

Plano Synergy Supplier Code of Conduct

DOCUMENTATION.

All documentation that may be needed to verify compliance with Plano Synergy'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 onsite 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 Plano Synergy or its auditor.

CHILD LABOR.

All workers shall be at least 18 years old unless the applicable local law allows otherwise, and in such case, the Supplier must comply with all local laws pertaining to such labor including, but not limited to, any and all limitations on the type or amount of labor supplied. 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. Moreover, regardless of whether or not permitted by local laws, harmful child labor is prohibited. 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 RIGHTS.

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

HUMAN TRAFFICKING, COMPULSORY OR SLAVE LABOR & PHYSICAL ABUSE.

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

Suppliers shall not use workers, (employees or contractors), obtained through human trafficking, forced or compulsory labor, or slave labor, or inflict any physical abuse or corporal punishment. Suppliers may not require the payment of fees or the surrender of identification as a condition of employment. Plano Synergy will not conduct business with Suppliers employing compulsory Labor or slave labor.

LABOR AND EMPLOYMENT STANDARDS.

Plano Synergy utilizes fair employment practices, as well as strives to provide a safe, healthful, respectful 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.

Plano Synergy expects Suppliers to conduct their business without unacceptable worker treatment such as harassment, discrimination, physical or mental punishment, or other forms of abuse.

Plano Synergy 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 maintain safe and healthy working environments and shall meet or exceed the requirements of 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, safety training, 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.

Plano Synergy 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, 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 including 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.

RESPONSIBLE SOURCING OF RAW MATERIALS.

Suppliers shall have a policy to reasonably assure that the raw materials, including but not limited to minerals, in the products they manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses. Suppliers shall exercise due diligence on the source and chain of custody of these raw materials and make their due diligence measures available to Plano Synergy upon Plano Synergy's request. Additionally, Plano Synergy encourages its suppliers to reasonably source raw materials, minerals and derivative metals from sources that do not fund armed

groups engaged in conflict and human rights abuses (conflict free sources). Supplier shall complete and deliver to Plano Synergy (prior to selling any products to Plano Synergy) the requisite form(s) as Plano Synergy may require regarding the minerals or other raw materials of the products Supplier sells to Plano Synergy and Supplier shall update such form(s) when it changes its suppliers or changes the composition or formula of the products it sells to Plano Synergy.

ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE

Plano Synergy is committed to doing the right thing and it does not tolerate corruption from those it does business with. Suppliers are required to operate with the highest standards of business integrity and respect our corporate policies regarding business conduct, such as conflicts of interest, gifts and entertainment and confidentiality.

Supplier's performance of its services is subject to the United States Foreign Corrupt Practices Act ("FCPA") as well as other applicable anti-bribery and anti-corruption laws. 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 Plano Synergy or Supplier. By doing business with Plano Synergy, Supplier hereby represents and warrants to Plano Synergy that:

i. 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;

ii. Supplier has not and will not directly or indirectly give, offer to give, or authorize to give money or anything of value, including but not limited to bribes, kickbacks or special favors, 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. 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. If Supplier is itself a Government Official, it has not accepted, and will not accept in the future, such a gift; and

iii. all information provided by Supplier during Plano Synergy's due diligence or subsequent evaluation of Supplier is and will be complete, truthful, and accurate.

iv. Supplier will not give, offer to give, or authorize to give money or anything of value, including but not limited to bribes, kickbacks or special favors, to any auditors, investigators or evaluators that Plano Synergy, or Plano Synergy's customers, have review the business practices of Supplier hereunder in order to influence the acts or decisions of that person or entity, to obtain or retain business, or to secure any improper advantage.

PRODUCT QUALITY AND SAFETY

Suppliers may only supply products that meet our specifications and that contain materials that are in compliance with all local and national law and regulations.

This Supplier Code of Conduct supplements and does not supersede or replace the Plano Synergy Brands Code of Business Conduct and Ethics, any agreement with the Supplier, or any other written Plano Synergy policy, procedure or code. By doing business with Plano Synergy and its affiliates, Suppliers agree to be bound by this Code. Plano Synergy reserves the right to amend this Code at any time at its sole discretion.