The Creative Way

Creative Associates International

SUPPLIER CODE OF CONDUCT

CREATIVE

1. Creative Supplier Code of Conduct

This Code sets forth minimum requirements of any entity providing goods or services to Creative (hereinafter a "Supplier"). These requirements are consistent with Creative's values and are applicable to all Suppliers and their respective affiliates and subsidiaries globally.

2. Compliance with Laws

We expect our Suppliers to maintain full compliance with all laws and regulations applicable to their business and, where appropriate, any of the Federal Acquisition Regulation and associated Agency Supplements, and Sarbanes Oxley controls. When conducting international business, or if their primary place of business is outside the United States, Suppliers must comply with all applicable local laws and regulations.

A. *Maintain Accurate Records*

We expect Suppliers to create accurate records, and not alter any record entry to conceal or misrepresent the underlying transaction the record represents. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. When a record is no longer needed to conduct current business, we expect suppliers to retain that record based on the applicable retention requirements. Suppliers performing as US Government contractors (whether direct or indirect) must comply with the requirements in FAR 4.703. Suppliers that are performing or fulfilling a US Government role in their prescribed work must comply with the records requirements of the affected agency and any relevant National Archives and Records Administration (NARA) requirements that apply to that agency.

B. *Time Reporting*

Our Suppliers must have adequate systems in place that allow for the timely and accurate reporting of labor hours. Each subcontractor and supplier employee is required to accurately and honestly report all hours worked after the work has been performed or at the end of the work day, whichever comes later. Improper time charging may result in contract termination.

C. *Mandatory Disclosure*

Suppliers supporting U.S. Federal Government contracts agree to timely disclose, in writing, to Creative whenever, in connection with the award, performance, or closeout of a Government contract or subcontract, the subcontractor has credible evidence that a principal, employee, agent, or subcontractor has committed any of the following:

- A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
- A violation of the civil False Claims Act; or
- Collected a Significant Overpayment on a contract (other than overpayments resulting from contract financing payments, as defined in FAR Part 32 e.g. advance payments; performance based payments; commercial advance and interim payments; progress payments based upon costs; progress payments based upon percentage/stage completion; and interim payments under a cost reimbursement contract except when the contract is for services and Alt 1 of FAR clause 52.232-25, title "Prompt Payment" is used).

3. Human Rights

We expect our Suppliers to treat people with respect and dignity, encourage diversity, remain receptive to different opinions, promote equal opportunity for all, and foster an inclusive and ethical culture.

A. *Child Labor*

Suppliers shall only employ or engage workers who meet the applicable minimum legal age requirement, except that in no event shall Suppliers employ any person under the age of 16, even if local Laws permit otherwise. Notwithstanding the foregoing, Suppliers may allow individuals aged 15 or older to work as part of a bona fide apprentice program. Such apprentice program must be approved under local Laws and be intended to provide instruction in one or more industrial disciplines as part of enrollment in an educational institution.

B. *Human Trafficking*

Suppliers must adhere to regulations prohibiting human trafficking and comply with all applicable local laws in the country or countries in which they operate. Suppliers must refrain from violating the rights of others and address any adverse human rights impacts of their operations. Suppliers must educate employees on prohibited trafficking activities, discipline employees found to have violated the law or rules and notify Creative or the appropriate contracting officer of violations and action taken against such employees. Specifically, Suppliers are prohibited from engaging in any of the following activities:

- Destroying, concealing, or confiscating identity or immigration documents;
- Using misleading or fraudulent tactics in recruiting;
- Charging employee recruitment fees or providing inadequate housing based on local standards, laws and directives;
- Failing to provide employment contracts and other documentation in the employee's native language or language of fluency;
- Failing to provide return transportation upon the end of employment for employees brought to the country for the purpose of working on a U.S. government contract or subcontract; and
- Failing to interview and protect employees suspected of being trafficking victims.
- Creative Suppliers and their employees have a duty to report human trafficking violations using any appropriate disclosure channel. Suppliers working overseas shall become aware of and comply with that host nation's laws on this subject.

4. Employment Practices

A. *Harassment*

We expect our Suppliers to provide their employees with an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.

B. *Non-discrimination*

We expect our Suppliers to provide equal employment opportunity to employees and applicants for employment, without regard to race, ethnicity, religion, color, sex, national origin, age, military veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, or mental or physical disability, so long as the essential functions of the job can be competently performed with or without reasonable accommodation.

C. *Drug-Free Workplace*

We expect our Suppliers to maintain a workplace free from illegal use, possession, sale, or distribution of controlled substances.

D. *Working Time/Freedom of Association*

We expect our Suppliers to comply fully with the applicable national rules, regulations, or statutes concerning working time including overtime and minimum wage legislation. To the full extent of applicable laws and standards, Suppliers should respect the freedom of association, collective bargaining and the right of employees to form a working council.

5. Anti-Corruption

A. *Anti-Corruption Laws*

Our Suppliers must comply with the anti-corruption laws, directives and/or regulations that govern operations in the countries in which they do business, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. We require our Suppliers to refrain from offering or making any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, even in locations where such activity may not violate local law. Personal safety payments are permitted where there is an imminent threat to health or safety. We expect our

Suppliers to exert due diligence to prevent and detect corruption in all business arrangements, including partnerships, subcontracts, joint ventures, offset agreements, and the hiring of consultants.

B. *Illegal Payments*

Our Suppliers must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. The receipt, payment, and/or promise of monies or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law.

C. *Anti-Trust*

We expect our Suppliers to conduct business in accordance with all applicable anti-trust or anti-competition laws and regulations. This includes avoiding business practices such as entry into arrangements that unlawfully restrain competition; improper exchange of competitive information; price fixing, bid rigging, or improper market allocation.

D. *Gifts/Business Courtesies*

Creative and its Suppliers are subject to a range of laws that prohibit the offering and acceptance of gifts to government customers and suppliers. We expect our Suppliers to compete on the merits of their products and services. The exchange of business courtesies (e.g. gifts, loans, services, meals, entertainment, unusual hospitality or other things of value) shall not be used to gain an unfair competitive advantage. In any business relationship, our Suppliers should avoid offering or receipt of any gift or business courtesy to any Creative employee even if it is permitted by law and regulation.

E. *Insider Trading*

Our Suppliers and their personnel must not use material, on publicly disclosed information obtained in the course of their business relationship with us as the basis for trading or for enabling others to trade in the securities of our company or those of any other company.

F. *Conflict of Interest*

We expect our Suppliers and their employees to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest in their dealings with Creative and our government customers. Suppliers must educate their employees on the importance of avoiding conflicts of interest situations and must provide notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of Creative and personal interests or those of close relatives, friends or associates and organizational conflicts of interest (OCI) and personal conflicts of interest (PCI) that may arise in the performance of a Government Contract.

6. Information Protection

A. *Confidential/Proprietary Information*

We expect our Suppliers to properly handle sensitive information, including confidential, proprietary, and personal information. The rules and regulations that govern how we handle this information, its acquisition, use, storage, distribution and ultimate disposition are strict. We expect our Suppliers to know and follow government handling requirements including the NISPOM. Information may not be used for any purpose other than the business purpose for which it was provided, unless there is prior authorization from the owner of the information.

B. *Intellectual Property*

We expect our Suppliers to respect and comply with all the laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.

C. *Information Security*

Suppliers must protect the confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures. Suppliers must comply with all applicable data privacy laws.

D. *Procurement Integrity*

Suppliers will comply with all aspects of the Procurement Integrity Act, which generally prohibits:

- Knowingly obtaining bid, proposal, or source-selection information related to a current or future federal procurement and
- Disclosing bid, proposal, or source selection information to which the supplier has received access in the course of providing support or advice to a federal agency, or engaging in employment discussions with, employing, or providing compensation to certain former government procurement or contract officials.

E. *Social Media*

We expect our Suppliers to conduct themselves in a manner that reflects positively on Creative and its clients. Our Suppliers and their employees should not publicly disparage or misrepresent Creative' or our client's image or brand in a way that is damaging to our or our client's reputation, or use Creative' name, influence, funds or other assets in your outside business activities.

7. Environment, Health, and Safety

We expect our Suppliers to operate in a manner that actively manages risk, conserves natural resources, and protects the environment. We expect our Suppliers to apply environmental management system principles in order to establish a systematic approach to the management of risks/hazards and opportunities associated with the environment, including potential risk from regulatory non-compliance, reputational loss, and opportunities for business growth through operational and product stewardship. We expect our Suppliers to comply with all applicable environmental, health and safety laws, regulations, and directives. Suppliers should protect the health, safety, and welfare of their people, visitors, and others who may be affected by their activities.

8. Global Trade Compliance

Creative complies with all U.S. and foreign laws and regulations governing international trade and requires Suppliers to do the same. When applicable, Suppliers are encouraged to implement practices and procedures to ensure the security of their supply chains in accordance with the Customs-Trade Partnership Against Terrorism initiative of the United States Department of Homeland Security.

A. *Import*

We expect our Suppliers to ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, and technical data.

B. *Export*

We expect our Suppliers to ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, and technical data.

C. *Anti-Boycott*

Our Suppliers must not participate in, cooperate with, or further the cause of any unsanctioned foreign economic boycott, in accordance with the 1977 U.S. Export Administration Act and the 1976 U.S. Tax Reform Act.

D. *Conflict Minerals*

Suppliers must adhere to federal laws and regulations requiring reporting companies to make specialized disclosure and conduct due diligence concerning their use of conflict minerals that may have originated in the Democratic Republic of the Congo (DRC) or an adjoining country. Conflict minerals include cassiterite, columbite-tantalite, gold and wolframite, or their derivatives (tantalum, tin, and tungsten). Suppliers must comply with their obligations under the U.S. Securities Exchange Act of 1934. We expect our suppliers to develop due diligence processes, including reasonably country of origin inquiry processes, to allow us to submit accurate conflict mineral reports to the Government and other entities and to meet our obligations to ensure that all products are responsibly manufactured.

9. Quality

Suppliers must take due care to ensure their work product meets our company's quality standards. We expect our Suppliers to have in place quality assurance processes to identify defects and implement corrective actions, and to facilitate the delivery of a product whose quality meets or exceeds the contract requirements.

10. Counterfeit Parts

We expect our Suppliers to develop, implement, and maintain methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect counterfeit parts and materials, provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

11. Timely Payment

We expect our Suppliers to pay their suppliers on time in accordance with agreed contractual payment terms.

12. Ethics Program Expectations

A. *Whistleblower Protection*

We expect our Suppliers to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. We expect our suppliers to take action to prevent, detect, and correct any retaliatory actions.

B. *Consequences for Violating Code*

In the event of a violation of any of the above expectations, we may pursue corrective action to remedy the situation. In the case of a violation of law or regulation, we may be required to report those violations to proper authorities. We reserve the right to terminate our relationship with any subcontractor or supplier under the terms of the existing contract.

C. *Ethics Policies*

Commensurate with the size and nature of their business, we expect our Suppliers to have management and business systems in place to support compliance with the letter, spirit, and intent of applicable laws, regulations, and the expectations related to or addressed expressly within this Supplier Code of Conduct. We encourage our Suppliers to implement their own written code of conduct and the flow down the principles of a code of conduct to the entities that furnish them with goods and services.

D. *Reporting*

Suppliers should promptly report violations of this code through the proper channels, including but not limited to Creative' Ethics Hotline. Call toll-free: +1 (888) 992-0326; or send an email to Hotline@CreativeDC.com. Anyone may report a suspected violation anonymously.

13. Application

Supplier shall contractually require its vendors to conform to standards of conduct equivalent to the provisions of this Code. Creative reserves the right to audit Supplier's vendors for compliance to this Code and Suppliers shall accommodate Creative's audit as required. Suppliers shall also ensure that its personnel shall comply with this Code when providing goods or services to Creative.

14. Breach

Suppliers shall promptly report to Creative notice of known breach of this Code and implement a corrective action plan to cure all non-compliance within a specified time period (furnished to Creative in writing). Creative reserves the right to terminate the business relationship, including but not limited to suspending placement of future orders and potentially terminating current production. Creative reserves the right to hold Suppliers responsible for reasonable costs of investigating non-compliance.