mapping back to origin to facilitate assessment of up-stream supply chain compliance.

ANTI CORRUPTION AND BRIBERY

Indicia Worldwide is committed to ensure that we operate an anti-corruption culture. We expect our vendors to have a similar code of conduct in place.

The vendor must never, directly or through intermediaries, offer or promise any personal or improper advantage to obtain or retain a business or other advantage from a third party, whether public or private. The vendor will not pay or accept bribes, arrange or accept kickbacks and shall not take any actions to violate, or cause its business partners to violate, any applicable anti-bribery laws and regulations including the U.S. Foreign Corrupt Practices and the UK Bribery Acts.

The vendor is expected to report to Indicia Worldwide any situation that may appear as a conflict of interest, and disclose to Indicia Worldwide if any of our employees or professionals under contract may have an interest of any kind in the vendor's business or any kind of economic ties with the vendor.

We request vendors to implement and maintain at all times a suitable anti-bribery and corruption policy ("*AB&C Policy*") which covers all aspects of the provision of the goods and services, and they shall procure that all relevant officers, employees or agents of the vendor and any other persons who are engaged to perform any part of the services and who are 'associated' with the vendor for the purposes of section 8 of the Bribery Act 2010 ("*Associates*") shall at all times in the provision of the goods and services comply with the vendor's AB&C Policy.

Bribery is defined as giving someone a financial or other advantage to encourage that person to perform their function or activities improperly or to reward that person having already done so.

Gifts – Indicia Worldwide employees are not permitted to accept money, convertibles (e.g. vouchers), gifts, bonuses or any other favour or benefit from vendors with the exception of desktop trivia such as calendars, diaries, small boxes of chocolates, etc.

Entertainment – Indicia Worldwide accepts that there may be a valid reason for accepting hospitality from existing vendors and a register will be kept of such instances and all associated expenditure. Indicia Worldwide employees will need to seek authorisation from their manager before accepting any hospitality.

Our vendors are requested to provide Indicia Worldwide with all reasonable assistance to enable Indicia Worldwide to comply with the Bribery Act 2010 including, without limitation, monitoring compliance by its Associates with the AB&C Policy, and informing Indicia Worldwide of any request by a third party for payment of a bribe in connection with the goods and/or services.

Any failure by a vendor to perform its obligations will result in our contract being terminated with immediate effect.

CONCLUSION AND CONFIRMATION

Our vendors must have mechanisms in place to guarantee that their company respects the requirements and guidelines set out in this Policy.

Indicia Worldwide will carry out regular checks to ensure that this is so. Checks may take the form of document requests as well as on-site assessments and audits carried out either by ourselves or representatives appointed by us.

In the case of non-conformity, Indicia Worldwide will insist that the vendor sets up a plan of corrective actions with timelines, which will then be monitored. In the case of a serious breach, or if a non-conformity is not rectified, Indicia Worldwide reserve the right to end our relationship with the vendor concerned.

Your signature at the foot of this document confirms that:

- You have received and familiarised yourselves with this Policy.
- You are aware of all relevant laws and regulations of the countries in which your company operates.

- You are committed to implementing and complying with these principles and you understand that failure to comply may be considered a material breach of your obligations under our contract.
- You will report to us any case of violations of this Policy.
- You will inform all your employees/subcontractors of the content of this Policy, and that you will ensure that they also comply with the provisions incorporated therein.
- You hereby authorise Indicia Worldwide or any organizations acting on behalf of Indicia Worldwide to carry out audits with or without notice at your premises and the business premises of your subcontractors at any time to verify compliance with this Policy's content.

Signed for and on behalf of:

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Company

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Signature Date

..... Print Name

..... Position