

CODE OF CONDUCT FOR BUSINESS PARTNERS

NSI Industries, LLC and its subsidiaries and affiliates (collectively, “NSI”) are committed to conducting business activities with the highest standards of business ethics and in accordance with all applicable laws and regulations. This NSI Code of Conduct for Business Partners (“Code”) applies to all parties providing goods or services to NSI and their subsidiaries, affiliates and subcontractors (collectively, “Business Partners”), whether organized, operating, or existing under United States law or the law of any other country, state, political union, municipality, administrative district, or other governmental authority. This Code establishes the standard of conduct NSI expects from our Business Partners in a number of areas, including human rights, labor requirements, health and safety, environmental compliance and management practices. NSI will assess supplier compliance against our Code. Violations of our Code may result in corrective action, including termination of the business relationship with NSI.

The essence of our Code of Conduct is simple:

1. We act ethically and in accordance with the law.
2. If we are unsure, we ask.
3. If something seems wrong, we speak up.

NSI reserves the right to inspect and/or authorize a third party to inspect and audit, at any time, whether or not notice is provided in advance, all Business Partners and any location where a good is designed, manufactured, assembled, handled, located, or retailed (“Factories”). Business Partners shall also permit NSI customers to inspect and audit its Factories to the extent reasonably required or requested by such customer as a condition of it doing business with NSI. All such documentation must be accurate, free from any attempt to falsify or mislead and made available promptly upon request to any person of NSI conducting an audit.

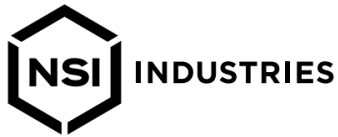
This Code holds our Business Partners to the same high standards to which we hold ourselves.

COMPLIANCE WITH LAWS AND REGULATIONS

Comply with all applicable laws in any country in which it conducts business and demonstrate actions in all cases that meet or exceed those required by applicable law. The term “applicable law(s)” means with respect to any Business Partner, any domestic, foreign, federal, state, local or municipal statute, law, ordinance, policy, guidance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any governmental entity applicable to such Business Partner, including UN Conventions regarding child / forced labor.

ANTI-BRIBERY AND ANTI-CORRUPTION

All Business Partners must comply with all anti-bribery and anti-corruption laws worldwide, and conduct business with integrity. Business Partners must never accept or provide anything of value, either directly or indirectly, in order to obtain an improper advantage or to obtain or retain business. Business Partners must have adequate procedures in place to prevent bribery in all commercial dealings undertaken.



CONFLICTS OF INTEREST

NSI defines a conflict of interest as being involved in a relationship or activity that affects, or has the appearance of affecting, your objectivity in making business decisions in the best interest of the company. Business Partners must disclose to NSI any conflicts of interest situations that the Business Partner is aware of.

TRADE AND CUSTOMS COMPLIANCE

Business Partners must comply with all applicable laws and regulations related to the exportation and importation of products. In order to protect the integrity of cargo being shipped, Business Partners must strive to comply with supply chain security processes and procedures consistent with U.S. Customs Trade such as Authorized Economic Operator (AEO).

EMPLOYMENT PRACTICES

WAGES & BENEFITS

Wages paid to employees shall be at least the minimum wage under applicable law. Paid annual leave and holidays shall be paid as required by applicable law. Benefits provided by Business Partners and Factories shall include, at a minimum, those mandated by applicable law. For each pay period, Business Partner shall provide its employees an understandable wage statement. Wage deductions must not be excessive and must be itemized clearly. Wages are to be paid on schedule at least once per month or such shorter time period as required by applicable law.

WORKING HOURS

Business Partners shall comply with applicable laws and industry standards with respect to working hours and must allow to its employees at least one day off during each seven-day period. Should overtime work be necessary or mandatory, employees are to be advised with reasonable notice. Business Partners shall pay its employees overtime pay at a rate which is higher than regular wages and in accordance with applicable law. Business Partners shall permit its employees to take all breaks required by applicable law and, in any event, reasonable breaks, lunch periods and bathroom breaks.

CHILD LABOR

Business Partners shall comply with all applicable laws and only employ individuals who are at, or above, the legal minimum working age or 15 years of age, whichever is greater, or, the age designated by applicable law for completion of compulsory education. For jobs that require greater maturity, are hazardous in nature, require night work or pose a safety risk, these employees are to be a minimum of 18 years of age. Business Partners shall maintain official documentation of each employee's date of birth. If this documentation is not available, they must apply a legitimate and reliable method to assess or confirm each employee's age. The minimum working age requirement is applicable to all subcontracted work performed, in whole or in part, at home or in cottage industries.



FORCED OR INDENTURED LABOR & HUMAN TRAFFICKING | MODERN SLAVERY

Business Partners shall not use any prison, indentured, bonded or forced labor. No employees shall be forced to remain employed other than on a voluntary basis.

Foreign employees must be employed in full compliance with the labor and employment laws of the host country. The contract terms under which such employees are employed must be in writing, in a language that the employees can read and understand, and accepted by the employees prior to their departure from their home countries. Supplier must not withhold the passports and visas of foreign employees.

Business Partner shall maintain and commit to maintaining a work environment that is free from human trafficking. Employment practices must not include the recruitment, transportation, transfer, harboring or receipt of persons, or through the use of force or through other forms of coercion, abduction, fraud, deception, abuse of power or by giving or receiving payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation.

NON-DISCRIMINATION, ANTI-HARASSMENT & DISCIPLINARY PRACTICES

Business Partners shall not discriminate against their employees or prospective employees in hiring practices or other terms or conditions of work on the basis of race, color, national origin, gender, gender identity, religion, age, disability, political affiliation, sexual orientation, social or marital status, maternity, or membership in worker's organizations, such as unions, or any other similar factors.

Business Partners shall not engage in the use or threat of corporal punishment, the use or threat of any type of abuse or harassment, including mental, physical (including sexual) or verbal, against its employees or the use or threat of any other form of intimidation. Business Partners shall treat all of its employees with respect and dignity. All major disciplinary measures taken against employees shall be documented by Business Partners.

HEALTH & SAFETY

Suppliers must provide their employees with a safe and healthy working environment, and where provided, a safe and healthy living environment. Suppliers shall comply with applicable worker safety laws and regulations which includes:

- Building Integrity
- Occupational Safety
- Occupational Injury & Illness
- Fire Safety
- Emergency Preparedness
- Machine Safeguarding
- Chemical Safety
- Sanitation, Food & Dormitory
- Freedom of Movement

ENVIRONMENTAL

Business Partners must comply with all applicable environmental protection laws. Business Partners shall have an implemented environmental management system (EMS) and environmental emergency plan (EEP).



SUSTAINABILITY COMMITMENT AND PARTNER RESPONSIBILITIES / EXPECTATIONS

Suppliers shall make sustainability a priority in their organization as illustrated by a clear mission, goals and the identification of accountable persons for carrying out their plans.

- **Resource Conservation**
 - Suppliers will work to conserve their consumption of energy, water, and other natural resources. Specifically, suppliers should be working towards intentional programs for:
 - Energy Management, including objectives and targets for reducing the energy intensity of their operations.
 - Water Conservation, including a water usage monitoring plan and objectives and targets for reducing the water intensity of their operations.
- **Waste Reduction and Recycling**
 - Suppliers shall manage operational hazardous and non-hazardous waste and look for areas of reduction. Suppliers should be working towards implementing plans and targets for recycling and diverting waste from landfill as much as possible.
- **Packaging Suppliers** will participate in Packaging Improvement Plans with the local locations they are supplying. This may include returnable packing or other forms of alternative packaging.

SUB-CONTRACTING

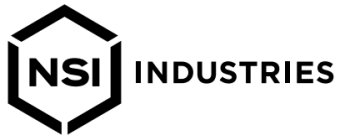
Factories agree to perform all final manufacturing and assembly operations to produce products, and that they will not subcontract the complete or substantial percentage of the manufacturing or assembly of the products unless Business Partner obtains prior written approval from NSI. Business Partners are responsible for notifying NSI of any plans for change of manufacturing locations. The subcontracting of any work if permitted by NSI, shall not relieve Business Partners from obligations hereunder, including, but not limited to, the obligation to require the companies providing goods and services to Business Partners to comply with this Code.

CONFLICT MINERALS

Business Partner shall implement procedures to assure that no products or materials supplied to NSI contain conflict minerals (columbite-tantalite (also known as coltan (tantalum, niobium), cassiterite (tin), wolframite (tungsten), gold or their derivatives) that directly or indirectly finance armed groups through mining or mineral trading in the Democratic Republic of Congo or an adjoining country. Upon NSI's request, Business Partner will fully cooperate in responding to any country-of-origin inquiries regarding conflict minerals (including requesting information from its own suppliers); provide requested documentation; and/or certify its compliance with this provision by providing a sworn declaration of one of its officers, directors, or managing agents.

MONITORING OF THE CODE OF CONDUCT FOR BUSINESS PARTNERS

NSI will review this Business Partner Code of Conduct on a regular basis and will revise it to incorporate additional parameters when necessary. This Code is a general statement of NSI's expectations with respect to its Business Partners. The Code should be read in conjunction with the Business Partner's obligations set forth in any agreements between NSI (or any of its operating divisions) and the Business Partner.



It is the responsibility of the Business Partner to ensure that it understands and complies with this Code and to inform NSI (or a member of its management) if and when any situation develops that causes a Business Partner to operate in violation of this Code. Business Partners are expected to self-monitor their compliance with this Code, therefore, NSI strongly encourages Business Partners to define and implement a policy for social accountability and to adopt or establish a management system to ensure that the requirements of this Code can be met in a consistent manner.

In addition to any other rights NSI may have under any agreement it may have entered into with a Business Partner, if NSI determines that any Business Partner fails to comply with or breaches any terms of this Code or has otherwise behaved in a manner that is inconsistent with the intent of this Code, NSI reserves the right, in its sole and absolute discretion, to:

1. Terminate the business relationship with the Business Partner, including the cancellation of any outstanding purchase orders, or
2. Require corrective actions within an acceptable time period and/or work with the Business Partner for an acceptable remedial program in order for the business relationship to continue or resume.

NSI INDUSTRIES' COMMITMENT TO BUSINESS PARTNERS

NSI Industries' relationships with its Business Partners must be characterized by honesty and fairness. We are guided by the following standards of behavior:

- We will not make payments to any employees of Business Partners to attain lower prices or additional business.
- We will not reveal a Business Partner's pricing, technology or other confidential information without prior written permission.
- We will not make false or misleading remarks to others about Business Partners or their products or services.
- We will hold our Business Partners to the same standards and expectations to which we hold our own operations and employees.

Resolving Code of Conduct or Ethics Issues

Employees of Business Partners are encouraged to work through their own company to resolve internal ethics issues. However, Business Partners should promptly report violations of this Code or any unethical behavior by a NSI Industries employee to a NSI Industries manager or, if that is not feasible, to NSI Industries Ethics HelpLine via the online report submission page. Access the HelpLine website by scanning the following QR code with your mobile phone:



Except as required by law, persons reporting concerns may request that they remain anonymous. NSI Industries' Ethics HelpLine makes every attempt to protect the confidentiality of information provided to it — unless maintaining confidentiality would create a significant health, safety or legal risk. NSI Industries Ethics HelpLine is available 24 hours a day, seven days a week.