

INX Supplier Code of Conduct Agreement

Document Number: 70PH-1175AG Rev 02

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I. Purpose

The purpose of this specification is to express the responsibility placed upon suppliers to agree to INX International Ink Co.'s Supplier Code of Conduct, listed below. Suppliers of direct materials to INX must show compliance to the Supplier Code of Conduct by completing and returning the INX Supplier Code of Conduct Certification Form located on page 4 of this agreement to INX's Corporate Sourcing department by mail at 1760 Western Drive, West Chicago, IL 60185, as a pdf attachment to Russell.Szadowski@inxintl.com, or by fax [630-681-7199].

II. INX's Supplier Code of Conduct

INX expects all of its suppliers to comply with the law and act ethically in their dealings. This Supplier Code of Conduct establishes minimum requirements for our suppliers worldwide. Working together, we can achieve great success by doing the right thing.

a. Forced Labor, Slavery and Human Trafficking. Supplier shall not directly (or indirectly through the use of subcontractors) use any forced or slave labor, and shall not engage in or support, directly or indirectly, human trafficking. Supplier shall respect the freedom of movement of its workers and not restrict their movement by controlling identity papers, holding money deposits, or taking any other action to prevent workers from terminating their employment. If workers enter into employment agreements with Supplier, workers should do so voluntarily.

b. Child Labor. Supplier shall not directly (or indirectly through the use of subcontractors) employ any children under 18 years of age unless legal and necessary and unless Supplier complies with the minimum employment age limit defined by national law where the person is working or by International Labor Organization ("ILO") Convention 138, whichever is higher.

c. Conflict Minerals . Supplier shall establish and promote a policy prohibiting the use of Conflict Minerals: cassiterite (tin), columbite-tantalite (coltan), wolframite (tungsten), and gold as related to the conflicts and human rights abuses in the Democratic Republic of the Congo and neighboring countries.

<http://www.state.gov/secretary/rm/2010/07/145039.htm>

http://www.ipc.org/3.0_Industry/3.3_Gov_Relations/Conflict-Minerals-Financial-Reform-Final.pdf

d. Diversity and Inclusion. Supplier will hire, compensate, promote, discipline, and provide other conditions of employment based solely on an individual's performance and ability to do the job (except as required under collective bargaining agreements). Supplier will not discriminate based on a person's legally protected status where that person is employed.

e. Harassment and Abuse. Supplier will provide a workplace free from harassment, which can take many forms, including sexual, verbal, physical or visual behavior that creates an offensive, hostile, or intimidating environment.

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f. **Safety and Health.** Supplier will (i) endeavor to provide safe working conditions, (ii) provide its employees with appropriate protection from exposure to hazardous materials, and (iii) provide its employees with access to potable water and clean sanitation facilities.

g. **Third-Party Representation.** Supplier will respect the decision of its employees to join and support a union as well as their decision to refrain from doing so where legally permitted.

h. **Working Hours and Compensation.** Within the bounds of normal seasonal and other fluctuations in business requirements, Supplier will (i) maintain a reasonable overall pattern of required working hours and days off for its employees so that total work hours per week do not regularly exceed industry norms; and (ii) pay fair and timely compensation, including any required premium payments for overtime work.

i. **Disciplinary Practices.** Supplier will not use corporal punishment or other forms of mental or physical coercion as a form of discipline.

j. **Business Integrity and Anticorruption.** INX works diligently to conduct its business fairly, honestly and ethically and to comply with all applicable laws, and it expects the same behavior from its suppliers. Correspondingly, INX will not tolerate the giving or receiving of bribes by its officers, directors, employees, or anyone acting on its or their behalf. It does not matter whether the bribe is intended to benefit the individual, INX or some other person or entity. Supplier shall not bribe, or offer or give, directly or indirectly, any financial or other advantage to any officer, director, or employee of INX, or anyone acting on its or their behalf, or to a governmental official for, or on behalf of, or at the behest of INX. Supplier shall immediately report to INX any request for (i) a bribe or for any financial or other advantage that Supplier receives from an officer, director or employee of INX or anyone acting on its or their behalf, or (ii) any request by an officer, director or employee of INX or anyone acting on its or their behalf to make a payment to any third party including government officials. Supplier will promote honesty and integrity in its business conduct by raising ethical awareness among its employees and providing direction and education on ethical issues.

k. **Environment and Sustainability.** Supplier will work to continuously improve its environmental performance to reduce the environmental impact of its activities.

l. **Conflicts of Interest.** Employees of INX should act in the best interest of the Company. Accordingly, employees should have no relationship, financial or otherwise, with any Supplier that might conflict, or appear to conflict, with the employee's obligation to act in the best interest of the Company. For example, Suppliers should not employ or otherwise make payments to any employee of INX during the course of any transaction between the Supplier and the Company. Friendships outside of the course of business are inevitable and acceptable, but Suppliers should take care that any personal relationship is not used to influence any INX employee's business judgment. If a Supplier employee is a family relation (spouse, parent, sibling, grandparent, child, grandchild, mother- or father-in-law, or same or opposite sex domestic partner) to an employee of INX, or if a Supplier has any other relationship with an employee of INX that might represent a

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conflict of interest, the Supplier should disclose this fact to INX or ensure that the INX employee does so.

m. Reporting Obligation. Suppliers who believe that an employee of INX, or anyone acting on behalf of INX, has engaged in illegal or improper conduct, including conduct prohibited under this Code, should report the matter to INX. Supplier can contact the INX General Counsel at 630 382-1800. A Supplier's relationship with INX will not be affected by an honest report of potential misconduct.

n. Audit Rights. INX reserves the right, directly or through third party auditors, to verify Supplier's compliance with this Code of Conduct and, upon request, Supplier shall certify its compliance with this Code of Conduct in writing. Failure to comply with such a request or a violation by Supplier of this Code may result in termination of Supplier's relationship with INX.

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INX Supplier Code of Conduct Certification Form

The undersigned, a duly authorized official of the below-named Supplier to INX International Ink Co. hereby confirms and certifies that, after due enquiry, it is in compliance with INX's Supplier Code of Conduct 70PH-1175AG and that it intends to remain in compliance with such Code for as long as it is a supplier to INX.

Without limiting the generality of the foregoing, the undersigned specifically confirms and certifies:

per the California Transparency in Supply Chains Act of 2010, that it does not directly (or indirectly through the use of subcontractors) use any forced or slave labor and shall not engage in or support, directly or indirectly, human trafficking and that materials incorporated into the products it sells to INX comply with the laws regarding slavery and human trafficking of the country or countries in which it does business;

Print name of Supplier: _____

Signature of Authorized Signatory: _____

Print name and title of position: _____

Date: _____

This Supplier Certification document should be signed and returned to INX's Corporate Sourcing department by mail at 1760 Western Drive, West Chicago, IL 60185, as a pdf attachment to rick.westrom@inxintl.com, or by fax [630-681-7199]

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