

Lewis Group Supplier Code of Conduct

A) Code of Conduct in line with the United Nations Global Compact Ten Principles

1. **General Principle:** Suppliers shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules, and regulations.
2. **Human Rights:** Suppliers must support and respect the protection of internationally proclaimed human rights.
3. **Human Rights:** Suppliers must make sure that they are not complicit in human rights abuses.
4. **Environment:** Suppliers must comply with all applicable environmental laws and regulations.
5. **Child Labor:** Suppliers shall employ only workers who meet the applicable minimum legal age requirement. Suppliers must also comply with all other applicable child labor laws.
6. **Forced Labor:** Suppliers shall not use any indentured or forced labor, slavery or servitude.
7. **Wages and Hours:** Suppliers shall set working hours, wages and over-time pay in compliance with all applicable laws. Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater.
8. **Discrimination:** Suppliers shall employ workers on the basis of their ability to do the job, not on the basis of their personal characteristics or beliefs (including race, color, gender, nationality, religion, age, maternity or marital status).
9. **Freedom of Association:** Suppliers' workers are free to join associations of their own choosing, and have the freedom of collective bargaining where the local law confers such rights.
10. **Anti-Corruption:** Suppliers must work against corruption in all its forms including extortion and bribery.

The offering or acceptance of kickbacks, bribes and other illegal payments subverts the very essence of competition and erodes the moral fiber of those involved. These include gratuities (i.e., anything of value) offered to governmental officials or employees. Such activities are not condoned and will not be tolerated. Also, Lewis prohibits the offer or acceptance of gifts or gratuities that the recipient likely would consider to be of substantial value. Any supplier, that violates this principle, risks immediate loss of all existing and future Lewis business.

B) Compliance Monitoring

The supplier will allow Lewis and/or any of its representatives or agent's access to its facilities and all relevant records associated with the products and services provided to Lewis. The supplier and Lewis will establish a mutually agreeable date and time for access. However, risks to Lewis's business may require immediate access to the products, services and associated records and supplier will accommodate Lewis's access as required.

Lewis Group Supplier Code of Conduct

C) Application to Sub-Contractors

This Code also applies equally to any sub-contractor(s) of the supplier, providing goods or services to the supplier. The supplier is responsible for ensuring compliance. Lewis reserves the right to interview and/or audit the supplier's sub-contractors for compliance to Lewis's Supplier Code of Conduct and the supplier will accommodate Lewis's request as required.

D) Event of Violation

If the supplier does not comply with or breaches this Lewis Group Limited Global Supplier Code of Supplier Conduct, Lewis requires that the supplier implement a corrective action plan to cure the non-compliance within a specified time period. This must be furnished to Lewis in writing. If the supplier fails to meet the corrective action plan commitment, Lewis may terminate the business relationship or suspend placement of future orders. Lewis reserves the right to hold suppliers responsible for reasonable costs of investigating non-compliance and once properly investigated a serious violation will result in the business relationship between the companies ending.