



# Supplier Code of Conduct

## General Principle

Energizer Holdings, Inc. and its subsidiaries, divisions, affiliates, and agents (“**Energizer**”) provide this Supplier Code of Conduct (the “**Code**”) to all third parties that directly or indirectly provide, source, produce, distribute, market, sell, or otherwise contribute to goods or services on behalf of, under a license from, or under a trademark of Energizer (“**Suppliers**”).

Energizer requires the highest levels of integrity from every Supplier. Integrity includes always complying with all applicable government laws, regulations, or orders (“**Laws**”) and this Code.

Supplier shall provide this Code to its subcontractors and suppliers and require them to comply with all applicable Laws and this Code. A breach of applicable Laws or this Code by a Supplier or any of its subcontractors or suppliers shall constitute a material breach by such Supplier of any agreement between such Supplier and Energizer.

## Environmental

Supplier must comply with all applicable environmental Laws. Supplier should be environmentally conscious and demonstrate continuous improvement with regard to recycled content of materials and products supplied to Energizer. Suppliers are encouraged to implement the concepts of waste minimization and reduction, reuse, and recycling with regard to materials and products supplied to Energizer. Supplier must:

- Have an environmental management system that demonstrates compliance with environmental Laws, as well as any required permits, licenses, and governmental permissions;
- Have procedures for notifying local community authorities and appropriate environmental agencies of instances of noncompliance;
- Identify and manage hazardous substances used in production in compliance with all environmental Laws;
- Comply with applicable labeling Laws for recycling and disposal of hazardous substances and hazardous wastes;
- Manage and dispose of non-hazardous solid waste generated from operations as required by applicable Laws;
- Monitor, control and, if required, treat wastewater generated from operations before discharge as required by applicable Laws;
- Take appropriate precautions to prevent contamination of storm water runoff from Supplier facilities.

## Labor & Human Rights

Suppliers shall prominently display the Code at all of Suppliers' facilities, translated into the applicable native languages.

No 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. Suppliers shall not discriminate against workers based on race, color, gender, nationality, religion, age, sexual orientation, political affiliation, maternity or marital status. Suppliers shall not discriminate in any employment practices, such as employment applications, hiring, promotions, rewards, access to training, job assignments, discipline or termination.

No Forced Labor Suppliers shall not use any prison, indentured, involuntary or forced labor of any kind. Suppliers shall not engage in slavery or in human trafficking of any kind, including but not limited to the recruitment, harboring, transportation, solicitation, provision or acquisition of persons for labor or services through the use of force, fraud or coercion. Suppliers shall not require workers to pay for their employment. Suppliers shall maintain adequate processes to ensure that workers are not charged recruitment fees, related costs, or required to provide any monetary or non-monetary deposits during hiring. If any such fees or costs are found to have been paid by workers, suppliers must fully reimburse them. Suppliers shall not require any workers to surrender any government- issued identification, passports or work permits as a condition of employment. Suppliers shall not require any worker to remain in employment for any period of time against his or her will.

Child Labor Suppliers shall employ only workers who meet the applicable minimum legal age requirement or are at least 16 years of age, whichever is greater. Suppliers shall maintain official documentation for every worker that verifies the worker's date of birth. In those countries where official documents are not available to confirm exact date of birth, Suppliers shall confirm a worker's age using an appropriate and reliable assessment method, and keep all records related to such confirmation. Suppliers shall comply with all applicable child labor Laws, including those related to wages, hours worked, overtime and working conditions.

Working Hours Suppliers shall set working hours in compliance with all applicable Laws.

Wages & Benefits Suppliers shall set wages and overtime pay, and provide benefits, in compliance with all applicable Laws. Suppliers shall clearly convey the conditions of employment to each worker in a language that is understood by the worker. Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater. While it is understood that overtime may be required, Suppliers shall carry out operations in ways that limit overtime to a level that ensures humane and productive working conditions. Hourly wage rates for overtime must be higher than the rates for the regular work shift. Deductions from wages shall not be used as a disciplinary measure. Manual or electronic timecards shall be used for hourly workers. Suppliers shall provide workers with a clear and understandable wage statement that includes days worked, wages earned per day, hours of overtime, bonuses, allowances and a description of all deductions.

Freedom of Association Workers are free to join associations of their own choosing. Suppliers shall not interfere with workers who wish to lawfully and peacefully associate, organize or bargain collectively. The decision whether or not to do so should be made solely by the workers.

Reporting Suppliers shall provide an anonymous complaint mechanism for workers to report workplace grievances in accordance with local laws and regulations.

## Health & Safety

Suppliers shall treat all workers with respect and dignity and provide them with a safe and healthy environment. Suppliers shall not use corporal punishment or any other form of physical or psychological coercion.

Manufacturing Facilities Facilities shall be sufficiently lighted. There shall be no obstructions in any aisles, exits or stairwells. There shall be sufficient, clearly marked and unlocked exits allowing for the orderly evacuation of workers in case of fire or other emergencies. Emergency exit routes shall be prominently posted and clearly marked. Battery operated emergency lights shall be placed above each exit to use in the case of emergencies. Evacuation drills shall be conducted at least annually.

Adequate fire detection and suppression equipment shall be readily available and checked regularly. Each facility shall have adequate circulation and ventilation.

Suppliers shall provide free potable water for all workers and allow reasonable access to it throughout the work day. Suppliers shall maintain, throughout work hours, reasonably clean, sanitary and private toilet facilities in adequate numbers and shall not place any unreasonable restrictions on their use. All machinery shall be maintained, and safety devices shall be installed where appropriate. All hazardous and combustible materials shall be stored in secure and ventilated areas and disposed of in a safe and legal manner. Personal protective equipment shall be made available to workers performing hazardous tasks.

Dormitories Suppliers providing housing for workers must keep these facilities clean and safe. Living areas shall be segregated by gender. Living space per worker in the sleeping quarters shall meet both the minimum legal requirement and the local industry standard. There shall be clearly marked exits on each floor, and emergency lighting shall be installed in halls, stairwells and above each exit. Directions for evacuation in case of fire or other emergencies shall be posted in all sleeping quarters. Hazardous and combustible materials used in the production process shall not be stored in the dormitory or in buildings connected to sleeping quarters. Fire drills shall be conducted at least annually. Free, potable water shall be available to dormitory residents. Residents shall have access to reasonably clean, sanitary and private toilet facilities in adequate numbers.

## Ethics

Anti-Corruption Suppliers shall comply with all applicable Laws, including those Laws governing conduct with government officials such as the U.S. Foreign Corrupt Practices Act. Suppliers shall not make any offer or payment that would constitute an illegal bribe under applicable Law, nor shall Suppliers otherwise engage in any illegal or corrupt practices in order to promote or advance Energizer's business interest or in an attempt to increase the business Supplier has with Energizer.

No Conflict Minerals Supplier undertakes that no conflict minerals (tantalum, tin, gold, tungsten, or their derivatives) that originated in the Democratic of the Congo or any

adjoining country are incorporated in, or necessary to, the functionality or production of any product delivered to Energizer (including in any component manufactured of such product by a third party).

Accounts Suppliers shall not make false, artificial or misleading entries or omissions in any system, book or record. Suppliers shall not intentionally make a payment or approve an invoice, expense report or other document that is incorrect, misleading or inaccurate.

Import/Export If Supplier is responsible for import/export of goods, Supplier shall be aware of and in compliance with all applicable Laws and shall make accurate declarations and not mischaracterize the value or nature of the goods in any way that would create liability.

Intellectual Property Suppliers shall respect both Energizer and third-party intellectual property rights. Supplier shall take all actions necessary to protect Energizer intellectual property and Energizer Brand integrity. In supplying products to or manufacturing products under license from Energizer, Supplier shall not violate or infringe on any third-party patents, trademarks, copyrights, or trade secrets and shall take all appropriate actions to ensure that Energizer will not receive any infringing products. Supplier shall be responsible for ensuring that its subcontractors, suppliers, and permitted licensees will comply with this provision. Supplier agrees that it shall be liable to Energizer for any violations of this provision by Supplier and by Supplier's subcontractors, suppliers, and permitted licensees.

Data Protection Supplier shall comply with all personal data protection Laws. In this provision, "personal data", "processing", and "personal data breach" have the meanings given in Regulation (EU) 2016/679, the General Data Protection Regulation, and "Energizer Data" means the personal data that Supplier processes on Energizer's behalf.

- Energizer Data shall be confidential information of Energizer.
- Supplier shall process Energizer Data only in accordance with Energizer's prior written instructions or as required by applicable Laws.
- Supplier shall ensure that individuals who process Energizer Data under Supplier's authority have committed themselves to lasting confidentiality.
- Supplier shall not make Energizer Data available to any third party, including Supplier's confidential advisors, without Energizer's prior written authorization.
- Supplier shall document, implement, maintain, and continually improve technical and organizational measures that ensure the security of Energizer Data.
- Supplier shall notify Energizer without undue delay upon becoming aware of or reasonably suspecting any personal data breach affecting Energizer Data.
- Supplier shall provide the timely notices, information, and cooperation that are necessary for Energizer to comply with personal data protection Laws.
- Supplier shall return and then dispose of Energizer Data without undue delay after the end of Supplier's provision of goods or services on Energizer's behalf.

Supplier shall perform its obligations under personal data protection Laws and this provision at no additional cost to Energizer. If Supplier engages subcontractors or suppliers to process Energizer Data, Supplier agrees to be liable for all their acts, omissions, or defaults to the same extent as if these had been Suppliers'.

Relationship Responsibility Suppliers must be sensitive to Energizer colleague internal codes of conduct. For example, Energizer colleagues cannot solicit any gifts from Suppliers, nor can an Energizer colleague accept any gifts or entertainment if such could influence, or appear to influence, the Energizer colleague's business decisions on behalf of the Supplier or interfere with the Energizer colleague's ability to be impartial in carrying out his or her duties. Copies of these policies can be provided upon request.

## Monitoring & Enforcement

Suppliers must allow Energizer or any of its representatives or agents access to its facilities and to all relevant records with reasonable notice. Energizer will continue to develop monitoring systems to assess compliance. Compliance with the following internationally recognized alternative standards, however, will assure minimum standards are met for the listed aspects of Energizer's Code.

- Social Accountability 8000 (SA 8000) – Labor & Human Rights Section of the Code
- United Nations Supplier Code of Conduct – Labor & Human Rights Section and Health & Safety Section of the Code
- Electronic Industry Citizenship Coalition (EICC) Code of Conduct – all sections of the Code, except No Conflict Minerals

If Energizer determines that any Supplier has violated the Code, Energizer may either terminate its business relationship or require Supplier to implement a corrective action plan. If corrective action is advised but not taken, Energizer will suspend placement of future orders and may terminate current production. Suppliers shall notify Energizer immediately if they become aware of any non-compliance of their company or of any of their suppliers with the Code, and Suppliers will take immediate necessary actions to remedy any non-compliance.

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