



Integrity Guide for Suppliers of Goods & Services

AMERICAN SAFETY RAZOR COMPANY, INC.

COMMITMENT TO SUPPLIER INTEGRITY

The undersigned ("Supplier") hereby acknowledges and agrees for the benefit of **American Safety Razor Company, Inc. (ASR)**:

- Supplier has been provided a copy of the **ASR Integrity Guide for Suppliers of Goods & Services ("Guide")**.
- Senior Management (including the undersigned representative) of the Supplier has carefully reviewed the **Guide**, especially the section **ASR Supplier Responsibilities**.
- Supplier and its employees and representatives are committed to business integrity and agree to comply with the integrity standards set forth in the section, **ASR Supplier Responsibilities**, of this publication, including as they relate to the Supplier's dealings with **ASR**, any goods or services being provided or sold by the Supplier to **ASR**, or any work being performed by the Supplier for or on behalf of **ASR**.
- These obligations and undertakings of the Supplier are in addition to and do not modify or amend any obligations or commitments of Supplier in any **ASR** purchase order or other written contract or agreement between the parties.

Acknowledged and Agreed by Supplier on _____ (DATE).

("Supplier")

Signature (President, CEO or General Manager): _____

Print Name: _____

Title: _____

Company Address:



from American Safety Razor Company

American Safety Razor Company (ASR) is committed to uncompromising integrity and elevated standards of business conduct, especially in our relationships with Suppliers of Goods & Services. For over 125 years, ASR has created a reputation for integrity and high standards of business conduct. That reputation, built by the toil of many, is an integral part of our business acumen. ASR bases supplier relationships on legal and mutually beneficial practices, and expects its suppliers to adhere to the same standards with their employees, other companies and governments, and ASR.

To help suppliers understand the ASR commitment to integrity and the standards of business conduct that is expected, we have prepared this *Integrity Guide for Suppliers of Goods & Services*. The **Guide** is divided into four sections:

- Code of Conduct
- Compliance Obligations
- Responsibilities of Suppliers
- How to Raise an Integrity Concern

Suppliers are responsible for ensuring that all of their employees, representatives, and sub-suppliers comply with the standards of conduct required of ASR suppliers. Please contact the *American Safety Razor Company*, manager with whom you work if you have any questions about the **Guide** or the standards of business conduct that all ASR suppliers must meet.

Director of Purchasing
Verona, Virginia

American Safety Razor Company

Code of Conduct

ASR's commitment to unyielding integrity is set forth in the company's policies, which govern the conduct of all ASR employees. All ASR employees must not only comply with the "letter" of the company's policies, but also with their spirit.

The "spirit" of ASR Integrity is set forth in our ASR's **Core Values**, which each employee has made a personal commitment to follow:



- ❖ Obey the applicable laws and regulations governing our business conduct worldwide.
- ❖ Be honest, fair and trustworthy in all of our activities and relationships.
- ❖ Value individual rights, our communities, and the environment
- ❖ Value diversity for both opinions and individual backgrounds
- ❖ Strive to create a safe workplace and to protect the environment.
- ❖ Through leadership at all levels, sustain a culture where ethical conduct is recognized, valued and exemplified by all employees

No matter how high the stakes, no matter how great the "stretch", ASR will do business only by lawful and ethical means. When working with customers and suppliers in every aspect of our business, we will not compromise our commitment to integrity.

ASR Compliance Obligations

All ASR employees are obligated to comply with the requirements of the company's compliance policies.

The following items also apply to suppliers, but are not all inclusive of a supplier's obligation.

IMPROPER PAYMENTS

- Always adhere to the highest standards of honesty and integrity in all contacts on behalf of ASR. Never offer bribes, kickbacks, illegal political contributions or other improper payments to any customer; government official or third party. Follow the laws of the United States and other countries relating to these matters.
 - Do not give significant gifts, cash, or provide any extravagant entertainment to a customer or supplier without ASR management approval. Make sure all business entertainment and gifts are lawful and disclosed to the other party's employer, as necessary.
 - Employ only reputable people and firms as ASR representatives, and understand and obey any requirements governing the use of third party representatives.
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INTERNATIONAL TRADE CONTROLS

- Understand and follow applicable international trade control and customs laws and regulations, including those relating to licensing, shipping and import documentation and reporting and record retention requirements.
 - Never participate in boycotts or other restrictive trade practices prohibited or penalized under United States or applicable local laws.
 - Make sure all transactions are screened in accordance with applicable export/import requirements; and that any apparent conflict between U.S. and applicable local law requirements, such as the laws blocking certain U.S. restrictions adopted by Canada, Mexico and the members of the European Union, is disclosed to ASR counsel.
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MONEY LAUNDERING PREVENTION

- Follow all applicable laws that prohibit money laundering and that require the reporting of cash or other suspicious transactions.
 - Learn to identify warning signs that may indicate money laundering or other illegal activities or violations of ASR policies. Raise any concerns to ASR counsel and management.
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PRIVACY

- Never acquire, use or disclose individual consumer information in ways that are inconsistent with ASR privacy policies or with applicable privacy and data protection laws, regulations and treaties.
 - Maintain secure business records of individual consumer information, including computer-based information.
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SUPPLIER RELATIONSHIPS

- Only do business with suppliers who comply with local and other applicable legal requirements and any additional ASR standards relating to labor; environment, health and safety, intellectual property rights and improper payments.
 - Follow applicable laws and government regulations covering supplier relationships.
 - Provide a competitive opportunity for suppliers to earn a share of ASR's purchasing volume, including small businesses and businesses owned by the disadvantaged, minorities and women.
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WORKING WITH GOVERNMENTS

- Follow applicable laws and regulations associated with government contracts and transactions.
- Be truthful and accurate when dealing with government officials and agencies.

COMPLYING WITH COMPETITION LAWS

- Never propose or enter into any agreement with a *ASR* competitor to fix process, terms and conditions of sale, costs, profit margins, or other aspects of the competition for sales to third parties,
- Do not propose or enter into any agreements or understandings with *ASR* customers restricting resale prices.
- Never propose or enter into any agreements or understandings with suppliers which restrict the price or other terms at which *ASR* may resell or lease any product or service to a third party.

ENVIRONMENTAL HEALTH & SAFETY

- Learn how to conduct your activities in compliance with all relevant environmental and worker health and safety laws and regulations, and conduct your activities accordingly.
- Ensure that all new product designs or changes or services offerings are reviewed for compliance with *ASR* guidelines.
- Use care in handling hazardous materials, or operating processes or equipment, that use hazardous materials to prevent unplanned releases into the workplace or the environment.
- Report to *ASR* management all spills of hazardous materials; any concern that *ASR* products are unsafe; and any potential violation of environmental, health or safety laws, regulations or company practices or requests to violate established EHS procedures.

FAIR EMPLOYMENT PRACTICES

- Extend equal opportunity, fair treatment and a harassment-free work environment to all employees, co-workers, consultants and other business associates without regard to their race, color, religion, national origin, sex (including pregnancy), sexual orientation, age, disability, veteran status or other characteristic protected by law.

CONFLICT OF INTEREST

- Financial, business, or other non-work related activities must be lawful and free of conflicts with one's responsibilities to *ASR*.
- Report all personal or family relationships, including those of significant others, with current or prospective suppliers you select, manage or evaluate.
- Do not use *ASR* equipment, information or other property (including office equipment, e-mail and computer applications) to conduct personal or non-*ASR* business without prior permission from the appropriate *ASR* manager.

CONTROLLERSHIP

- Keep and report all *ASR* records, including any time records, in an accurate, timely, complete, and confidential manner. Only release *ASR* records to third parties when authorized by *ASR*.
 - Follow *ASR* General Account Procedures (GAP), as well as generally accepted accounting principles, standards, laws and regulations for accounting and financial reporting of transactions, estimates and forecasts.
 - Financial statements and reports prepared for or on behalf of *ASR* (including any component) must fairly present the financial position, result of operations, and/or other financial data for the periods and/or the dates specified.
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INSIDER TRADING OR DEALING & STOCK TIPPING

- Never buy, sell or suggest to someone else that they should buy or sell stock or other securities of any company while you are aware of significant or material non-public information (inside information) about that company. Information is significant or material when it is likely that an ordinary investor would consider the information important in making an investment decision.
- Do not pass on or disclose inside information unless necessary for the conduct of ASR business – and never pass on or disclose such information if you suspect that the information will be used for an improper trading purpose

INTELLECTUAL PROPERTY

- Identify and protect commercially significant ASR intellectual property in ways consistent with the law.
- Consult with ASR in advance of soliciting, accepting or using proprietary information of outsiders, disclosing ASR proprietary information to outsiders or permitting third parties to use ASR intellectual property.
- Respect valid patents, copyrighted materials and other protected intellectual property of others; and consult with ASR counsel for licenses or approvals to use such intellectual property.

ANTIBOYCOTT

- U.S. law prohibits ASR and its subsidiaries and their agents from complying with or supporting a foreign country's boycott of a country that is "friendly" to the United States. ASR is also required to report promptly to the U.S. Government any request to support a boycott or to furnish information concerning a boycott.
- Examples of improper boycott requests are requests that we refuse to do business with a boycotted country, including its citizens, or with so-called blacklisted companies who do business with the boycotted country or that we provide information about activities in a boycotted country or implement letters of credit with boycott conditions.

FORBIDDEN BUSINESS PARTNERS

- ASR is prohibited from doing business with customers or suppliers who are located in an embargoed country, as administered jointly by the U.S. Department of Commerce and the U.S. Department of the Treasury under the Trading With the Enemy Act of 1917, The Cuban Democracy Act of 1992, and other statutes.
- ASR is also prohibited from doing business with customers and suppliers who are on the list of Specially Designated Nationals (SDN), on the Table of Denial Orders (TDO), or involved with the production of nuclear, chemical, or biological weapons.
- An updated list can be obtained at the United States Department of Commerce, Bureau of Industry and Security.



Responsibilities of Suppliers to *American Safety Razor Company*

ASR will only do business with suppliers that comply with applicable legal requirements. Suppliers that transact business with ASR are expected to not only comply with their contractual obligations under any purchase order or agreement with ASR, but also adhere to standards of business conduct consistent with those described in this section of the **Guide**. A supplier commitment to full compliance with these standards is the foundation of a mutually beneficial business relationship with ASR.

ASR requires and expects that each supplier shall comply with all applicable legal requirements. Unacceptable practices by an ASR supplier include:

- **Minimum Age:** Employing workers younger than the required minimum age.
 - **Forced Labor:** Using forced, prison or indentured labor, or workers subject to any form of compulsion or coercion.
 - **Environmental Compliance.** Lack of commitment to observing applicable environmental laws and regulations. Actions that ASR will consider evidence of a lack of commitment to observing applicable environmental laws and regulations include:
 - (1) Failing to maintain and enforce written and comprehensive environmental management programs which are subject to periodic audit.
 - (2) Failing to maintain and comply with all required environmental permits.
 - (3) Permitting any discharge to the environment in violation of laws, issued/required permits, or that would otherwise have an adverse impact on the environment.
 - **Health & Safety:** Failure to provide workers a workplace that meets applicable health and safety standards.
 - **Code of Conduct:** Failure to maintain and enforce company policies requiring adherence to lawful business practices, including a prohibition against bribery of government officials.
 - **Business Practices and Dealings with American Safety Razor Company:** Offering or providing, directly or indirectly, anything of value, including cash, bribes or kickbacks, to any ASR employee, representative or customer or government official in connection with any ASR procurement transaction or business dealing. Such prohibition includes the offering or providing of any consulting, employment or similar position by a supplier to any ASR employee (or their family member or significant other) involved with ASR procurement. ASR also requires that an ASR supplier not offer or provide ASR employees and representatives with any gifts, other than gifts of nominal value to commemorate or recognize a particular ASR-supplier business transaction or activity. In particular, an ASR supplier shall not offer, invite or permit ASR employees and representatives to participate in any supplier or supplier-sponsored contest, game or promotion.
 - **Business Entertainment of ASR Employees and Representatives:** Failing to respect and comply with the business entertainment (including travel and living) policies established by ASR and governing ASR employees and representatives. An ASR supplier is expected to understand the business entertainment policies of the applicable ASR component or operation before offering or providing any ASR employee or representative any business entertainment. Business entertainment should never be
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offered to an *ASR* employee and representative by a supplier under circumstances that create the appearance of an impropriety.

- **Collusive Conduct and *ASR* Procurements:** Sharing or exchanging any price, cost or other competitive information or the undertaking of any other collusive conduct with any other third party supplier or bidder to *ASR* with respect to any proposed, pending or current *ASR* procurement.
- **Intellectual & Other Property Rights:** Failing to respect the intellectual and other property rights of others, especially *ASR*. In that regard, a *ASR* supplier shall:
 - (1) Only use *ASR* information and property (including tools, drawings and specifications) for the purpose for which they are provided to the supplier and for no other purposes.
 - (2) Take appropriate steps to safeguard and maintain the confidentiality of *ASR* proprietary information, including maintaining it in confidence and in secure work area and not disclosing it to third parties (including other customers, sub-contractors, etc.) without the prior written permission of *ASR*.
 - (3) Only transmit *ASR* information over the Internet on an encrypted basis.
 - (4) Observe and respect all *ASR* patents, trademarks and copyrights and comply with such restrictions or prohibitions on their use as *ASR* may from time to time establish.
- **Export Controls & Customs Matters:** The transfer of *ASR* technical information to any third party without the express, written permission of *ASR*. Failing to comply with all applicable export controls laws and regulations in the export or re-export of *ASR* technical information, including any restrictions on access and use applicable to non-U.S. nationals, and failing to ensure that all invoices and any customs or similar documentation submitted to *ASR* or governmental authorities in connection with transactions involving *ASR* accurately describe the goods and services provided or delivered and the price thereof.
- **Use Sub-Suppliers or Third Parties to Evade Requirements:** The use of sub-suppliers or other third parties to evade legal requirements applicable to the supplier and any of the standards set forth in this Section of the **Guide**.

The foregoing standards are subject to modification at the discretion of *ASR*. Please contact the *ASR* manager with whom you work or the Director of Purchasing if you have any questions about these standards and/or their application to particular circumstances. **Each *ASR* supplier is responsible for ensuring that the supplier and its employees and representatives understand and comply with these standards.** *ASR* will only do business with those suppliers that comply with applicable legal requirements, and reserves the right, based on its assessment of information then available to *ASR*, to terminate, without liability to *ASR*, any pending purchase order or contract with any supplier that does not comply with the standards set forth in this section of the **Guide**.

How to Raise an Integrity Concern

Each ASR supplier is expected to promptly inform ASR of any integrity concern involving or affecting ASR, whether or not the concern involves the supplier, as soon as the supplier has knowledge of such integrity concern. An ASR supplier shall also take such steps as ASR may reasonably request to assist ASR in the investigation of any integrity concern involving ASR and the supplier. An integrity concern may be raised by an ASR Supplier with accessible ASR management or any ASR Legal Resource (i.e., Company legal counsel).

ASR's quest for competitive excellence begins and ends with its unyielding commitment to ethical conduct.

