

## SUPPLIER CODE OF CONDUCT

### INTRODUCTION

Hanchett Paper Company (“Shorr”), better known to many as Shorr Packaging Corp., has been in business for over 100 years. Throughout that time, we have worked hard to establish a reputation for honesty and fairness with our employee owners, customers, suppliers, and communities. Our long history has been built by employee owners dedicated to a deep customer focus and commitment to quality. Our continued growth and success are about more than continuing to serve our business partners – it’s about committing to serve them ethically and with integrity.

### PURPOSE

This Supplier Code of Conduct (the “Code”) is intended to provide the framework for doing business in a legal, ethical, and fair manner in accordance with Shorr’s core values. This Code sets forth the minimum requirements and expectations which Shorr expects our Suppliers to respect and follow when they engage in transactions with and on behalf of Shorr. These expectations include all Suppliers consistently:

- report zero labor and human rights violations
- report zero incidents of bribery, corruption, trade violations, or violations of any laws or regulations
- maintain health and safety reporting rates inline with the industry average
- strive to reduce Scope 1 and 2 emissions on average of 4.2% each year in alignment with the 1.5°C decarbonization pathway.

Shorr encourages continuous improvement within our supply chain and is committed to working with Suppliers to improve areas of nonconformance with this Code.

### SCOPE

Suppliers engaged in transactions with or on behalf of Shorr are required to comply with this Code. Additionally, should a Supplier utilize any subcontractors for any business related to Shorr, the Supplier must ensure that the subcontractor’s business and ethical practices comply with the standards of this Code.

### Compliance with laws

Suppliers shall comply with all applicable laws and regulations (including, but not limited to, the Foreign Corrupt Practices Act) governing Supplier and Supplier’s relationship with Shorr. These include laws regarding anti-bribery, anti-corruption, environmental matters, human rights, immigration, labor and

employment practices, occupational health and safety, product labeling, product safety, and shipping. Suppliers shall comply with industry standards and best practices regarding fair business operations, human rights, labor and the environment.

### **Gifts, Entertainment, Conflict of Interest**

In accordance with Shorr's Employee Code of Conduct, Suppliers shall not provide or offer gifts or favors to Shorr's employees that could inappropriately influence business decisions or be construed as providing an unfair competitive advantage. Limited exceptions are recognized for gifts of nominal value and customary hospitality or entertainment appropriate to business circumstances, so long as no obligation could be expected or perceived in connection with the gifts, hospitality or entertainment.

### **Record Maintenance**

Suppliers shall create and maintain fully accurate, auditable records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. Records should be retained based on the applicable retention requirements.

### **Protection of Information**

Supplier shall protect all confidential information provided by Shorr and its business partners even if a separate confidentiality agreement has not been signed. This protection extends to the intellectual property rights of Shorr and any third party, including, but not limited to, copyrights, patents, trademarks, and trade secrets. Supplier shall not use any confidential information, including insider information and business secrets, for any improper purposes and shall adhere to all applicable laws and international treaties on intellectual property rights.

In the event Supplier has access to personal information of any Shorr employees, customers, suppliers or other business partners, Supplier shall keep such information confidential and secure. Supplier shall comply with any applicable data privacy and data security laws and regulations on the transfer, processing, and retention of personal information. Specifically, Supplier shall only process the minimum amount of personal data necessary to perform its obligation to Shorr pursuant to their business agreement. Access to personal information should be restricted only to Supplier's employees who have a legitimate business or legal reason to know that information.

### **Labor**

Shorr condemns the use of forced labor and human trafficking and will not work with any Suppliers that fail to ensure that the human rights of their employees are protected. Suppliers shall comply with all labor-related legal and regulatory requirements and local industry standards as they pertain to minimum wages, overtime, other elements of compensation and legally mandated benefits. All work must be conducted on a voluntary basis and employees must be free from the threat of violence, harassment or other forms of physical, sexual, psychological or verbal abuse, or other forms of intimidation.

Supplier shall hire employees based on qualifications, skills, performance and experience. Discrimination in hiring practices or in relation to remuneration, promotion, termination, etc., on any basis, including, without limitation, race, ethnicity, color, ancestry, religion, gender, age, sexual orientation, gender identity or expression, language, physical and mental ability, family or marital status, political affiliation, pregnancy, national origin, veteran status, or socio-economic status is strictly prohibited.

Supplier shall not employ children under the age of sixteen (16) years old or the minimum working age according to the laws or regulations of the locality in which the Supplier's facility operates, whichever is higher.

Supplier shall ensure that all of its employees, including foreign workers and migrant workers, are properly documented and legally qualified to work, are treated in the same capacity as local workers, and are provided with transparent employment conditions. Supplier shall not hire illegal migrant workers.

### **Healthy and Safe Working Conditions**

Suppliers shall implement management systems and controls designed to identify, evaluate, and manage occupational health and safety hazards in the workplace. Suppliers shall provide workers with job-related personal protective equipment ("PPE"), instructions and training for the proper use of PPE, potable drinking water, adequate restrooms, emergency aid kits, and proper training in fire and disaster preventative measures and evacuation routes.

### **Trade Compliance**

As a United States corporation, Shorr complies with all applicable U.S. export controls, economic sanctions and other applicable U.S. laws and regulations governing trade, including but not limited to the International Traffic In Arms Regulations; the Export Administration Regulations ("EAR"); the U.S. anti-boycott regulations, including those under the EAR and U.S. Department of the Treasury regulations; and the various economic sanctions regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC").

Suppliers shall not do business in or with any countries comprehensively sanctioned by OFAC or with any entities or persons on OFAC's Specially Designated National ("SDN") list or U.S. Consolidated Screening List. Conducting business with any entity that is 50 percent or more owned, whether directly or indirectly, by persons or entities on the SDN List is also prohibited, even if the entity itself is not listed. The current list of countries/regions subject to comprehensive embargos is as follows: Cuba; Iran; North Korea; Russia; Syria; and The Crimea region of Ukraine, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic.

Suppliers are prohibited from conducting any business on behalf of or related to Shorr in any of these countries/regions. For clarity, this prohibition applies to sourcing any product material or component from, or having any manufacturing or labor performed in, any country/region listed above.

### **Environmental Commitment**

Shorr is committed to reducing our environmental impact and expects our Suppliers to make a similar commitment. To achieve this goal, Suppliers are expected to implement a Sustainability Program to aid in the reduction of their environmental impact. Suppliers shall comply with all local environment-related laws and regulations applicable to the workplace, the products produced, and the methods of manufacture. Suppliers shall conduct their business in a manner that recognizes the importance of preserving and protecting the environment and will endeavor to preserve biodiversity, minimize waste materials and drainage, control greenhouse gas emissions, conserve natural resources, reuse or recycle, prevent pollution, and contribute to the development of a sustainable society.

### **Quality Assurance and Securing Traceability**

Suppliers shall provide products and services that satisfy the quality and safety standards set forth in the policies, laws, regulations, specifications and procedures that apply to the products produced at their location. Suppliers providing products or materials used in food contact packaging shall meet or exceed industry standards for food safety, packaging and distribution. All Suppliers, for both food and non-food products, shall also meet or exceed product safety standards for their applicable industry. Suppliers shall ensure adequate security measures for the prevention of tampering or contamination during all stages of production, packaging, storage and distribution. Supplier shall be able to document the origins of raw materials used for their products.

### **Product Recall**

Supplier shall maintain procedures necessary to identify potentially harmful products and complete a product recall, whether voluntary or mandated, in accordance with applicable laws and industry practices. Supplier shall promptly notify Shorr and consumers regarding the product recall and the immediate removal of recalled products from Shorr's inventory.

### **Monitoring and Record Keeping**

Supplier shall self-monitor their compliance with this Code. Supplier shall maintain any necessary documentation to demonstrate their compliance with this Vendor Code, including but not limited to documentation and record retention as related to labor and employment practices, occupational health and safety, SQF certification, and product safety. Shorr and/or its designated agents maintain the right to take certain actions, such as inspection of facilities or review of applicable documentation, to ensure compliance with this Code.

### **Reporting Violations**

If a Supplier suspects that a violation of the Code has occurred, the Supplier must promptly notify Shorr of questionable behavior or possible violations by calling our toll-free hotline at 1-866-458-3942 or contacting us through our website at [shorr.ethicspoint.com](https://shorr.ethicspoint.com). Upon receipt of information that a Supplier has failed to comply with this Code, Shorr will contact Supplier to discuss corrective actions. Shorr will not tolerate any retribution or retaliation by a Supplier against its employee(s) or anyone else that has, in good faith, sought advice or has reported questionable behavior and/ or a possible violation of this Code.

Any violation of the Supplier Code of Conduct shall be considered as a material breach by the Supplier, and Shorr reserves the right to take legal actions, including suspending or terminating the business relationship.

### **Questions**

This Code is produced by Shorr's Risk Management, Compliance, and Operations teams, and together leadership within these teams will oversee adherence to these standards. If you have questions related to any component of this Code, please reach out to [compliance@shorr.com](mailto:compliance@shorr.com).

## Acknowledgement & Agreement

The undersigned Supplier acknowledges and agrees: (1) Supplier has received Hanchett Paper Company's Supplier Code of Conduct (the "Code"). (2) Supplier has reviewed the Code and agrees to comply with the Code's principles and requirements. (3) Supplier has forwarded and reviewed the contents of the Code with their suppliers and subcontractors, if any. (4) These obligations and undertakings of Supplier are in addition to and do not modify or amend any obligations or commitments of Supplier in any Shorr purchase order or other written agreement between the parties. (5) Supplier understands that Shorr may update the Code as needed. Subsequent versions and revision to the Code will be posted to <https://www.shorr.com/supplier-code-of-conduct/> and updated versions will be provided directly upon Supplier's request, Supplier nonetheless agrees to comply with the revised Code as provided/presented per this Acknowledgement & Agreement.

Supplier Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_