

JPW Supplier Code of Conduct

Introduction

Suppliers are critical partners to our success. The JPW Supplier Code of Conduct (the “Code”) is an essential tool that outlines the guidelines, expectations, and policies for the suppliers doing business with us and applies to all our suppliers and contractors.

Our Core Values-

the fundamental beliefs and highest priorities that drive our behavior

Integrity

Demonstrate honesty, transparency, and ethical behavior in our actions and decisions. We strive to examine our practices openly and honestly, keep our word, learn from our mistakes, meet our commitments, and stand up for our beliefs..

Quality

Prioritize high standards in operations, sustainability, and safety. We strive to deliver durable, high-performing products and fast, reliable service to drive customer satisfaction and enhanced brand reputation.

Teamwork

Work cohesively and collaboratively towards a common goal. We strive to encourage, support and cooperate with each other; effectively optimizing individual skills, differing perspectives, and diverse experience to deliver work and make decisions that are mutually beneficial for our team, customers, and trade partners.

Balance

Cultivate work-life balance and overall well-being for our team. We strive to maintain an enjoyable, vibrant, participatory, and respectful work environment that nurtures individual growth, happiness, empowerment, and responsibility.

Innovation

Encourage creativity and the development of new ideas. We strive to remain curious, consider bold and progressive ideas, challenge assumptions and traditional methods, and imagine alternatives.

Commitment

Work hard to help the company grow and succeed. We strive to maintain a strong work ethic, sense of responsibility, and personal initiative towards achieving the values and mission of the

company

The following sections of this document outline our expectations of our suppliers regarding core values, sustainability, and other requirements for doing business with us.

A supplier's compliance with the Code is a condition of doing business with JPW. We reserve the right to conduct audits or assessments on suppliers to confirm compliance, and where warranted, we will take the appropriate steps regarding our relationship with a supplier. These steps may include immediate discontinuation of the relationship for non-adherence to principles, failure to correct violations, or ongoing non-compliance with this Code.

Ethical Behavior

We conduct ourselves in accordance with the highest ethical standards and in compliance with all applicable laws. We work diligently to be a respected corporate citizen and expect the same from our suppliers.

Business Integrity and Fair Competition: Suppliers must maintain full compliance with all federal, state, and local laws, regulations, and ordinances, as well as all requirements applicable to their business and in doing business with JPW.

Anti- Corruption: Suppliers must comply with the anti-corruption laws, directives and/or regulations that govern operations in the countries and states in which they do business for us.

Bribery: We prohibit bribery in any form. The receipt, payment, and/or promise, or authorization of monies or anything of value to or from anyone, directly or indirectly, intended to exert undue influence or improper advantage is prohibited.

Anti-Trust: Suppliers must not fix prices, limit production, divide markets, or rig bids with their competitors. They must not exchange current, recent, or future pricing information with competitors.

Supplier Anti-Counterfeiting Requirements: The supply of counterfeit products or materials (including those that have been illegally replicated, reproduced, or manufactured) is strictly prohibited by JPW. JPW suppliers are expected to ensure that counterfeit products or materials are not supplied or introduced into JPW's supply chain. Suppliers shall only purchase materials or products to be delivered or incorporated as goods to JPW directly from the original manufacturer, an authorized distributor of the original equipment or component manufacturer, an authorized aftermarket manufacturer, an authorized reseller or other authorized trading or logistics agents.

Suppliers should responsibly source raw materials and minerals used in their products by developing a management system that promotes supply chain traceability and transparency.

Gift Policy: We do not encourage giving or receiving gifts. In rare cases when gifts or entertainment are provided, they need to

- be of nominal value,
- be consistent with customary regional business practices,
- have a clear business purpose,
- not be able to be perceived as a bribe or improper payment,
- not be offered to influence a business relationship improperly,
- not be in violation of applicable laws or ethical standards,
- not embarrass the supplier or JPW if publicly disclosed.

Disclosure of Information: Suppliers should disclose any applicable information such as material safety information or OEM attribution in accordance with applicable regulations and prevailing industry practices.

Export Controls, Trade, and Economic Sanctions: Suppliers shall comply with applicable restrictions on the export or re-export of goods, software, services, and technology, as well as with applicable restrictions on trade involving certain countries, regions, companies or entities and individuals.

Conflict of Interest: A supplier must avoid any actual or apparent conflict of interest that may arise in connection with its relationship with JPW. This includes disclosing any existing or potential conflicts of interest to us at the earliest possible stage. A conflict of interest exists when a supplier or an employee or representative of the supplier has an interest or relationship that could influence, or reasonably appear to influence, the supplier's decision-making in performing its obligations under the agreement with JPW.

Suppliers must adopt procedures to prevent or manage conflicts of interest and must document such procedures in writing. Any actual or potential conflict of interest must be disclosed, in writing, to JPW, without delay. We will assess the nature and extent of the conflict and determine the appropriate course of action. If the supplier fails to disclose any actual or potential conflict of interest, the supplier may be subject to termination of the agreement and potentially be barred from doing further business with JPW in the future.

Accuracy of Records and Retention: Supplier must ensure that business records relating to JPW are securely retained for the period required by law, and that they accurately and fairly reflect all business transactions. Falsification of records or misrepresentation of conditions or practices in the supply chain is expressly prohibited.

Quality Standards

Suppliers must provide JPW with high-quality products and services that meet all applicable quality and safety standards for their intended use. Any concerns about product safety must immediately be reported to JPW

Workers' Rights

JPW strives to empower all people to thrive. This extends to how we treat our employees and our business partners with professionalism, dignity, and respect, fostering an environment where people can contribute, innovate, and excel. We expect our suppliers and contractors with whom we do business to uphold the same standards.

Human Rights: JPW is committed to the protection and advancement of human rights wherever we operate. The use of child or forced labor, slavery, or human trafficking in any of our operations or facilities and those operated by suppliers is not tolerated in any form. Should we learn of violations to these principles, we may, at our discretion, discontinue the business relationship.

Non-discrimination and non-harassment: We are committed to the elimination of inequality, racism, and all forms of discrimination. We expect our suppliers to reject any form of discrimination and to be committed to providing equal opportunities and treatment to all employees.

Suppliers must not engage in discrimination based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training.

Suppliers must not engage in any unlawful harassment such as conduct that creates an intimidating, hostile, or offensive work environment; substantially and unreasonably interferes with anyone's work performance; or otherwise adversely affects anyone's employment opportunities because of membership in a protected class.

Freedom of Association: Suppliers must respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly, as well as respect the right of workers to refrain from such activities. Suppliers must not interfere with the establishment, function, or administration of workers' organizations. Suppliers must not discriminate, harass, intimidate, or retaliate against workers for being members of a union or participating in trade union activities, and provide worker representatives with access to their workplace.

Wages, Hours and Benefits: Suppliers must pay compensation to workers for the work completed in compliance with local laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Suppliers must not require workers to exceed the maximum working hours set by local law. All worker's compensation should be based on legitimate business reasons, like equal work, qualification, etc. and not based on illegal bias or discrimination because of gender, race, religion, etc. Suppliers should provide workers with sufficiently informative and accurate wage statements. Suppliers should not deduct compensation as a disciplinary measure.

Workplace Safety

We are committed to protecting the safety and health of our employees, our contractors, our customers, and the communities where we operate. Similarly, we expect our suppliers to provide a safe and healthy workplace for their employees and contractors.

We expect our suppliers and contractors to comply with JPW workplace safety requirements whenever they are on site at any of our facilities. A copy of our workplace safety policy can be found [here](#).

Health, Safety, and Environmental Regulations: Suppliers must comply with all applicable health, safety, environmental regulations. All required permits, licenses, and registrations must be obtained, followed, and kept current. Safety data sheets must be made available for all hazardous substances.

Occupational Health and Safety: Suppliers are expected to ensure the safety and well-being of their employees and contractors by mitigating various workplace hazards, including, but limited to, chemical, biological, electrical, and physical risks. At a minimum, suppliers must maintain a safe and healthy workplace that includes adequate lighting, appropriate temperature control, proper sanitation, sufficient ventilation, and access to clean drinking water. If living quarters are provided, they must comply with internationally recognized standards for hygiene, health, and safety.

Suppliers should implement regular occupational health monitoring to assess potential impacts on workers' health due to occupational exposures. They should effectively manage, track, and report any occupational injuries and illnesses, ensuring that necessary medical treatments are provided. Additionally, suppliers should investigate incidents and implement corrective actions to prevent recurrence.

Suppliers are strongly encouraged to implement gender-responsive measures to ensure the safety and well-being of pregnant women and nursing mothers. This includes prohibiting these individuals from working in hazardous conditions that could pose risks to their health or that of

their child. Additionally, suppliers must provide reasonable accommodations to support nursing mothers in the workplace.

Emergency Preparedness: Suppliers must identify and assess potential emergency situations and events and take steps to minimize their impact by implementing comprehensive emergency plans and response procedures. These plans should include emergency reporting, employee notification, evacuation protocols, worker training, and regular drills. Emergency plans should encompass appropriate fire detection and suppression systems, clearly marked and unobstructed exit routes, adequate exit facilities, contact information for emergency responders, and recovery plans. The primary objective of these plans and procedures should be to minimize harm to life, the environment, and property.

Process Safety: Appropriate communication and training on hazards, procedures, and use of proper protective equipment is essential for the safety and health of all employees. In accordance with applicable standards, suppliers must have effective safety programs in place for managing and maintaining all their processes.

Sustainability

Our suppliers play a critical role in helping us advance our sustainability goals and have an obligation to carry out all of their activities on our behalf in ways that preserve and promote a clean, safe and healthy environment, which induces understanding and abiding by our environmental policies and the environmental laws and regulations applicable to the locations in which we operate.

Suppliers are responsible for adequate spill prevention for all goods, materials, equipment, and vehicles brought onsite. Supplier must immediately clean-up any spills or releases from Supplier's goods, materials, equipment, or vehicles, properly dispose of any waste that is generated, and comply with all environmental requirements under any contract with us.

In order to further our sustainability efforts, JPW will give preference to

- Purchasing products and services that have environmentally friendly attributes with acceptable parameters for price, quality and delivery whenever possible
- Purchasing remanufactured products such as laser toner cartridges, tires, furniture, equipment, and automotive parts whenever practicable, but without reducing safety, quality, or effectiveness
- Purchasing products that are durable, long lasting, reusable, or refillable
- Purchasing products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, and which contain the highest post-consumer content practicable whenever possible

- Purchasing products for which the U.S. EPA Energy Star certification is available, and which meet Energy Star certification, when practicable
- Purchasing products locally whenever possible and economically feasible to minimize transportation emissions and support the growth of the local economy

Compliance and Governance

Privacy: Suppliers shall adhere to all relevant data privacy regulations and laws and shall protect the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers, and employees. Suppliers must obtain the necessary approvals from JPW prior to sharing any JPW personal information externally. Additionally, suppliers must maintain confidentiality and protect any personal information provided by JPW.

Intellectual Property and Confidential Information: Protection of our intellectual property is critical to the future of our company. Suppliers must implement measures to protect all intellectual property provided during the course of our business transactions. Information should be treated as confidential and only be provided to supplier's employees on a need-to-know basis.

Documents containing confidential information no longer needed by the supplier to conduct business on behalf of JPW should be either returned to JPW or destroyed, as appropriate.

Cybersecurity and Information security: Suppliers must take reasonable measures to secure any data or information provided by JPW, including, but not limited to, data related to the products or services being supplied to JPW. This includes implementing adequate physical, administrative, and cybersecurity controls to prevent unauthorized access, disclosure, alteration, interruptions, or destruction of data. Suppliers must promptly report any unauthorized access or suspected breach of security to JPW.

In addition, a supplier may be required to undergo periodic audits or assessments to verify that JPW data is adequately protected from external and internal threats, particularly if they have access to sensitive information or access to JPW's systems. A supplier must cooperate fully with such audits or assessments and any deficiencies identified in such audits or assessments must be promptly addressed by the supplier. If the supplier fails to remedy any identified deficiency in a timely manner, we may suspend purchases, refuse delivery, and return any goods or services from the supplier, at our discretion, and without further obligation.

Legal Requirements: Suppliers must comply with all applicable laws, regulations, contractual agreements, and generally recognized standards related to a supplier's operations, products, and services.

Risk Management: Suppliers and contractors must identify and manage risks in all areas related to production or procurement of the products or completion of the services they supply to JPW. JPW may require proof of adequate general liability, workers compensation, automobile, environmental, or umbrella insurance coverage.

Employee training: Suppliers are required to provide appropriate training to their employees and contractors who are responsible for performing work on behalf of the supplier to ensure that all individuals working on their behalf understand the expectations and requirements set forth in the Code and will act in accordance with these expectations.

Non-Compliance: We reserve the right to verify compliance with this Code. If non-compliance is discovered, the supplier must take corrective action. If the supplier fails to remedy an act of non-compliance in a timely manner, we may suspend purchases, refuse delivery, and return any goods or services from the supplier, at our discretion, and without further obligation.

JPW reserves the right to modify, revise, or alter this Code, at its sole discretion, at any time.