Kevins Worldwide, a leader in the Advertising Specialty industry, is committed to conducting its business in an ethical, legal and socially responsible manner. We expect similar principled conduct from everyone with whom Kevins Worldwide has commercial dealings. Further, Kevins Worldwide strives to continuously improve the sustainability of its operations and encourages its suppliers to participate in this effort by adopting sustainable practices in their operations.

Our goal is to work with our Suppliers to assure full compliance with these requirements as they, in turn, take the responsibility to implement these requirements and necessary due diligence processes with their own employees, agents, temporary workers, subcontractors, suppliers and sub-suppliers with whom they work with in the delivery of goods to Kevins Worldwide.

**SUPPLIER CODE OF CONDUCT**

COMPLIANCE WITH LAWS AND REGULATIONS

Suppliers shall comply with all applicable domestic and international laws and regulations, industry standards, and all other relevant statutory requirements whichever requirements impose the highest standards of conduct.

DOING BUSINESS WITH INTEGRITY

Suppliers shall conduct their business in accordance with the highest ethical standards. Suppliers shall comply with all applicable domestic and international laws and regulations, particularly concerning corruption, bribery, anti-trust/competition, intellectual property, and conflicts of interest.

Anti-Corruption/Anti-Bribery: Suppliers shall not, directly or indirectly, engage in any act of corruption, extortion or embezzlement, nor in any form of bribery. This includes but is not limited to the promising, offering, giving or accepting of any improper monetary or other incentive such as bribes, unreasonable business entertaining and gifts as well as kickbacks.

Anti-Trust/Free Competition: Suppliers shall commit to the principle of free competition and not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices.

Intellectual Property: Suppliers shall respect the intellectual property of others. Suppliers shall take appropriate steps to safeguard and maintain confidential and proprietary information or trade secrets of its business partners and use such information only for the purposes authorized.

Conflicts of Interest: Suppliers will disclose to Kevins Worldwide any situation that may appear to be a conflict of interest.

SOCIAL AND WORKING CONDITIONS Suppliers shall recognize and be committed to upholding the human rights of their employees and treat them with dignity and respect as understood by the international community. Our Suppliers shall respect the following standards, irrespective of the applied working arrangement, be it direct employment, labor contracting, subcontracting, homeworkers or any other form.

Freely Chosen Employment: Suppliers shall not, under any circumstances, use forced, bonded or indentured labor or involuntary prison labor. Employment is voluntary.

Child Labor Avoidance: Suppliers shall not, under any circumstances, use child labor as defined by ILO and United Nations Convention and/or national law, whichever is more stringent.

Compensation: Suppliers shall comply with all applicable laws, regulations and industry standards concerning wages and benefits. Wages and benefits paid for a standard working week shall meet at least legal or industry minimum standards, or comply with legally binding, freely negotiated collective bargaining agreements, whichever is higher. They should always be sufficient to meet basic needs of workers and their families. Deductions from wages as a disciplinary measure shall not be permitted unless authorized by applicable law and by a freely negotiated collective bargaining agreement in force.

Working Hours: Suppliers shall comply with all applicable laws, regulations and industry standards on working hours. Unless applicable laws, regulations or industry standards are more restrictive, the maximum working hours in a week shall not, on a regular basis, exceed 48 hours and the maximum allowable overtime hours in a week shall not exceed 12 hours. Overtime shall be on a voluntary basis and employees shall be provided with at least one day off for every 7 day period, unless exceptions defined by law or a freely negotiated collective bargaining agreement apply.

Non-Discrimination: Suppliers shall strictly adhere to all applicable laws and regulations prohibiting discrimination in hiring and employment on the grounds of gender, age, religion, political opinion, union affiliation, health condition, national or social origin, sexual orientation, ethnicity or color or other basis prohibited by law.

Harassment, Abuse and Disciplinary Practices: Suppliers shall not engage in physical, mental, verbal, sexual or any other abuse, inhumane or degrading treatment, corporal punishment or any form of intimidation. Suppliers shall comply with local laws and regulations on disciplinary practices.

Freedom of Association and Collective Bargaining: Suppliers shall respect the rights of employees to form and join trade unions and bargain collectively. If Suppliers operate in a country where these rights are impaired by the law, they shall allow their employees to freely elect their own representatives which can enter into dialogue with the Supplier about working conditions.

Health and Safety: Suppliers shall provide their employees with a safe and healthy workplace in compliance with all applicable laws, regulations and industry standards, especially with view to building safety, housing conditions, electrical installations, machine safeguarding and personal protective equipment. Suppliers shall involve workers in the process of identifying and mitigating risks to worker’s health and safety.

Working Conditions: Suppliers shall provide their employees with adequate working facilities which, at a minimum, shall ensure reasonable access to potable drinking water and sanitary facilities; fire safety; access to emergency medical care; and adequate lighting and ventilation.

ENVIRONMENT

Suppliers recognize that environmental responsibility is integral to producing high quality products and strive to continuously improve their environmental performance. Suppliers shall comply with all applicable environmental laws, regulations and industry standards. Suppliers shall implement policies and procedures to identify, prevent and minimize relevant negative environmental impacts. This includes information and training of relevant employees.

Hazardous Substances: Suppliers shall minimize the use of hazardous substances and ensure that all hazardous substances are safely handled, stored and disposed. Suppliers shall inform employees on relevant safety practices and provide appropriate training.

Resources: Suppliers shall minimize their negative impacts on natural resources, including air, land, forests and water as well as ensuring animal welfare. Suppliers shall optimize their resource consumption, including raw materials, water and energy.

Waste & Emissions: Suppliers shall minimize disposal of solid waste, wastewater and other emissions to prevent pollution of air, water and soil. Suppliers shall strive to minimize their greenhouse gas emissions.

COMMUNICATION AND IMPLEMENTATION

Suppliers shall effectively communicate the content of this Code to all their employees, agents, subcontractors, suppliers and sub-suppliers with whom they work in the delivery of goods and services to Kevins Worldwide and conduct due diligence to assure its implementation.

SUBCONTRACTOR AND SUPPLIER MANAGEMENT Suppliers shall conduct due diligence on their subcontractors, suppliers and sub-suppliers in order to verify compliance with the Code.

MONITORING/RECORD KEEPING Suppliers shall maintain documentation appropriate to demonstrate adherence to the Code for its own operations. Suppliers shall also maintain documentation on the due diligence process in their own supply chains.

SUPPLIER’S DECLARATION OF COMPLIANCE

Every supplier of Kevins Worldwide is required to sign a Supplier Compliance and Commitment to acknowledge and confirm its compliance with the principles and requirements of the Code.

**SUPPLIER COMPLIANCE COMMITMENT**

The undersigned hereby acknowledges and confirms:

1. That we have received the Kevins Worldwide Supplier Code of Conduct (the “Code”) and commit ourselves, to fully comply with its principles and requirements.

2. That senior management has carefully reviewed the Code.

3. That we effectively communicate the contents of the Code to our employees, agents, subcontractors, suppliers and sub-suppliers with whom we work in the delivery of goods to Kevins Worldwide and conduct due diligence to assure its implementation.

The Supplier Compliance Commitment must be signed by a duly authorized representative of the company and returned to Kevins Worldwide within 15 working days of receipt.

Acknowledged and agreed by Supplier’s authorized representative on: \_\_\_\_\_\_\_\_\_\_\_

Name

Title

Company Name

Company Address

Signature