

Supplier Code of Conduct

Intent

Pen Company of America (“PCA”) is committed to conducting its business in an ethical, legal, and socially responsible manner, particularly the avoidance of forced labor. PCA expects its suppliers to share this commitment and, therefore, has established this Supplier Code of Conduct. Although there may be different legal and cultural environments applicable to its suppliers, PCA suppliers must meet the following minimum requirements in order to do business with PCA:

1. Compliance with Laws, Regulations, and Published Standards

PCA suppliers must comply with all applicable laws, codes, or regulations of the countries, states, and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, PCA suppliers must require their suppliers (including temporary labor agencies) to do the same. PCA suppliers must conform their practices to any published standards for their industry.

2. Environmental Practices

PCA suppliers shall comply with all environmental laws and regulations applicable to their operations worldwide. Such compliance shall include, among other things, the following items:

- (a) Obtaining and maintaining environmental permits and timely filing of required reports;
- (b) Proper handling and disposition of hazardous materials;
- (c) Monitoring, controlling, and treating discharges generated from operations.

3. Occupational Health and Safety Practices

PCA suppliers shall provide their employees with a safe and healthy working environment in order to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of the supplier. Suppliers shall, among other things, provide

- (a) Occupational health and safety training;
- (b) A system for injury and illness reporting;
- (c) Medical treatment and/or compensation to injured/ill workers arising as a result of working for supplier;
- (d) Machine safeguarding and other protective measures to prevent injuries/illnesses to workers;
- (e) Clean and safe facilities.

4. Labor Practices

PCA expects its suppliers to adopt sound labor practices and treat their workers fairly in accordance with local laws and regulations. In addition, suppliers must comply with the following standards:

- (a) Freely Chosen Employment. Suppliers shall not use any forced labor, whether in the form of prison labor, indentured labor, bonded labor, or otherwise.
- (b) No Child Labor. Suppliers shall not employ child labor and comply with the minimum of local minimum working age laws and requirements or the International Labor Organization (ILO) standards.
- (c) Minimum Wages. Suppliers shall provide wages for regular and overtime work and benefits that meet or exceed legal requirements.

(d) Working Hours. Suppliers shall not require workers to work more than the maximum hours of daily labor set by local laws.

(e) No Harsh, Inhumane Treatment or Abuse. Suppliers shall treat each employee with dignity and respect. In no event shall Supplier's workers be subject to threats of violence, physical punishment, confinement, or other form of physical, sexual, psychological, or verbal harassment or abuse.

(f) No Discrimination. Suppliers shall not discriminate in its employment practices on the basis of race, color, religion, sex, age, physical disability, national origin, creed, or any other basis prohibited by law.

(g) Freedom of Association. Suppliers shall recognize and respect the rights of its workers to organize in labor unions in accordance with local labor laws and established practices.

5. Ethical Business Practices

PCA expects its suppliers to conduct their businesses in accordance with the highest standards of ethical behavior and in accordance with applicable laws and regulations. Suppliers are expected to conform to these requirements in each of the following areas:

(a) Fair Trade Practices. Suppliers shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of antitrust laws.

(b) Bribery, Kickbacks, and Fraud. No funds or assets of the supplier shall be paid, loaned, or otherwise disbursed as bribes, kickbacks, or other payments designed to influence or compromise the conduct of PCA.

(c) Foreign Corrupt Practices Act. While laws and customs vary throughout the world, all suppliers must comply with foreign legal requirements, United States, and local laws that apply to foreign operations, including the Foreign Corrupt Practices Act. The Foreign Corrupt Practices Act generally makes it unlawful to give anything of value to foreign government officials, foreign political parties, party officials, or candidates for public office for the purposes of obtaining or retaining business.

(d) PCA Policies and Procedures. Suppliers must comply with PCA's published policies and procedures, including, but not limited to, PCA's Employment of Relatives and Personal Conduct policies.

(e) Intellectual Property Rights. Suppliers shall respect the intellectual property rights of others, especially PCA, its affiliates, and business partners. Suppliers shall take appropriate steps to safeguard and maintain confidential and proprietary information of PCA and shall use such information only for the purposes specified for use by PCA. Suppliers shall observe and respect all PCA patents, trademarks, and copyrights, and comply with all requirements as to their use as established by PCA. Suppliers shall not transmit confidential or proprietary information of PCA via the internet unless such information is encrypted in accordance with minimum standards established by PCA.

6. Export Sanctions/Terrorism Activities

PCA suppliers must abide by all economic sanctions or trade embargoes that the United States has adopted, whether they apply to foreign countries, political organizations, or particular foreign individuals and entities.

Suppliers should not directly or indirectly engage in or support any terrorist activity. Neither suppliers nor any of their affiliates, nor any officer or director of the supplier or any of its affiliates, should be included on any lists of terrorists or terrorist organizations compiled by the United States government or any other national or international body, including but not limited to:

(a) The U.S. Treasury Department's Specially Designated Nationals List;

(b) The U.S. State Department's Terrorist Exclusion List;

(c) The United Nations List Pursuant to Security Council Resolution 1390 (2002) and Paragraphs 4(B) or Resolution 1267(1999) and 8(C) of Resolution 1333 (2000);

(d) The European Union List Implementing Article (2)(3) of Regulation (EC) No. 2580/2001 on Specific Restrictive Measures Directed Against Certain Persons and Entities with a View to Combating Terrorism.

7. Solicitations by Suppliers

All suppliers shall comply with all guidelines issued by PCA relating to access to PCA facilities, offices, and employees. No Supplier shall use PCA's computer system, including its electronic mail system and internet site, for the purpose of sending unsolicited electronic mail messages to the PCA community. Suppliers must receive prior written authorization from PCA's Supply Management Department to hold trade shows, demonstrate products, utilize PCA resources (i.e., bulletin boards), or make unsolicited calls on PCA departments.

8. Monitoring and Compliance

PCA or its representatives may engage in monitoring activities to confirm Supplier's compliance to this Supplier Code of Conduct, including on-site inspections of facilities, use of questionnaires or report cards, review of publicly available information, or other measures necessary to assess supplier's performance.

The Supplier Code of Conduct prohibits the use of forced and child labor. Each direct supplier is evaluated at the time of selection for its compliance with the Code of Conduct with the Code of Conduct and our policy on forced and child labor. Failure to comply with the Code of Conduct may result in a curtailment or termination of the supplier relationship.

Any PCA supplier or PCA employee that becomes aware of violations of this policy is obligated to notify the PCA's main facility. Based on the assessment of information made available to PCA, PCA reserves the right (in addition to all other legal and contractual rights) to disqualify any potential supplier or terminate any relationship with any current supplier found to be in violation of this Supplier Code of Conduct without liability to PCA.

Application/Exclusions

This Supplier Code of Conduct is a general statement of PCA's expectations with respect to suppliers. This Policy should not be read in lieu of, but in addition to, any supplier obligations as set forth in any:

(a) Request for proposal or other solicitation;

(b) Agreements by and between PCA and the Supplier. In the event of a conflict between this Policy and any PCA solicitation document or applicable agreement, the terms of the PCA solicitation or agreement shall control.

No exclusions are applicable to this policy.