

NEWELL BRANDS VENDOR CODE OF CONDUCT



Newell Brands and its subsidiaries and affiliates (collectively, "Newell") are committed to conducting business activities with the highest standards of business ethics and in accordance with all applicable laws and regulations. This Vendor Code of Conduct applies to all parties providing goods or services to Newell and their subsidiaries, affiliates and subcontractors (collectively, "Vendors"), whether organized, operating, or existing under United States law or the law of any other country, state, political union, municipality, administrative district, or other governmental authority. This Code establishes the standard of conduct Newell expects from our Vendors in a number of areas, including human rights, labor requirements, health and safety, environmental compliance and management practices. Newell will assess supplier compliance against our Code. Violations of our Code may result in corrective action, including termination of the business relationship with Newell.

Newell reserves the right to inspect and/or authorize a third party to inspect and audit, at any time, whether or not notice is provided in advance, all Vendors and any location where a good is designed, manufactured, assembled, handled, located, or retailed ("Factories"). Vendors shall also permit Newell's customers to inspect and audit its Factories to the extent reasonably required or requested by such customer as a condition of it doing business with Newell. All such documentation must be accurate, free from any attempt to falsify or mislead and made available promptly upon request to any person of Newell conducting an audit.

COMPLIANCE WITH LAWS AND REGULATIONS

Comply with all applicable laws in any country in which it conducts business and demonstrate actions in all cases that meet or exceed those required by applicable law. The term "applicable law(s)" means with respect to any Vendor, any domestic, foreign, federal, state, local or municipal statute, law, ordinance, policy, guidance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any governmental entity applicable to such Vendor.

ANTI-BRIBERY AND ANTI-CORRUPTION

All Vendors must comply with all anti-bribery and anti-corruption laws worldwide, and conduct business with integrity. Vendors must never accept or provide anything of value, either directly or indirectly, in order to obtain an improper advantage or to obtain or retain business. Vendors must have adequate procedures in place to prevent bribery in all commercial dealings undertaken.

CONFLICTS OF INTEREST

Vendors must avoid conflicts of interest situations. Newell defines a conflict of interest as being involved in a relationship or activity that affects, or has the appearance of affecting, your objectivity in making business decisions in the best interest of the company. Vendors must disclose to Newell any conflicts of interest situations that the Vendor is aware of.

TRADE AND CUSTOMS COMPLIANCE

Vendors must comply with all applicable laws and regulations related to the exportation and importation of products. In order to protect the integrity of cargo being shipped, Vendors must strive to comply with supply chain security processes and procedures consistent with U.S. Customs Trade Partnership Against Terrorism (CTPAT) and other relevant programs such as Authorized Economic Operator (AEO).

EMPLOYMENT PRACTICES

Newell Brands expects Vendors to respect its employees and, at a minimum, to be compliant with the requirements below.

WAGES & BENEFITS

Wages paid to employees shall be at least the minimum wage under applicable law. Paid annual leave and holidays shall be paid as required by applicable law.

Benefits provided by Vendors and Factories shall include, at a minimum, those mandated by applicable law.

For each pay period, Vendor shall provide its employees an understandable wage statement. Wage deductions must not be excessive and must be itemized clearly. Wages are to be paid on schedule at least once per month or such shorter time period as required by applicable law.

WORKING HOURS

Vendors shall comply with applicable laws and industry standards with respect to working hours and must allow to its employees at least one day off during each seven-day period.

Should overtime work be necessary or mandatory, employees are to be advised with reasonable notice. Vendors shall pay its employees overtime pay at a rate which is higher than regular wages and in accordance with applicable law.

Vendors shall permit its employees to take all breaks required by applicable law and, in any event, reasonable breaks, lunch periods and bathroom breaks.

CHILD LABOR

Vendors shall comply with all applicable laws and only employ individuals who are at, or above, the legal minimum working age or 15 years of age, whichever is greater, or, the age designated by applicable law for completion of compulsory education. For jobs that require greater maturity, are hazardous in nature, require night work or pose a safety risk, these employees are to be a minimum of 18 years of age.

Vendors shall maintain official documentation of each employee's date of birth. If this documentation is not available, they must apply a legitimate and reliable method to assess or confirm each employee's age. The minimum working age requirement is applicable to all subcontracted work performed, in whole or in part, at home or in cottage industries.

FORCED OR INDENTURED LABOR & HUMAN TRAFFICKING

Vendors shall not use any prison, indentured, bonded or forced labor. No employees shall be forced to remain employed other than on a voluntary basis.

Foreign employees must be employed in full compliance with the labor and employment laws of the host country. The contract terms under which such employees are employed must be in writing, in a language that the employees can read and understand, and accepted by the employees prior to their departure from their home countries. Supplier must not withhold the passports and visas of foreign employees.

Vendor shall maintain and commit to maintaining a work environment that is free from human trafficking. Employment practices must not include the recruitment, transportation, transfer, harboring or receipt of persons, or through the use of force or through other forms of coercion, abduction, fraud, deception, abuse of power or by giving or receiving payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation.

DISCRIMINATION, HARASSMENT & DISCIPLINARY PRACTICES

Vendors shall not discriminate against their employees or prospective employees in hiring practices or other terms or conditions of work on the basis of race, color, national origin, gender, gender identity, religion, age, disability, political affiliation, sexual orientation, social or marital status, maternity, or membership in worker's organizations, such as unions, or any other similar factors.

Vendors shall not engage in the use or threat of corporal punishment, the use or threat of any type of abuse or harassment, including mental, physical (including sexual) or verbal, against its employees or the use or threat of any other form of intimidation. Vendors shall treat all of its employees with respect and dignity. All major disciplinary measures taken against employees shall be documented by Vendors.

FREEDOM OF ASSOCIATION

Vendors should respect the rights of their employees to choose whether to associate with any lawful organization including labor organizations.

HEALTH & SAFETY

Suppliers must provide their employees with a safe and healthy working environment, and where provided, a safe and healthy living environment. Suppliers shall comply with applicable worker safety laws and regulations which includes:

- o Building Integrity
- o Occupational Safety
- o Occupational Injury & Illness
- o Fire Safety
- o Emergency Preparedness
- o Machine Safeguarding
- o Chemical Safety
- o Sanitation, Food & Dormitory
- o Freedom of Movement

ENVIRONMENTAL

Vendors must comply with all applicable environmental protection laws. Vendors shall have an implemented environmental management system (EMS) and environmental emergency plan (EEP).

SUB-CONTRACTING

Factories agree to perform all final manufacturing and assembly operations to produce products, and that they will not subcontract the complete or substantially all of the manufacturing or assembly of the products unless Vendor obtains prior written approval from Newell. Vendors are responsible for notifying Newell of any plans for change of manufacturing locations. The subcontracting of any work if permitted by Newell, shall not relieve Vendors from obligations hereunder, including, but not limited to, the obligation to require the companies providing goods and services to Vendors to comply with this Vendor Code of Conduct.

CONFLICT MINERALS

Vendor shall implement procedures to assure that no products or materials supplied to Newell contain conflict minerals (columbite-tantalite (also known as coltan (tantalum, niobium), cassiterite (tin), wolframite (tungsten), gold or their derivatives) that directly or indirectly finance armed groups through mining or mineral trading in the Democratic Republic of Congo or an adjoining country. Upon Newell's request, Vendor will fully cooperate in responding to any country of origin inquiries regarding conflict minerals (including requesting information from its own suppliers); provide requested documentation; and/or certify its compliance with this provision by providing a sworn declaration of one of its officers, directors, or managing agents.

MONITORING OF THE VENDOR CODE OF CONDUCT

Newell will review this Vendor Code of Conduct on a regular basis and will revise it to incorporate additional parameters when necessary. This Code is a general statement of Newell's expectations with respect to its Vendors. The Code should be read in conjunction with the Vendor's obligations set forth in the Responsible Sourcing Manual and in any agreements between Newell (or any of its operating divisions) and the Vendor.

It is the responsibility of the Vendor to ensure that it understands and complies with this Vendor Code of Conduct and to inform Newell (or a member of its management) if and when any situation develops that causes a Vendor to operate in violation of this Vendor Code of Conduct. Vendors are expected to self-monitor their compliance with this Vendor Code of Conduct, therefore, Newell strongly encourages Vendors to define and implement a policy for social accountability and to adopt or establish a management system to ensure that the requirements of this Vendor Code of Conduct can be met in a consistent manner.

In addition to any other rights Newell may have under any agreement it may have entered into with a Vendor, if Newell determines that any Vendor fails to comply with or breaches any terms of this Vendor Code of Conduct or has otherwise behaved in a manner that is inconsistent with the intent of this Vendor Code of Conduct, Newell reserves the right, in its sole and absolute discretion, to:

1. Terminate the business relationship with the Vendor, including the cancellation of any outstanding purchase orders, or
2. Require corrective actions within an acceptable time period and/or work with the Vendor for an acceptable remedial program in order for the business relationship to continue or resume.