

## PO TERMS AND CONDITIONS

**1. TERMS OF AGREEMENT.** The individual purchase order for Products and/or Services, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the “Purchase Order”), constitutes the entire agreement between Robertson Marketing Group, Inc. (“RMG”) and the supplier (“Supplier”) identified in the Purchase Order. RMG’s submission of the Purchase Order is conditioned on Supplier’s agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any Purchase Order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on RMG’s agreement to such different or additional terms. Supplier’s electronic acceptance, acknowledgement of the Purchase Order, or commencement of performance constitutes Supplier’s acceptance of these terms and conditions. The Purchase Order does not constitute a firm offer and may be revoked at any time prior to acceptance. Notwithstanding the foregoing, if a master agreement covering procurement of the Products or Services described in the Purchase Order exists between Supplier and RMG, the terms of such master agreement shall prevail over any inconsistent terms herein.

**2. INVOICING AND PAYMENT.** (a) Supplier shall submit to RMG an invoice for the Products no earlier than upon delivery of the Products. Among other information, Supplier’s invoice will show for each item of the Products the number of the Purchase Order, delivery location, detailed Product description, unit price, total charge, sales tax, and grand total.

(b) RMG will pay undisputed invoiced amounts within 45 days of submission of a proper invoice by Supplier. RMG may set-off against any amount to be paid to Supplier hereunder any amount that Supplier is obligated to pay RMG. Provided invoices are timely paid, Supplier shall pay RMG any and all rebates, royalties, marketing funds, and other amounts due to RMG pursuant to the Purchase Order or separate agreement.

(c) If RMG notifies Supplier that there is an excess payment under the Purchase Order, including as a

result of any errors in the Purchase Order, Supplier shall promptly refund such excess payment to RMG.

### **3. DELIVERY, INSPECTION, AND NON-CONFORMANCE**

**3.1 Delivery.** (a) Unless RMG designates special shipping requirements in the Purchase Order or unless otherwise agreed in writing, Supplier will ship Products in accordance with RMG’s Shipping and Routing Guide, a copy of which is available upon request. If Products are not shipped in accordance with the foregoing, RMG will not pay for shipping and handling charges. Products shall be delivered by Supplier to the location and on the date set forth in the Purchase Order. Supplier will bear the risk of loss up to the time of RMG’s receipt of the Products; title to the Products shall pass to RMG upon receipt of the Products.

(b) Supplier will individually package shipments of Products in a manner that protects them from tampering, spillage, the environment in general and the hazards of the mode of transit employed in their delivery. Each package will have an external label stating the Purchase Order number and the recipient’s name. In addition, each shipment will include a packing slip that includes the Purchase Order number, name of Supplier, name and department of recipient (if applicable), and description of the Products shipped including quantities.

**3.2 Inspection.** RMG will have 45 days following delivery of the Products in which to examine, inspect and, as applicable, test the Products for compliance with the Purchase Order.

**3.3 Non-Conformance.** (a) RMG may receive or reject, in its discretion, incomplete, early, or late delivery. Subject to Section 3.3(b), in the case of an incomplete delivery accepted by RMG, RMG will only pay for the Products that are actually delivered. If early delivery is rejected by RMG, and warehousing is required, RMG will not be required to pay charges for warehousing prior to the scheduled delivery date set forth in the Purchase Order. Supplier shall be solely responsible for paying additional shipping charges in connection with partial shipments.

(b) If RMG notifies Supplier within 45 days following delivery of the Products that the Products are, in the reasonable opinion of RMG, damaged, defective, or otherwise non-conforming with the Purchase Order, Supplier shall at its expense, within 15 days of the

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date of RMG's notice to Supplier, at RMG's option, repair such Products to the reasonable satisfaction of RMG, replace such Products, or take back such Products and refund the charges paid by RMG, if any, for such Products.

### 4. CHANGES, CANCELLATIONS AND RETURNS

**4.1 Changes.** Consistent with Supplier's policies uniformly applied to its customers, Supplier shall process and implement RMG's changes to the Purchase Order if RMG notifies Provider of such changes prior to the shipment of the Products. Supplier shall promptly notify RMG of any changes in the charges, as well as any change in the delivery date, and obtain RMG's agreement in writing to such changes prior to processing and implementing such changes.

**4.2 Cancellation.** (a) RMG may cancel the Purchase Order for cause at any time and without incurring any obligation to Supplier, including for payment, if: (i) Supplier fails to perform any of its obligations under the Purchase Order; (ii) RMG reasonably believes that Supplier will not deliver the Products as required by the Purchase Order; or (iii) Supplier becomes insolvent or is in such financial condition so as to endanger performance, including by filing voluntarily or involuntarily any proceeding in bankruptcy or reorganization, or makes an assignment for the benefit of creditors. In the event of such cancellation, Supplier shall promptly refund to RMG any amounts paid by RMG to Supplier.

(b) RMG may cancel the Purchase Order at any time for convenience prior to the actual shipment of the Products. If RMG cancels the Purchase Order for convenience, RMG's total liability for such cancellation shall not exceed the lesser of: (i) the total charges for the Products in the Purchase Order; or (ii) the actual, demonstrable, and non-refundable expenses Supplier reasonably incurs to third parties as a result of such cancellation. If requested by RMG, Supplier shall promptly deliver to RMG such third parties' invoices and other back-up information relating to such expenses.

(c) At RMG's election, Supplier shall promptly deliver to RMG any Products or components thereof for which RMG has paid in connection with the cancellation of the Purchase Order.

**4.3 Returns.** (a) In addition to RMG's other rights under the Purchase Order and under applicable law, RMG will have the right, for any reason, to return any or all non-customized Products that are in

resalable condition and in the original manufacturer's container, if any; provided that RMG makes such return within 45 days of RMG's actual receipt of the Products, with or without a copy or original of the invoice or packing slip for such Products.

(b) Supplier shall promptly refund the portion of the charges applicable to the returned Products. Any actual out-of-pocket expenses paid to third parties for shipping, insurance and delivery in returning such Products to Supplier will be paid by RMG. RMG shall not be obligated to pay Supplier any handling or re-stocking charges for such returns.

**4.4 Over / Under Runs.** Supplier shall ship the exact quantity of Products ordered and RMG will not pay for over-runs. If an under-run is shipped, Supplier shall ship the deficiency and will not charge RMG for any incremental shipping and/or manufacturing charges to complete the order. Should the Product not be available for exact quantity ordering, Supplier and RMG must agree on the over-run and under-run maximum percentages before production begins.

**5. RMG MARKS.** Supplier shall use the trade names, trademarks, service marks, domain names, company names, product names, service names, symbols, logos, descriptions and other indicia of origin of RMG or RMG's clients (collectively, "RMG Marks") provided to Supplier by RMG solely to provide the Products to RMG pursuant to the Purchase Order and only in accordance with RMG's written instructions. Provider shall not and shall not permit any third party to: (i) use, register or attempt to register as its own any RMG Marks, (ii) use, register, or attempt to register any name, logo, mark, domain name, or other identifier which is likely to lead to confusion with the RMG Marks, (iii) use the RMG Marks in a manner likely to disparage or misrepresent RMG or its clients, or (iv) use the RMG Marks for any other purpose without the prior express written approval of RMG.

**6. CONFIDENTIAL INFORMATION.** (a) "Confidential Information" means: (i) written materials or computer data relating to RMG's or RMG's clients' business, finances, transactions, and strategies; (ii) Product specifications, designs, materials, and sources provided by RMG; (iii) proposed, new or modified RMG Marks; (iv) the identity of and information pertaining to RMG's clients (including contact information); (v) any

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information that is marked confidential or that is not generally known to the public but may be reasonably discerned by Supplier's personnel as being confidential to RMG or RMG's clients; (vi) the Purchase Order; and (vii) personally identifiable information of any individual personnel or customer of RMG or RMG's clients, including e-mail addresses and credit card numbers.

(b) Supplier shall use Confidential Information solely to the extent necessary to perform its obligations under the Purchase Order and shall cause its directors, officers, employees, contractors, subcontractors, suppliers, and agents not to disclose any Confidential Information. Supplier shall be liable for any improper disclosure of Confidential Information by any such entities or persons.

(c) Supplier will not be obligated to treat as Confidential Information such information received which: (i) is or becomes publicly known through no wrongful act of Supplier; (ii) is rightfully received from a third party without restriction and without breach of the Purchase Order; or (iii) is independently developed by Supplier without reliance on Confidential Information.

**7. REPRESENTATIONS, WARRANTIES AND PROMISES.** (a) Supplier represents, warrants and promises that the Products will be merchantable, fit for their intended purpose, free from defects in material or workmanship and will conform in all respects to the descriptions and specifications for such Products, including any specifications set forth in the Purchase Order.

(b) Supplier represents, warrants and promises that, unless expressly agreed otherwise by RMG in writing, the Products will be of current manufacture and be new.

(c) Supplier represents, warrants and promises that Supplier is the legal and rightful owner of the Products or is legally licensed and/or authorized to sell, license and/or distribute the Products.

(d) Supplier represents, warrants and promises that the Products will be delivered free and clear of any liens or encumbrances of any kind.

(e) Supplier represents, warrants and promises that the Products will not infringe upon any copyrights, trade secrets, patents, patent registration rights, know-how or techniques, rights of publicity, RMG Marks, and comparable intellectual property rights

arising or enforceable under domestic or foreign laws, or international treaty regime.

(f) Supplier represents, warrants and promises that the Products offered and Services rendered by Supplier pursuant to the Purchase Order comply with all applicable laws and regulations in effect in the United States and such other jurisdictions where the Products will be delivered by Supplier, and with the RMG Supplier Code of Conduct.

**8. LIMITATION OF LIABILITY.** (a) IN NO EVENT WILL SUPPLIER OR RMG BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THE PURCHASE ORDER, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

(b) The limitations set forth in Section 8(a) shall not apply with respect to: (i) damages occasioned by the willful misconduct or gross negligence of RMG or Supplier; (ii) claims that are the subject of indemnification pursuant to Section 9; and (iii) damages occasioned by Supplier's breach of Sections 5 or 6 of these terms and conditions.

**9. INDEMNIFICATION.** Supplier shall defend, indemnify and hold harmless RMG and RMG's clients, and their respective successors and assigns, from and against any and all suits, actions, damages, losses, liabilities or expenses (including, without limitation, reasonable legal fees and expenses) that they may incur as a result of or in connection with: (a) any claims by Supplier's directors, officers, members, managers, employees, contractors, subcontractors, suppliers, or agents; (b) any breach of Supplier's representations, warranties or promises in sections 7 or 10 or obligations in sections 5 or 6 of these terms and conditions; and (c) any claims for damage to property or bodily injury or death resulting from any act or omission of Supplier or any of its directors, officers, employees, contractors, subcontractors, suppliers, and agents.

**10. PRODUCT SAFETY.** Supplier represents and warrants that all Products will meet all current United States product safety laws and regulations. Supplier

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warrants that all manufacturers and providers from whom Supplier purchases or acquires merchandise which is then sold to RMG or RMG's Clients pursuant to the Purchase Order have been and continue to be thoroughly inspected by Supplier to ensure their compliance with all product safety laws and regulations. Supplier shall cause all of its manufacturers and providers to adhere to all applicable state and federal product safety laws and regulations, impose strict quality control standards on the Products supplied and perform safety and performance testing of all Products on a regular basis. To the extent that Supplier manufactures any Products in any way, it represents and warrants that it will also adhere to all applicable state and federal product safety laws and regulations and impose its own strict quality control standards on the manufacture of the Products supplied and perform safety and performance testing of all Products on a regular basis.

### 11. MISCELLANEOUS

#### 11.1 No Assignment or Delegation by Supplier.

Supplier may not assign any rights or delegate any duties, including by subcontracting, under the Purchase Order without the express prior written consent of RMG.

#### 11.2 Compliance with Export Control Laws.

Supplier shall not (a) knowingly assist or participate (directly or indirectly) in the export or diversion of any of Products to any country, purchaser or other party to which the export or diversion of such Products by RMG would then be prohibited by or require prior authorization under the Export Administration Regulations of the United States Department of Commerce, regulations of the Office of Foreign Assets Control of the United States Treasury Department, any executive order or ruling (including any pronouncement pursuant to the same), or other applicable law, as the same are in effect from time to time, and (b) take any action in respect to this PO which, if taken by RMG, would constitute a violation of the United States Foreign Corrupt Practices Act.

**11.3 Governing Law; Dispute Resolution.** The Purchase Order shall be deemed an agreement made under the laws of the Commonwealth of Virginia, and shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Virginia and applicable laws of the federal government of the United States of

America without regard to its conflict of laws provisions and excluding the United Nations Convention for the International Sale of Goods. Any legal actions arising hereunder shall be instituted only in the State or Federal Courts located in Roanoke, Virginia. Supplier hereby expressly waives any objections to the assertion or exercise of in personam jurisdiction over it by the Federal or State courts located in Roanoke, Virginia and Seller further waives any defenses of forum non conveniens or sovereign immunity. Supplier shall not, and Supplier shall cause its directors, officers, employees, contractors, subcontractors, suppliers, and agents to not, make any claims or demands, including with respect to payment, to or against RMG's clients.

**11.4 Insurance.** For so long as title to the Products remains with Supplier, Supplier shall insure the Products for their full listed retail price against loss, damage, destruction or theft. In addition, Supplier shall maintain (a) general liability insurance (including products and completed operations liability and contractual liability) with combined limits for bodily injury and property damage of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate; (b) automobile liability insurance (including liability for hired and non-owned vehicles) with combined single limits of not less than \$1,000,000; and (c) workers' compensation and employer's liability to comply with state specified minimum limits. Higher limits of insurance may be required as determined by RMG as will adequately protect Supplier and RMG against damages, liabilities, claims, losses, and expenses. RMG shall be named as an additional insured on Supplier's general liability policy. Supplier agrees to submit certificates of insurance evidencing its insurance coverage when requested by RMG.

**11.5 Severability.** In the event that any provision of the Purchase Order or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the Purchase Order will continue in full force and effect. In such events, any such illegal, void or unenforceable provision will be replaced with a legal, valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such illegal, void or unenforceable provision.

**11.6 Remedies and Waivers.** The rights and



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remedies provided to RMG in the Purchase Order shall be cumulative and in addition to any other rights or remedies provided by law, equity, or otherwise. Nothing contained herein shall be construed to limit the rights or remedies to which RMG may be entitled at law, equity or otherwise. No waiver by RMG of any breach by Supplier of any provision in the Purchase Order shall constitute a waiver of any other breach or of such provision. RMG's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or as a waiver of any provisions hereof.

**11.7 Force Majeure.** Each Party shall not be liable for its failure to perform hereunder to the extent such failure is due to riot, war, fire, flooding, act of God, or civil unrest and such failure to perform could not reasonably be avoided through workarounds or preventative actions.

**11.8 Survival.** Any respective obligations of Supplier or RMG hereunder which by their nature would continue beyond the cancellation of or completion of the undertakings under the Purchase Order will survive such termination, cancellation or expiration.

**11.9 No Third Party Beneficiaries.** No third party, other than RMG's clients, is intended to be and no party will be deemed to be a third party beneficiary of the Purchase Order or any provision hereof.

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Robertson Marketing Group, Inc. and its affiliates (“RMG”) are committed to providing product and service lifecycles that embody responsible attitudes towards the environment, transparency, labor, and diversity. However, we cannot do it alone. RMG expects Supplier to be mindful of RMG’s policies and procedures and contribute to making RMG a healthy, safe and inclusive partner, employer and customer.

This document, the RMG Supplier Code of Conduct, is expressly made a specification of each of the Products and Services provided by Supplier to RMG or its Clients. If Supplier proposes or provides to RMG or its Clients any Products or Services, Supplier agrees to be bound by this RMG Supplier Code of Conduct and also agrees that RMG may legally enforce its provisions against Supplier in any court of competent jurisdiction in the United States. The RMG Supplier Code of Conduct is part of the Product Lifecycle Assurance Program™ being implemented by RMG, which consists of systems, tools, documentation and processes that are proprietary and confidential to RMG. Supplier may be invited by RMG to further participate in the Product Lifecycle Assurance Program™, which includes opportunities to integrate with RMG’s Global Brand Management Platform™ and use RMG’s Global Supplier Portal™.

### ENVIRONMENT

Supplier will have an effective environmental policy regarding the protection of the environment. RMG recognizes that as we work together to achieve our objectives in connection with the environment, we may have to interpret broad aspirational standards. However, Supplier will at a minimum:

1. Comply with the environmental laws and regulations of the jurisdictions in which Products are made or Services are rendered. For Products intended to be exported by Supplier, the Products must comply with applicable laws and regulations of the locations in which the Products are reasonably expected to be sold or used, including with respect to conflict minerals.
2. Take reasonable steps to improve energy efficiency, reduce the consumption of non-renewable sources of energy, and adopt sources of renewable energy, including wind, solar, geothermal, and wave energy.
3. Promote awareness of climate change and related mitigation efforts, including by responsibly stewarding natural resources and conserving biodiversity.
4. Reduce greenhouse gas emissions, with a goal of achieving “net zero” greenhouse gas emissions by 2050 or sooner.
5. Avoid negative impacts to water quality in their communities, including by reducing water consumption.
6. Minimize pollution and other negative impacts to air quality.
7. Manage chemicals responsibly and in strict compliance with laws and regulations.
8. Adopt sustainability and CSR policies, and implement related training and monitoring programs.
9. Ensure that conflict minerals are not present in its supply chain, in strict compliance with laws and regulations.
10. Support efforts to choke-off sources of revenue to groups engaged in extreme acts of violence, including through the exploitation of natural resources and local communities.
11. Increase the availability of Products and Services that reflect internationally-recognized standards of environmental stewardship and respect for local cultures.

### TRANSPARENCY

**No Corruption:** RMG expects Supplier to and Supplier shall adhere to the highest standard of moral and ethical conduct. Supplier will exercise risk-based due diligence and monitoring to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements, and the



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engagement of third parties. This includes not engaging in any form of corrupt practices, including extortion, fraud, or bribery. Please note that RMG's requirement should be interpreted as being more restrictive than the United States Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq.

**No Conflicts of Interest:** Supplier must disclose to RMG any situation that may appear as a conflict of interest, including if any RMG employee or contractor may have an interest of any kind in Supplier's business or any kind of economic ties with Supplier.

**Competition and Anti-Trust:** Supplier will comply with competition and antitrust laws and regulations, and will not fix prices, collude on or rig bids with competitors, allocate customers or markets with competitors, or exchange any pricing information with competitors.

**Post-Employment Restrictions:** Supplier shall not encourage, facilitate or solicit any employee of RMG to leave RMG's employ for any reason, except that Supplier will not be precluded from hiring any such person that Supplier can demonstrate to RMG's reasonable satisfaction responded to a general public advertisement placed by Supplier or its agents and without reliance on a previous individualized communication from the Supplier or its agents.

### LABOR

**No Slavery or Forced Labor:** The use of slave, forced, bonded or indentured labor, or involuntary prison labor by Supplier is strictly prohibited. All work by or for Supplier, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Please note that Supplier is required to comply with the requirements of the UK Modern Slavery Act of 2015.

**No Child Labor:** RMG expects Supplier to not engage in any practice inconsistent with the rights set forth in the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182-1999). The minimum age of admission to employment or work shall not be less than the age of completion of compulsory schooling, but in any event no less than 16 years of age. Additionally, all workers under 18 years of age must be protected from performing any work that is likely to be hazardous.

**No Harassment:** Supplier will treat each of its workers with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse.

**Non-Discrimination:** Supplier will not discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability.

**Freedom of Association:** Supplier will not restrict its employees' or contractors' freedom to associate or not associate with third party organizations, including labor organizations, or to bargain or not bargain collectively, in accordance with local laws and regulations.

**Reasonable Compensation:** RMG expects Supplier to recognize that wages are essential to meeting its employees' and contractors' basic needs. Supplier will comply with all applicable local wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide legally mandated benefits.

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**Health and Safety:** Supplier will provide its workers with a safe and healthy workplace in compliance with all applicable local laws and regulations, ensuring at a minimum reasonable access to potable water and sanitary facilities, fire safety, and adequate lighting and ventilation. Supplier will also ensure that the same standards of health and safety are applied in any housing that it provides for its workers. In addition,

Supplier will ensure that its employees are provided with adequate health and safety training, including with respect to safe work practices, ergonomics, and emergency preparedness.

### DIVERSITY

RMG promotes diversity among its employees and contractors, and encourages Supplier to welcome persons with diverse backgrounds, interests, opinions and conditions into its workforce.

RMG expects Supplier, in accordance with all applicable laws and regulations, to afford equal opportunity to all qualified applicants and existing employees without regard to race, religion, color, national origin, sex (including pregnancy and gender identity), sexual orientation, age, ancestry, physical or mental disability, marital status, political affiliation, citizenship status, genetic information, or protected veteran status or any other basis that would be in violation of any such law or regulation.

RMG encourages Supplier to have in place programs and initiatives to advance diversity, equity and inclusion within their business and to provide transparency regarding diversity, representation as appropriate to their business and the countries in which they operate.

Further, RMG is committed to developing and seeking qualified diverse suppliers from historically underrepresented groups including companies owned and operated by minorities, women, military veterans, disabled veterans, people with disabilities and members of the LGBT+ community.

While we recognize that respect for individuals' privacy makes it difficult to assess diversity, we greatly would appreciate anecdotal information that demonstrates Supplier's commitment to promoting diversity.

### INTELLECTUAL PROPERTY

**Exclusive Ownership:** The software, images, designs, text, documents, data, products, services, and processes disclosed by or pertaining to RMG or its Clients, including all intellectual property rights therein, are owned exclusively by RMG. RMG does not grant Supplier any licenses or other rights in connection with such items, except as strictly necessary for Supplier to deliver Products or Services to RMG and as determined by RMG in its sole discretion.

**No Registration or Use:** Supplier shall not register, adopt, or use in any manner, without RMG's express prior written consent, any trade names, trademarks, service marks, domain names, company names, product names, service names, symbols, logos, descriptions and other indicia of origin of a person or entity disclosed by or pertaining to RMG or its Clients. If Supplier believes that it has an independent license or other right to any such items pertaining to any of RMG's Clients, it shall have the burden of proving to RMG's reasonable satisfaction that it has a valid, lawful, and documented pre-existing license or other right to such items.

**Work Product:** The work product, whether complete or not, including any works of authorship developed for or delivered to RMG or its Clients by Supplier, or which incorporates any items owned or licensed by



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RMG or its Clients, is "a work made for hire" within the meaning of Title 17 of the United States Code, as amended from time to time, and such items and any copyrights therein are the sole property of RMG. In

the event that: (i) any such items are determined by a court of competent jurisdiction not to be a work made for hire or (ii) if any intellectual property right in such items does not accrue to RMG upon its creation, then upon RMG's request, Supplier shall sign all applications, assignments, instruments and papers, and perform all acts necessary or desired by RMG, to assign the such items and any intellectual property therein fully and completely to RMG and at no cost to RMG. For avoidance of

doubt, Supplier retains ownership of the intellectual property rights in its pre-existing software, images, designs, text, documents, data, products, services, and processes, and Supplier grants to RMG a non-exclusive, worldwide, perpetual, and fully paid-up license to use, modify, display, sublicense, and create

derivative works of such items incorporated into the work product, in any media now known or developed in the future.

**No Export:** Supplier shall not export or transmit, directly or indirectly, any information disclosed by or pertaining to RMG or its Clients, except with RMG's express prior written consent and in full compliance with all applicable laws and regulations, including U.S. Export Administration Regulations.

**No Misuse or Misappropriation:** Supplier shall not, and shall not request or permit any third party to: (i) access or use RMG's or any of client of RMG's computer systems, information, or materials without obtaining the express prior written approval of RMG; or (ii) reverse engineer, decompile, disassemble, modify, translate, misappropriate, attempt to discover the source code of, or attempt to create derivative works of, any software, data, or services owned or licensed by RMG or any client of RMG.

### NON-DISCLOSURE

The information disclosed by or pertaining to RMG or its Clients is confidential. Supplier shall: (i) use such information solely for the purpose of proposing the provision of or providing to RMG or its Clients Products and Services (the "Business Purpose"); (ii) not disclose such information to any third party or in a manner which would injure the interests or good will of RMG or any Client; (iii) protect such information from unauthorized disclosure using at least a reasonable degree of care; and (iv) only disclose such information to its employees and contractors to the extent such persons reasonably need such information to enable Supplier to perform the Business Purpose. Supplier will remain liable for any use or disclosure of information by its employees or contractors that is not permitted to Supplier.

### COMPLIANCE

**Compliance with Laws:** RMG requires Supplier (and its subcontractors) to fully comply with all laws and regulations applicable to Supplier's business activities. Understanding that the requirements set forth in the RMG Supplier Code of Conduct may differ from local laws and regulations, the RMG Supplier Code of Conduct should still be interpreted as applying globally. If the RMG Supplier Code of Conduct conflicts with local laws or regulations, RMG expects Supplier to adhere to the general principles articulated in the RMG Supplier Code of Conduct and operate in an ethical and responsible manner, and take all such actions that are legally permissible to comply with the intent and objectives of the RMG Supplier Code of Conduct.

**Interpretation:** In the event of any conflict between the RMG Supplier Code of Conduct and other specifications, the conflict will be resolved by RMG using its reasonable discretion.



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**Reviews:** Upon RMG’s request, Supplier will promptly provide RMG or its agents, at no cost to them, copies of all invoices, books and other records in connection with any Products or Services provided to RMG. Supplier will also permit RMG and its agents to inspect Supplier’s facilities, and the equipment, materials, books and other records in those facilities, during normal business hours, whether or not such inspections were previously announced by RMG. Supplier will not restrict RMG or its agents from interviewing Supplier’s employees and contractors.

**Documentation:** Supplier will have the burden of proving to RMG’s reasonable satisfaction that the Products and Services provided to RMG comply with RMG’s specifications, including this RMG Supplier Code of Conduct. RMG may from time-to-time notify Supplier of documentation that constitutes additional specifications for Products and Services under this RMG Supplier Code of Conduct.

**Communication:** Supplier will take appropriate steps to ensure that the provisions of this RMG Code of Conduct are communicated to its employees and contractors, including via the prominent posting of a copy of this RMG Code of Conduct, in the local language and in a place readily accessible to employees and contractors, at all times.

**Reporting:** Supplier will report to RMG on its compliance with the RMG Code of Conduct at least annually, using the format determined by RMG’s Chief Financial Officer.

**Construction:** The term “Supplier” includes Supplier’s subcontractors and suppliers. The term “or” means “and/or” as reasonably determined by RMG. The term “including” means “including without limitation”

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### MODERN SLAVERY ACT STATEMENT

This statement is made by Robertson Marketing Group United Kingdom Ltd. (“RMGUK”) on behalf of itself pursuant to Section 54 of the UK Modern Slavery Act 2015 (the “Act”) in respect of its most recent financial statement.

Our ultimate parent is Robertson Marketing Group, Inc. and RMGUK forms part of its group of companies. Neither RMGUK nor its group of companies are required to issue a statement pursuant to the Act. However, RMGUK desires to issue this statement voluntarily and for information purposes only.

**Background:** Under Section 54 of the Act, commercial organisations that supply goods or services, carry on business in the United Kingdom and meet the annual turnover threshold of at least £36m from the provision of goods and services must publish an annual slavery and human trafficking statement. Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person’s liberty by another in order to exploit them for personal or commercial gain.

**Our Business:** RMGUK assists Fortune 500 companies and other large organizations to attract and retain talent by supporting incentive, recognition, and company store programs. RMGUK also sources goods and services, mainly branded promotional products, in connection with special events and other client initiatives. Given the nature of the services we offer, RMGUK believes the risk of involvement in modern slavery and human trafficking is low.

**Compliance:** RMGUK ensures that all individuals employed by RMGUK have the right to work in the UK, are paid a fair salary in compliance with all relevant rules and regulations, and are not subjected to human trafficking or forced labour. RMGUK maintains a reputation for conducting our business activities in the highest ethical and professional manner. All employees are expected to comply with our group of companies’ employee manual, which includes robust ethical requirements. Our employees have a personal responsibility to immediately report illegal or improper behaviour, and are able to communicate directly with director-level personnel at any time.

Our group of companies has in place a RMG Supplier Code of Conduct, which details our expectations of our suppliers in relation to human rights, inclusion and diversity, environmental sustainability and ethics. The RMG Supplier Code of Conduct is provided to our suppliers via multiple channels, and our suppliers are required to comply with all applicable laws and regulations in the conduct of their business, including modern slavery.

We have assessed the modern slavery and human trafficking risks in our supply chain. We take a risk-based approach and consider the risk of modern slavery and human trafficking occurring within our supply chain to be low. Nevertheless, we continue to seek ways to earn and maintain the trust and loyalty of our clients by adhering to the highest standards of ethical behavior and fiduciary responsibility.

## SUPPLIER CODE OF CONDUCT

### Revision History

<b>Date</b>	<b>Author</b>	<b>Description of Change</b>
10/7/2019	DR	Updated from Initial draft
12/2/2020	DR	Reviewed for current applicability , no changes
06/06/17	AF	Incremental changes
07/10/23	AF	Formatting changes

## DATA PROCESSING AGREEMENT

If Supplier Processes Personal Information in connection with any Services or Products provided to RMG or any Client, then the following provisions will apply in addition to any other agreements or legal obligations between RMG and Supplier:

(a) Definitions:

- (i) "Agreement" means this Agreement.
- (ii) "Cardholder Data" means any primary account number, cardholder name, expiration date and/or service code, and security-related information (including but not limited to card validation codes/values, full track data, PINs, and PIN blocks) used to authenticate cardholders or authorize payment card transactions.
- (iii) "Data Protection Laws" means all data protection and privacy treaties, laws, regulations, directives, and guidelines in any jurisdiction applicable to accessing Personal Information, including the European Union General Data Protection Regulation (EU) 2016/679 (the "EU GDPR").
- (iv) "Process", or "Processing" means to access, handle, create, collect, acquire, receive, record, combine, consult, use, process, alter, store, retain, maintain, retrieve, disclose, or dispose of. Process also includes "processing" within the meaning of Data Protection Laws.
- (v) "Personal Information" means any information relating to an identified natural person or a directly or indirectly identifiable natural person. Personal Information includes "personal data" as defined in the EU GDPR and "personal information" as defined in the CCPA.

(b) To the extent Supplier Processes Personal Information, Supplier will immediately notify RMG and will comply with the following obligations:

- (i) Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect Personal Information against accidental loss, alteration, unauthorized disclosure, or access, including as reasonably directed by RMG or a Client ("Safeguards");
- (ii) Supplier will not permit the Processing of Personal Information except by those persons who need to know it to perform Supplier's obligations under the Agreement and who are subject to a duty of confidentiality, and will ensure that any third party Processing Personal Information contract in writing with Supplier to protect it as required by the Data Protection Laws and the Agreement, and with Safeguards at least as strong as Supplier's Safeguards;
- (iii) Upon RMG's instruction, immediately modify, delete (or if deletion is not technically feasible, render the Personal Information permanently inaccessible), or return to RMG, any Personal Information, and confirm in writing to RMG such modification, deletion, or return;
- (iv) Not Process Personal Information for any other purpose than compliance with its obligations under the Agreement unless required to do so by any Data Protection Laws applicable to Supplier, in which case Supplier will inform RMG of that requirement before disclosure unless prohibited by law;
- (v) If Supplier has reason to believe that Personal Information has actually or is reasonably likely to have been Processed for an unauthorized purpose or by unauthorized persons (an "Incident"): Supplier will (i) promptly notify RMG by emailing [security@robertsonmarketing.com](mailto:security@robertsonmarketing.com); (ii) reasonably assist RMG and any Client in investigating the Incident by providing all information known to Supplier about the Incident and remedying any Incident and any related inquiry or claim; and (iii) provide RMG with reasonable assurance that Supplier has corrected all circumstances under Supplier's control that led to the Incident;
- (vi) Not make (or permit any third party to make) any statement concerning an Incident that directly or indirectly references RMG or a Client, unless RMG provides its explicit prior written authorization on a case-by-case basis.
- (vii) Acknowledge that Supplier is aware that Processing Personal Information in a member state of the European Economic Area, or exporting Personal Information from a member state of the European Economic Area to a data recipient outside of the European Economic Area, subjects it to international transfer obligations under the EU GDPR;
- (viii) Supplier expressly agrees that its Processing of any Personal Information will be deemed as Supplier's acceptance of the warranties and undertakings as the "data importer" set forth in the European Commission's standard contractual clauses, which are standard data protection clauses for the transfer of personal data to

## DATA PROCESSING AGREEMENT

third countries that do not ensure an adequate level of data protection, as described in Article 46 of the EU GDPR;

(ix) Promptly correct, amend, or delete any Personal Information at RMG's direction;

(x) Assist RMG to conduct data protection impact assessments before Processing Personal Information, including by permitting RMG to perform penetration tests and audits of Supplier's systems as reasonably requested by RMG;

(xi) Promptly notify RMG in writing if Supplier determines that Supplier can no longer provide at least the same level of protection for the Personal Information as is required by Data Protection Laws or the Agreement and, on making such a determination, cease Processing the Personal Information or take other reasonable and appropriate remediation steps;

(xii) Promptly notify RMG of any data subject (as defined in the EU GDPR) request to exercise their rights with respect to that data subject's Personal Information, but Supplier will not respond to such requests without RMG's prior written consent;

(xiii) Cooperate with and assist RMG in investigating and responding to data subjects' exercise of their rights;

(xiv) Not appoint or change any data processor (as defined in the EU GDPR) without RMG's prior written consent, which RMG will grant or deny without unreasonable delay, and if granted, Supplier will enter into a contract with each new data processor in accordance with the requirements of the Agreement and the Data Protection Laws; and

(xv) Maintain a record of all categories of Processing activities carried out in connection with the Services.

(c) To the extent that Supplier receives, processes, transmits, or stores any Cardholder Data for or on behalf of RMG or any Client, Supplier at all times will comply with the Payment Card Industry Data Security Standards.

(d) Supplier certifies that Supplier understands and will comply with all restrictions imposed upon Supplier's Processing of Personal Information under the Agreement and to applicable restrictions or limitations on the Processing of Personal Information by third parties, as set forth in Data Protection Laws. Supplier also certifies that if Supplier provides Products or Services in connection with a particular Client, Supplier will comply with the Client's data protection, privacy, and other terms and conditions applicable to the Client's suppliers generally, as provided by RMG to Supplier.

(e) As between RMG or any Client and Supplier, Supplier will only Process Personal Information as a data processor (as defined in the EU GDPR), subject to the following:

(i) Approved Processing operations:

(ii) Transferring Personal Data to processor's system for fulfilment purposes;

(iii) Deleting Personal Data per controller's Instructions;

(iv) Updating Personal Data per Data Subjects instructions; and

(v) Providing raw or analysed data to controller.

(f) Approved Processing location: U.S.A.

(g) Subject Matter: the subject matter of this Agreement is the Personal Data associated with the operation of the services described in the Agreement.

(h) Duration of Processing: the Processing of the data under this Agreement is for the duration of the applicable SOW.

(i) Nature and purpose of Processing: The purpose of the Processing is to provide the Services described in the Agreement.

(j) Type of personal data and categories of data subject:

(i) Identity data including first name, middle name, last name;

(ii) Contact data, including shipping address, telephone number; and

(iii) Transactional data, including details of the Products fulfilled.