

Instant brands™

Code of Business Conduct

Instant brands
Made for together.

CORELLE Instant CHICAGO CUTLERY VISIONS®
pyrex® CORNINGWARE® Snapware®

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Letter from President and CEO Ben Gadbois

Dear Team Member:

The Instant Brands Code of Business Conduct is one of the ways we put our values into practice at each Instant Brands company. It is built around the recognition that everything we do in connection with our work will be, and should be, measured against the highest possible standards of ethical business conduct. Our commitment to the highest standards helps us hire great people, build great products, and attract loyal consumers. Respect for our consumers, for the opportunity to delight, and for each other, are foundational to our success, and are something we must support every day.

Making good decisions and ethical choices in our work builds trust in each other and with our consumers, customers, and partners. You should never compromise your personal integrity or the company's reputation and trust in exchange for any short-term gain. We make ethical choices when integrity, honesty, and compliance guide our decision-making. We should always be transparent about our motives, learn from our mistakes, and ask for help when faced with a difficult situation.

Our Company Values are key to our success and must be prioritized to drive RESULTS and maintain our INTEGRITY. They are:

- We are ONE TEAM that drives results and creates value together.
- We love our consumers and we WOW them!
- We challenge each other, always have an OPEN MINDSET, and welcome new ideas.
- We are a GLOBAL company and we think and act globally.
- We have INTEGRITY in all that we do.

Please read the Code of Business Conduct and remember our Values. We must follow both in spirit and letter. Each of us has a personal responsibility to incorporate, and to encourage others to incorporate, the principles of both the Code of Business Conduct and our Values into everything that we do. If you have a question or ever think that one of your fellow Team Members or the company as a whole may be falling short of our commitment, don't be silent. We want – and need – to hear from you. We are ONE TEAM that drives results and creates value TOGETHER. We can't do that without each of YOU.

Sincerely,



Ben Gadbois, Chief Executive Officer

Code of Business Conduct for each Instant Brands Member Company

This Code of Business Conduct (this “Code”) applies to each and every employee of an Instant Brands company. The references to Instant Brands contained in this Code applies to each and every InstantBrands company.

Our company values are reflected in this Code, and it is important that our business partners act with the same level of integrity and ethics that we expect from our employees. For this reason, we expect our business partners and their employees to act in a manner that is consistent with the standards set forth in this Code. We will take appropriate measures to address business partners that have not met our expectations under this Code.

Instant Brands Hotline

Throughout this Code, you will be given advice on where to turn for additional information or who to call if you suspect that someone has violated a business conduct guideline. The most important thing to remember is that when you do have a question, **DON’T TAKE CHANCES!** Get the right answer. Ask your supervisor. If your supervisor doesn’t know the answer, it is his or her responsibility to find the answer and get back to you.

If, for some reason, you do not feel comfortable talking with your supervisor, you do have options. Contact the head of your functional group, your Human Resources Manager, the Legal Department or call the Instant Brands Hotline.

- **Website:** <https://www.lighthouse-services.com/instantbrands>
- **Toll-Free Telephone:**

Australia (Optus)	1-800-551-155
Australia (Telstra)	1-800-881-011
Canada: English	844-280-0005
Canada: French	855-725-0002
Canada: Spanish	800-216-1288
China (North, Beijing CNCG)	108-888
China (South, Shanghai – China Telecom)	10-811
Japan (KDDI)	00-539-111
Japan (NTT)	0034-811-001
Japan (Softbank Telecom)	00-663-5111
Malaysia	1-800-80-0011
Mexico	01-800-681-5340
Singapore (SingTel)	800-011-1111
Singapore (StarHub)	800-001-0001
Korea, Republic (KT)	00-729-11
Korea, Republic (LGU+)	00-369-11

Korea, Republic (Sejong Telecom)	00-309-11
Korea, Republic (US Military Bases KT)	550-HOME
Korea, Republic (US Military Bases Sejong Telecom)	550-2USA
Taiwan	00-801-102-880
United Kingdom	0-800-89-0011
USA: English	844-280-0005
USA: Spanish	800-216-1288
Any Other	800-603-2869 (must dial country access code)

- **E-mail:** reports@lighthouse-services.com (must include company name with report)
- **Fax:** (215) 689-3885 (must include company name with report)

Instant Brands customers and suppliers also have a responsibility to report Instant Brands employees who violate business and conduct policies. The customers and suppliers can also call the Hotline.

Calls to the Hotline are kept confidential and may be made anonymously. If known, the identity of the caller will not be given to anyone except as required by law or as needed for investigative purposes. Any employee who retaliates against another employee, customer, or supplier for submitting a question or report of a suspected violation (whether on the Hotline or otherwise) will face disciplinary action.

Compliance with Anti-Corruption Laws, Interacting with Government Officials, and Offering Gifts and Entertainment

Bribery is illegal and we prohibit bribery of any kind. An improper payment to gain an advantage in any situation is never acceptable and exposes you and Instant Brands to reputational damage and the possibility of criminal sanctions and/or civil liability pursuant to national, state, local, and foreign anti-bribery laws. Special care is required when dealing directly or indirectly with government officials (which includes employees of government-owned or controlled enterprises) because special laws and considerations apply to providing things of value to such officials. The sanctions for violating these laws can be severe, including significant individual and corporate fines, and even imprisonment. Instant Brands employees must not pay bribes to government officials, and must comply with all anti-bribery and corruption laws and regulations that are applicable to our business.

The prohibitions against improper payments include offering gifts or business entertainment for improper purposes. For that reason, expenditures directly related to the promotion or demonstration of the Company's business products or services may be acceptable if they are (a) approved by a member of the Executive Team as required by the Travel and Other Business Expense Policy and (b) reasonable and are not made to secure an improper advantage. However, nothing should be offered to a government official, or to anyone, if it could reasonably be perceived as an attempt to influence a business or official decision and/or obtain or retain an unfair business or any advantage, or if it would adversely affect the Company's reputation. These principles must be followed regardless of the monetary value of anything given to a government official or any other third party.

The Foreign Corrupt Practices Act ("**FCPA**"), the most relevant anti-bribery law in the U.S. that applies to Instant Brands' business, prohibits offering, promising, paying, giving, or authorizing the

paying or giving of money or anything of value to non-U.S. government officials or candidates for non-U.S. political office in order to influence a business or official decision and/or obtain, keep, or direct business or any other improper advantage. Indirect payments made through a third party, such as a consultant, distributor or sales representative, are also prohibited. Instant Brands maintains procedures designed to ensure that any intermediaries we work with are reputable and comply with anti-bribery and corruption laws, including the FCPA.

Instant Brands also maintains a system of adequate internal accounting controls and keeps books and records that reflect all transactions and assets of the Company fairly, accurately and in reasonable detail to ensure transparency and prevent concealment of improper transactions. Instant Brands' books and records must not contain any false or misleading statements or entries, such as recording a gift expense as something other than a gift. Never maintain secret or unrecorded funds or assets or intentionally misclassify any transaction as to accounts, departments or accounting period. Maintain accurate, appropriate and reasonably detailed documentation to support all transactions, and preserve documents in accordance with the Company's records and information management policies.

Your Responsibilities

- Comply with the Company's Anti-Corruption Compliance Policy, and always maintain the highest ethical standards of the United States and each foreign country in which Instant Brands is doing business.
- Do not offer, promise, pay, give or authorize the paying or giving of anything of value, regardless of the amount, to non-U.S. government officials (including personnel of government-owned or controlled enterprises) without Legal approval.
- The provision of gifts and business entertainment must be handled appropriately in accordance with the Company's policies, including this Code and Instant Brands' Travel and Other Business Expense Policy (which, among other things, limits the giving of gifts and the payment of travel and entertainment expenses for third parties, and must never be offered with improper intent).
- Comply with Instant Brands' anti-corruption third party service provider due diligence procedures and confer with the Legal Department (legal@instantbrands.com) if you have any questions about the appropriate due diligence procedures.
- Work with Legal to ensure our agreements with third party service providers such as consultants, foreign distributors, sales representatives and other suppliers include anti-corruption/FCPA compliance provisions.
- Comply with Instant Brands accounting policies and internal control procedures.
- Do not use company assets for any unlawful or improper purpose.
- Do not create or maintain a secret or unrecorded fund or asset for any purpose.
- Do not make any false or misleading entries in Instant Brands records or make any payment on behalf of any Instant Brands company without adequate supporting documentation.
- Report violations of financial and accounting policies to your supervisor, the Legal Department, or the Instant Brands Hotline.

Consult with the Legal Department (legal@instantbrands.com) if you have any questions.

Antitrust

Competition is healthy for business and good for consumers. **Our policy is clear: We will compete based on the merits of our products and we will comply fully with both the letter and spirit of all U.S. and other applicable antitrust laws.**

Antitrust laws prohibit any employee from entering into an agreement or understanding (whether written or oral, and whether formal or informal) with a competitor on any action that affects, limits, or restricts competition. This includes agreements with a competitor that may address:

- Prices, cost, profits, or terms and conditions of sale
- Territories
- Limitations on products or services
- Production facilities or capacity
- Market share
- Customer or supplier allocation or selection
- Distribution methods
- Marketing or business strategy
- Research and development
- Recruitment and hiring of employees (e.g., “no poach” agreements)
- Compensation or benefits for employees

Even without an agreement or understanding, you should avoid sharing “competitively sensitive” information, including about the above topics, with competitors, as it may be viewed as evidence of an attempt to limit competition. Competitively sensitive information includes granular data that can be used to make competitive decisions; aggregated or historical data may be okay to share, but contact the Legal Department before sharing any questionable information.

Additional information on other business practices that may also violate antitrust laws is included below.

Participation in Trade Associations

Conducting joint activity under the umbrella of a trade association or in connection with a trade association meeting does not provide a shield from the antitrust laws. In fact, in many criminal antitrust prosecutions, at least one trade association meeting is alleged to have been involved in the conspiracy. Because of the possible antitrust difficulties that can arise in conjunction with trade association activities, Instant Brands employees should observe the following guidelines:

- We should not join any trade association or attend any trade association meeting unless there are clear business benefits to be obtained from the trade association and we have satisfied ourselves that the trade association has, and makes use of, competent antitrust counsel (i.e., that the trade association is properly managing antitrust risks).
- Notify the Legal Department prior to joining any trade association by sending an email to legal@instantbrands.com. You should include the name of the trade association, the date that we join the trade association, and the name of any employee who serves on the association’s board or any committee.
- Employees who attend a trade association meeting or who belong to a trade association must familiarize themselves with antitrust principles and legal pitfalls involved in trade association programs and conduct themselves accordingly.

Restraint of Trade

Conduct that may be considered a restraint of trade under antitrust laws must be avoided. This could arise, for example, if any Instant Brands company was part of a formal or informal arrangement to limit competition among our customers. To limit this risk, employees must refrain from discussing company programs concerning one customer with a second customer. We owe a duty of confidentiality to each customer as well, so there is no reason to discuss anything about our customer relationships.

Resale Price Maintenance

It is illegal to require or coerce a resale price charged by a customer or distributor. Our Minimum Advertised Price (“**MAP**”) Policy covers advertising of certain products by our customers and has been structured and is enforced to avoid Resale Price Maintenance prohibitions.

Most Favored Nation Clauses (MFNs)

Garden-variety clauses in which a seller (or licensor) agrees to give buyer (or licensee) best terms made available to any other buyer are generally acceptable and can reduce transaction costs, but such agreements should not be used as a mechanism to monitor and fix prices across competitors in a given market, to the extent this would be possible.

Monopolization

It is illegal for a company to “monopolize” a market. While Instant Brands believes that none of its companies has a monopolistic position in any relevant market, its employees must still avoid any conduct that could be termed “predatory” or “exclusionary,” and therefore deemed as monopolistic. Examples include:

- The setting of very low prices to drive out a competitor with the intention of raising those prices once the competitor has been driven out of the marketplace. In general, in the absence of a sound business reason that is not related to competition (e.g., the sale of excess or obsolete inventory), sales below our marginal cost could be presumed to be predatory.
- Taking any other action specifically aimed at harming any individual competitor. This may include, for example, engaging in “exclusive” contracts with distributors, dealers, or customers in a way that makes it substantially more difficult for buyers to access critical inputs or other suppliers to gain access to customers. Our business decisions and our marketing practices should all be made positively with a view toward increasing our own profits rather than negatively with a view toward reducing another company’s sales or profits.

Tying Arrangements

Tying arrangements exist when the company conditions the sale of one product on the buyer purchasing some other separate and unrelated product. This can raise antitrust concerns. Instant Brands’ products should all be able to stand up in the marketplace on their own.

Conditional Pricing

Loyalty discounts or discounts for buyers who purchase two or more products together (bundled offers) should be employed to compete effectively in the marketplace, not to harm or eliminate other competitors.

Restrictions on Our Distributors

In general, Instant Brands employees should consider our distributors to be independent businesses that are entitled to make their own business decisions. We should not dictate:

- the price at which they should sell our products, or
- the customers to whom they can or cannot sell.

Price Discrimination

U.S. antitrust laws can also prohibit us from selling the same product at different prices to different customers when that price difference might have an adverse effect on competition. In other words, we must treat all similarly situated customers the same. This general rule applies in most non-U.S. locations as well. To ensure we comply with all applicable laws, Instant Brands’ standard pricing practices, and any deviations, must be approved by our Legal Department.

Reciprocity

Our products should be sold on the basis of price, quality, and service. We should be buying the products of others based on those same considerations. We should not attempt to sell our products to other companies on the basis of purchases we may make from those other companies, nor should we allow other companies to make us buy their products simply because we sell products to them. Violations of this principle—sometimes called “reciprocity”—can raise antitrust implications.

Restrictions on Dealing In Goods of a Competitor

A company requirement that we will sell our products to a customer only on the condition that the customer refuse to deal in goods of our competitors can raise antitrust concerns. It could also be held to be an unfair method of competition. Instant Brands’ salespeople should not condition the sale of our products on our customers’ refusal to deal with other suppliers.

Your Responsibilities

- Never discuss or agree with competitors on any arrangement to fix prices or wages or divide or allocate markets or employees.
- Never discuss or agree with a competitor to restrict either party’s discretion to manufacture any products, provide any service, or sell to / buy from a third party.
- Never discuss or agree with a dealer or distributor to: restrict the dealer’s discretion to use or resell one of the company’s products unless you consult the Legal Department; or condition the sale of a product or service on the dealer’s purchase of another product or service from the Company.
- Do not exchange granular data that can be used to make competitive decisions; aggregated or historical data may be okay to share, but contact the Legal Department before sharing any questionable information.
- Never discuss the Company’s business relationship with one customer with another customer. If a customer asks about our company’s pricing/programs with a second customer, put an end to the conversation even if that means leaving the meeting. Please note that our e-commerce and Retail Store businesses should each be considered a customer for this purpose.
- Refer to Instant Brands’ MAP and standard pricing policies and contact the Legal Department before making any deviations from these policies.
- Contact the Legal Department (legal@instantbrands.com) for prior approval before any meeting with a competitor. If you attend a trade association meeting and competitors are present, never discuss at the meeting or at any social gathering prices, costs, sales, profits, market shares, or other competitive subjects beyond the realm of industry-wide trends. If such matters enter into the discussion, stop the discussion, or leave the meeting or social gathering—stating why you are leaving—and notify the Legal Department.

Consult with the Legal Department (legal@instantbrands.com) if you have any questions.

Marketing

Our marketing and advertising should always be truthful. If we make claims about our products, the prices of our products or the performance of our products, we need legally adequate evidence to substantiate those claims. The standard for what is adequate substantiation for any product claim needs to be determined in consultation with the Legal Department on a case-by-case basis. We should not label or market our products in any way that might cause confusion between our products and those of any of our competitors. Certain words and phrases used in advertising (including on packaging) trigger special regulations and considerations (e.g., NEW, FREE, SATISFACTION GUARANTEED, FREE TRIAL OFFER, etc.). Similarly, we should be alert to

any situation where a competitor may attempt to mislead potential customers as to the origin of products and inform appropriate management or the Legal Department.

If we offer advertising or promotional allowances, we should offer them on a proportionately equal basis to all of our customers. Advertising and promotional allowances are subject to very detailed and technical regulation under the Robinson-Patman Act, which requires competing customers to be treated in the same manner with respect to a given product. Any exceptions are subject to prior approval from the Legal Department.

The Legal Department must be consulted in advance of the promotion of a sweepstakes, contest or other giveaway, whether through email, our corporate websites, or any social media platform such as, but not limited to, Instagram, Pinterest, Facebook or Twitter, to ensure the promotion complies with applicable laws and the rules of the platform on which the campaign will be launched or advertised. Due to tax ramifications of product giveaways, the Tax Department and Finance Department must also be consulted.

Online marketing raises marketing, privacy and third-party platform terms issues. Consult with the Legal Department before launching an online advertising campaign.

Engaging influencers in connection with our products triggers a number of contractual and regulatory obligations for us and the influencer. Consult with the Legal Department before engaging with influencers (including giving free product away).

Engaging in marketing programs that indicate (via implication or otherwise) that doing business with us or interacting with us will benefit a charitable organization will trigger a number of contractual and regulatory requirements. Consult with the Legal Department before initiating any such program.

We should not disparage any of the products, services, or employees of any of our competitors. If we do engage in any comparison of our products against those of our competitors, such comparisons should be fair and based on the value proposition and attributes of our own products and all claims must be substantiated and truthful. Comparative advertising is also subject to regulation and should, therefore, be cleared with the Legal Department beforehand. All use of the company's trademarks and trade names should be used in accordance with our policies governing such use, and the Legal Department must always be consulted with respect to contemplated new uses of our trademarks and trade names.

We will not use gifts, excessive entertainment, or any other ways to improperly influence our potential customers. We will market our products on the basis of our price, quality, and service. The company will not pay any bribe, gratuity, kickback, or any similar payment to anyone, including agents of our customers or members of their family, in connection with the sale of any of our products. Should any such payments be requested, the Legal Department should be contacted immediately. The company policy is to forego any business that can only be obtained by improper or illegal payments. The company will not pay "push money," or secret payments, to our customers in order to induce them to sell our products over those of our competitor.

Your Responsibilities

- Ensure our advertising is truthful, and the product claims we make are substantiated with product testing or similar objective data. Always contact the Legal Department (legal@instantbrands.com) for questions relating to substantiation of product claims and comparisons to the marketplace.
- Always offer advertising and promotional allowances on a proportionately equal basis to all customers.
- Don't disparage our competitors.

- Never offer a bribe of any sort in connection with the sale of any of our products.

Sustainability

Instant Brands aims to integrate a philosophy of sustainable development into the Company's activities and to establish and promote sound environmental practice in our operations.

Instant Brands aspires to minimize its impact on the environment and maximize its effective use of limited and non-renewable resources. We strive to achieve greater environmental sustainability through increased awareness and effective communication with our team members, vendors, and suppliers of our commitment. Instant Brands makes a commitment to use its best efforts to:

- manufacture and/or source products that incorporate renewable, recycled, recyclable, and biodegradable materials whenever possible; and
- make design considerations to conserve raw materials, water, and energy used in the manufacturing process; and
- address end-of-life management and recovery options for the materials that make up our products.

Your Responsibilities

- Understand the Company's Sustainability Policy.
- Understand and follow company environmental guidelines applicable to your work activities.
- Ensure required environmental records and labels are complete, accurate, and truthful.
- Properly handle, store, or dispose of hazardous materials in full compliance with the Instant Brands program and applicable regulations.
- Notify your supervisor and manager of any violations of Instant Brands environmental guidelines.
- Report any spills and other releases of petroleum or hazardous substances.
- Prevent the risk of spills and other releases of petroleum or hazardous substances.
- Ensure that Instant Brands complies with emissions limitations and permit conditions.
- Notify supervisory personnel and Environmental staff of any apparent violations of regulations, permits, or company guidelines.
- Suggest improvements for reducing or eliminating wastes or emissions.

Global Sourcing

Our Global Sourcing principles are tools that support our corporate reputation and, therefore, our commercial success. They assist us in selecting business partners that follow workplace standards and business practices that are consistent with our company policies and values. We expect our business partners to operate workplaces where the following standards and practices are followed:

1. We will seek to identify and use business partners who conduct business ethically and in compliance with applicable laws.
2. We will only do business with partners whose workers are in all cases present voluntarily, not put at risk of physical harm, fairly compensated, allowed the right of free association, and not exploited in any way. In addition, the following specific guidelines will be followed:
 - Wages and benefits will comply with all applicable law or match prevailing industry practices.
 - Work hours will not exceed the local norm except for appropriately compensated overtime.
 - Human trafficking, child labor, and forced labor will not be tolerated.
 - Workers shall be employed on the basis of their ability to do the job, rather than on the basis of personal characteristics or beliefs.
 - Corporal punishment or other forms of mental or physical coercion will not be tolerated.

3. We will only do business with partners who share our commitment to the environment and sustainability, and who conduct their business in a way that is consistent with our environmental philosophy and guiding principles.

Your Responsibilities

Ensure that our business partners conduct their operations under a set of ethical standards compatible with those of the company.

U.S. Economic Sanctions Laws and Regulations

Instant Brands, its member companies, and its affiliates, both U.S.-based and non-U.S. based, are all subject to or affected by U.S. laws and regulations applying economic sanctions against certain countries and individuals (the “**Economic Sanctions Laws**”).

The Economic Sanctions Laws are updated from time to time and, generally speaking, prohibit or significantly limit transactions to varying degrees in certain countries (“**Sanctioned Countries**”) that engage in geo-political activities the U.S. Government wants to discourage. As of October 2021, Sanctioned Countries included Cuba, Iran, North Korea, Syria, Turkey, and Venezuela. There are also sanctions against individuals and activities centered in certain other countries (e.g., Balkans, Belarus, Burundi, Central African Republic, Democratic Republic of Congo, Hong Kong, Iraq, Lebanon, Libya, Mali, Myanmar, Nicaragua, Somalia, Sudan and Darfur, South Sudan, Ukraine/Russia, Yemen, and Zimbabwe).

The Economic Sanctions Laws also prohibit transactions with certain identified individuals and entities (“**Sanctioned Parties**”) that are closely associated with the objectionable activities of Sanctioned Countries or that are believed to be engaged in other activities, like terrorism and drug trafficking, that the U.S. Government seeks to disrupt. Also included as Sanctioned Parties are individuals and entities that are believed to be facilitating the objectionable activities of other Sanctioned Parties, like banks and other financial institutions thought to be vehicles for money laundering schemes.

The Economic Sanctions Laws are administered by the United States Treasury Department, Office of Foreign Assets Control (“**OFAC**”), and the relevant restrictions and regulations are sometimes referred to as the “OFAC Sanctions”. Updated sanctions targets can be found using the OFAC search engine.

Instant Brands has adopted a policy and procedure for assuring compliance with the Economic Sanctions Laws. The relevant compliance procedures are focused primarily on (1) identifying foreign persons and entities with whom Instant Brands transacts business who might present a significant potential for doing business with or in Sanctioned Countries or who might present a significant risk of being themselves Sanctioned Parties or being associated with Sanctioned Parties and then (2) conducting clearance activities with respect to such persons and entities, by reference to OFAC promulgated lists of Sanctioned Countries and Sanctioned Parties.

Certain company personnel who are in a position to assist in such identification and clearance activities have been given more focused training in OFAC Sanctions matters and have been assigned specific responsibilities in the conduct of Instant Brands’ OFAC compliance activities.

Beyond that, the company’s Anti-Corruption Compliance Policy calls for communications with the broader community of company personnel who participate in this annual review, and certification of compliance with this Code of Business Conduct. The purpose is to sensitize employees to the general requirements of the Economic Sanctions Laws and obtain your support in the compliance effort.

Your Responsibilities

- If you are an Instant Brands employee designated to participate more directly in the Economic Sanctions Laws compliance effort, you should endeavor to diligently fulfill the relevant compliance functions assigned to you.
- Other company personnel should be on the alert for transactions with non-U.S. and non-Canadian persons and entities that:
 - are not being arranged through normal Instant Brands channels, for fear they may be bypassing normal OFAC Sanctions compliance clearance procedures; or
 - they consider to be suspicious in any other respect, including transactions with persons or entities in any of the Sanctioned Countries identified above.

Any questions concerning the Economic Sanctions Laws should be directed either to the Instant Brands Legal Department (legal@instantbrands.com).

Financial Records

A variety of laws require the company to record, preserve, and report financial information to investors and government agencies. Employees must record financial information accurately, completely, and timely in accordance with generally accepted accounting principles and company procedures. The laws prohibit entries that intentionally conceal or disguise the true nature of any Instant Brands transactions. All receipts and disbursements of funds must be properly and promptly recorded. Financial information must be kept confidential and only released with the approval of the Chief Financial Officer.

Your Responsibilities

- Do not make an inaccurate, false, or misleading entry in company books and records.
- Immediately report any inaccurate, false, or misleading records to your supervisor, the Chief Financial Officer, Corporate Controller, Chief Legal Officer, or the Instant Brands Hotline.
- Do not make or approve payments without adequate supporting information, or if any part of the payment is to be used for any purpose other than the purpose described in the supporting documentation.
- If you participate in the preparation of financial reports or the transactions supporting such financial reports, know and follow company accounting policies and internal control procedures.
- Any temporary employee involved in such duties should sign a confidentiality agreement in favor of the company and be properly managed to ensure compliance with this Code of Business Conduct.
- Follow the company's records retention policy and schedule.

Trade Secrets/Confidential Information

Instant Brands employees must appropriately safeguard the company's confidential information and the confidential information of our suppliers, customers, and other third parties with which we do business. In this regard, Instant Brands employees should refuse any improper access to our own confidential information and that of any other company with which we do business, and we should respect the confidentiality of the proprietary information of our personnel, service providers, and competitors.

Confidential information includes any information regarding our business that is not generally available to the public. Because such information may be useful to our competitors, it is imperative that we take great care in handling such information. Unauthorized use or distribution of confidential information violates company policy and could be illegal. Such use or distribution could result in negative consequences for both Instant Brands and the individuals involved, including potential legal

and disciplinary actions. Common examples of company confidential information include such things as:

- Financial data, both historical and projected and budgeted
- Sales and margin figures
- Planned new products
- Expansion plans
- Planned advertising programs
- Manufacturing plans
- Supplier and customer lists
- Personal information about employees, contractors, or customers
- Any document or drawing labeled as confidential or proprietary

Your obligation to protect Instant Brands' confidential information continues even after you leave the company, and you must return all confidential information in your possession upon leaving the company.

Your Responsibilities:

- You should discuss any company confidential information, or information about any other party that we are obligated to keep confidential, only with others within the company on a need-to-know basis.
- You should not disclose company confidential information to anyone outside of the company unless the conditions set forth below in this paragraph are met. Before you disclose our own confidential information to any people outside of the company, there must be a valid business purpose for doing so and they must have signed an appropriate confidentiality agreement, which can be provided by our Legal Department. Information provided to third parties pursuant to a confidentiality agreement should be marked as "Confidential" to reinforce the protection we expect under the confidentiality agreement.
- You should be vigilant to avoid inadvertent disclosures of our confidential information that may arise in social conversations, in normal business relations with our suppliers and customers, or otherwise.
- You must fully respect the trade secrets and confidential information of your previous employers and the previous employers of our employees, and you must not use such trade secrets or confidential information in your own work in our organization.
- You must abide by our confidentiality agreements with suppliers and other third parties, and make sure you know whether such an agreement exists (and, if it does, the terms thereof) before disclosing any information about a supplier or other third party with anyone outside of the company or anyone within the company that does not have a need to know such information. Often, even the disclosure of the existence of a relationship between Instant Brands and a given supplier may violate a confidentiality obligation owed to Instant Brands and the supplier.
- Given the potential for disclosures of confidential information, no Instant Brands employee is permitted to participate in or serve as a consultant to an Expert Network (as defined below), or any similar organization. An "Expert Network" is a group of professionals who are paid by outsiders for their specialized information and research services.

Privacy and Data Protection

Instant Brands employees must appropriately maintain the privacy and security of personal information of its customers, employees, and consultants. "**Personal information**" includes information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual person, personal device, or household or is otherwise defined or regulated as personal information by applicable law. This

includes information that directly identifies you (such as your name, email address, Social Security Numbers or other government-issued identifier, employee identification numbers, fingerprints and facial recognition scans, photographs, or financial account number) but also includes information which has been linked to those identifiers (such as date of birth, telephone number, gender, and information about employee performance, all of which may be linked to a name or other identifier). This does not apply to information available from a public source (such as a telephone directory) or to aggregated information that Instant Brands may collect. Instant Brands may de-identify personal information (meaning to remove or irreversibly mask direct identifiers such as names and identification numbers) for valid business purposes. Such de-identified information is not personal information.

Instant Brands maintains policies and procedures to manage and protect personal information that the company collects, accesses, uses, discloses, stores, or otherwise processes. Personal information about Instant Brands customers, consumers, employees, or consultants is also Instant Brands confidential information. Please refer to Trade Secrets/Confidential Information above for additional information on relevant policies and your responsibilities.

Your Responsibilities

- Always comply with Instant Brands privacy policies and procedures, including the privacy policies posted on Instant Brands websites.
- Always comply with Instant Brands security policies and procedures.
- Always comply with Human Resources policies and procedures when handling personal information about Instant Brands employees and consultants.
- Do not use, access, disclose, or store personal information about Instant Brands customers, employees, or consultants unless it is specifically needed to perform valid business tasks on behalf of Instant Brands.
- Use, access, disclose, or store only the amount or level of detail of personal information necessary to perform your business tasks. For example:
 - If information about 100 individuals will achieve your objectives, do not use more records.
 - If sensitive personal information (such as Social Security Numbers, financial account numbers, driver's license numbers, health information) is not necessary to achieve Instant Brands business needs, remove or mask such sensitive data.
- Use de-identified information whenever de-identified information can accomplish your valid business task as effectively as identifiable personal information.
- Direct all third-party inquiries (such as questions from customers, service providers, business partners, government agencies, or the media) about Instant Brands privacy and security practices to the Legal Department (legal@instantbrands.com).
- Consult with the Legal Department (legal@instantbrands.com) before retaining any consultant, service provider, supplier, or any other third party that you believe may have access to personal information about Instant Brands customers, employees, officers, and consultants.

Consult with the Legal Department (legal@instantbrands.com) if you have any questions.

Public Communication

Instant Brands prospers not only by our customers' acceptance of our products, but also by the public's acceptance of our conduct. As a company, we respond to public inquiries—including those from the news media, government agencies, and others—with prompt, courteous, and honest

answers that are careful not to reveal confidential information. All inquiries of this type should be forwarded to the Legal Department (legal@instantbrands.com). These inquiries will then be forwarded to our corporate spokesperson who, along with appropriate members of relevant business units and select members of our executive leadership, will coordinate public statements by the company.

Health and Safety

Providing and maintaining a safe and healthy work environment is of primary concern to everyone at Instant Brands. Each of us is responsible for knowing and complying with all safety policies, regulations, and rules that apply to our job. Following these requirements helps ensure not only your safety, but also the safety of your co-workers.

Supervisors must know, understand, and demand compliance with the safety laws and regulations that apply to their areas of responsibility. For U.S.-based supervisors, that means compliance with all applicable state health and safety laws and all provisions of the Occupational Safety and Health Act and regulations related to it.

Your Responsibilities

- Always comply with Instant Brands health and safety procedures.
- Always take appropriate safety precautions, including wearing and using safety equipment, and using seatbelts while driving or riding company vehicles.
- Be alert to the safety conditions and corresponding risks at your workplace, and take responsibility for addressing unsafe conditions you encounter at work. If you see something, do something!
- Notify your Facility Manager of any hazardous conditions or another employee's failure to use safety equipment or to follow safety procedures.
- Hire only reputable contractors who agree to abide by applicable health and safety laws.
- Suggest any improvements you believe would enhance Instant Brands' health and safety procedures.

Compliance with Laws and Regulations

Obeying the law, both in letter and spirit, is the foundation on which Instant Brands' ethical standards are built. Each employee has an obligation to comply with the laws of the municipalities, states, provinces and countries in which Instant Brands operates. **Instant Brands' policy is clear: We will not tolerate any activity that violates laws, rules or regulations applicable to the company.**

This includes, without limitation, laws covering bribery and kickbacks, intellectual property including patents, copyrights, trademarks and trade secrets, information privacy, insider trading, illegal political contributions, antitrust prohibitions, foreign corrupt practices, offering or receiving gratuities, environmental hazards, discrimination or harassment, occupational health and safety, false or misleading financial information or misuse of corporate assets. Each employee is expected to understand and comply with all laws, rules and regulations that apply to his or her job position. If any doubt exists about whether a course of action is lawful, immediately seek advice from a supervisor and the Legal Department (legal@instantbrands.com).

Political Contributions and Activities

Instant Brands employees are encouraged, as individuals, to engage in political activities, such as voting in elections, or making personal contributions in support of candidates or parties of their choice. You are also encouraged to express your views on government, legislation, and other matters of local and

national interest. These activities, however, must be undertaken on your own time and at your own expense.

Instant Brands complies with all laws restricting direct or indirect contributions to a political party or candidate, and the establishment and funding of political action committees in connection with federal, state and local elections.

Instant Brands will not attempt to dictate to any employee which political party or view to support. Under no circumstances will any employee be compensated or reimbursed for personal political contributions or be given or denied employment or promotion as a result of making or failing to make a political contribution.

Your Responsibilities

- Do not conduct political activities on Instant Brands' time, or use Instant Brands' property or equipment for this purpose.
- Obey restrictions imposed by law upon corporate participation in politics.
- Make clear that the political views you express are your own, and not those of Instant Brands.

Anti-Discrimination and Harassment

Instant Brands is committed to the fair and respectful treatment of its employees. An employee's qualifications, skills, and achievements or potential are the only factors upon which decisions concerning hiring, performance appraisals, and promotions are based. These decisions must be arrived at without regard to race, color, sex, national origin, religion, age, disability, sexual orientation, gender identity, gender expression, marital or family status, veteran status, or any other category protected by law.

Instant Brands is also committed to a work environment free discriminatory behavior or sexual or other harassment. Employment decisions will not be based on submission to or rejection of conduct indicating hostility or disdain for an individual on any illegal basis. Furthermore, Instant Brands will not tolerate conduct that improperly interferes with work performance or creates an inappropriate hostile, intimidating, or offensive work environment for any Instant Brands employee, whether or not the conduct involves a legally protected personal characteristic such as race or gender.

Simply put, Instant Brands has a strict policy against harassment of any kind, including, without limitation, any action in the workplace that intimidates, insults, offends, or ridicules an employee because of race, color, gender, age, sexual orientation, gender identity, gender expression, religion, national origin, ancestry, disability, marital status, or any other category, whether or not protected by law. Instant Brands' management is responsible for taking an active and positive role to ensure a harassment-free workplace for all employees. This policy applies to all employees at all locations, company-sponsored social or other events (including those off-premises or off-hours), including activities where you represent Instant Brands, and even online. This policy also applies to consultants and temporary workers within, and visitors to, Instant Brands.

Instant Brands employees who believe this policy has been violated (whether against themselves or another employee) should immediately contact their supervisor, local Human Resources representative or the Vice President of Human Resources or should immediately communicate the violation to the Company Hotline. Once a complaint of harassment has been received, an investigation will be promptly conducted. If the investigation reveals that an Instant Brands employee has engaged in conduct constituting harassment (or has retaliated against the employee who lodged the complaint), management will take appropriate disciplinary action, up to and including immediate termination of employment. An investigation of all allegations will be promptly undertaken under the direction of the appropriate HR professional, and all persons involved will be treated respectfully.

Instant Brands prohibits any form of retaliation against any individual who reports what she or he believes to be a bona fide complaint under this policy or who assists in the investigation of a report of a complaint.

What Is Harassment?

Harassment is defined as conduct that denigrates or shows hostility towards an individual for any reason, including, without limitation, due to the individual's race, gender, religion, sexual orientation, gender identity, gender expression, disability, marital status, ancestry, or other category protected by law. Examples of conduct constituting harassment may include, but are not limited to:

- Derogatory comments, slurs, or epithets.
- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.
- Derogatory posters, photography, cartoons, or gestures.
- Physical conduct such as unwanted touching, blocking normal movement, or interfering with work directed at you because of your sex or other protected basis.
- Retaliation for opposing, reporting, or threatening to report prohibited harassment or for participating in an investigation.

If you feel you have been the target of harassment or you have witnessed harassment, you must immediately report the incident to your supervisor, local Human Resources representative or to the Vice President of Human Resources or report it to the Company Hotline. You should also consider appropriately confronting the harasser.

Your Responsibilities

- Do not treat any employee differently because of his or her race, color, sex, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, marital or family status, veteran status, or other category protected by law.
- Do not intimidate, insult, offend or ridicule an Instant Brands employee or any third party engaged in business with Instant Brands.
- Understand and follow Instant Brands' policy on equal employment opportunities.
- Notify supervisory personnel, your Human Resources Manager, a Vice President of Human Resources, Chief Human Resources Officer or the Company Hotline of any discrimination or harassment that you experience or witness.
- Do not make or tolerate slurs, derogatory remarks, demeaning stereotypes or jokes, or engage in mocking, pranks, or any other conduct of a hostile nature directed at someone because of race, color, sex, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, marital or family status, veteran status, or any other illegal consideration.

Workplace Violence

Instant Brands has zero tolerance for acts or threats of violence in the workplace. Any talk of violence or joking about violence will not be tolerated. Violence includes, but is not limited to, physical harm, shoving, pushing, harassing, intimidating, coercing, or threatening or talking of engaging in any of those activities. The aim of Instant Brands is to ensure that employees and others associated with our business never feel threatened or intimidated in the workplace. Furthermore, weapons are prohibited anywhere on company premises, including parking lots, and at company-sponsored activities.

Instant Brands employees who believe this policy has been violated (whether against themselves or another employee) should immediately contact their supervisor, local Human Resources

representative, the Vice President of Human Resources or the Company Hotline. Once a complaint of workplace violence has been received, an investigation will be promptly conducted. If the investigation reveals that an Instant Brands employee has engaged in conduct constituting workplace violence under company policy, management will take appropriate disciplinary action, up to and including immediate termination of employment.

Your Responsibilities

- Do not engage in any improper physical contact with any employee or threaten to engage in such contact.
- Be alert to others who are engaging in workplace violence, or threatening to do so, and immediately report that to your supervisor or HR manager.
- Do not bring any weapon onto any company premises.

Diversity, Inclusion and Equity

Instant Brands is committed to cultivating, supporting and promoting a high-performance, positive culture through diversity and inclusion strategies. Diversity goes beyond race, ethnicity and gender and encompasses the creation of an inclusive, productive and respectful culture where every employee is fully valued and participates and contributes to the Company's success.

Instant Brands values the diversity of its employees and strives to:

- Be representative of today's workforce by maintaining policies that encourage diversity and inclusiveness and enable Instant Brands to attract, hire, and leverage the best employees at all levels of the company.
- Promote understanding and respect in all interactions with other employees. All employees have the right to expect a workplace that is free of conduct that is of a harassing or abusive nature.
- Make an affirmative effort to consider candidates that are reflective of today's workforce when making hiring and promotional decisions.
- Base employment decisions on performance. Recruit, hire, train, develop, and promote persons in all job classifications without regard to race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, gender expression or other categories protected by law. Be discrimination free.
- Encourage the use of diverse suppliers. Consider and value them by the same diversity principles and guidelines that we follow for our employees.
- Participate in the creation of a diversity-friendly work environment. Take personal ownership for making day-to-day decisions that reflect our diversity principle. When business necessity makes it feasible, look for win/win situations that are work/life compatible.

For further guidance, contact your HR manager, Vice President of Human Resources or the Chief Human Resources Officer.

Your Responsibilities

- Understand the Company's Diversity, Inclusion and Equity Policy.
- Promote understanding and respect in all interactions with other employees.
- Base employment decisions on performance.
- Encourage the use of diverse suppliers.
- Participate in the creation of a diverse work environment at Instant Brands.

Conflicts of Interest

Our employees, officers and directors have an obligation to act in the best interest of Instant Brands. All employees, officers and directors should endeavor to avoid situations that present a potential and actual conflict between their interest and the interest of the company. A conflict of interest may arise when an employee takes an action or has an interest that may make it difficult for that person to perform his or her work objectively and effectively. Conflicts of interest may also arise when an employee (or his or her family members) receives improper personal benefits as a result of the employee's position in the company.

Conflicts of interest arise when the personal interests of an Instant Brands employee influence, or appear to influence, that employee's judgment or ability to act in Instant Brands' best interest. Instant Brands employees are prohibited from taking any action that would create a conflict of interest and should avoid even the appearance of a conflict of interest.

Specifically, without complying with the obligations below, no Instant Brands employee may hold a position with, or have substantial interest in, any business that conflicts with or might appear to conflict with, his/her work on behalf of Instant Brands. Likewise, without complying with the obligations below, no Instant Brands employee may conduct business with the company for personal benefit or for the benefit of a relative. This applies to any transaction or arrangement to which the company is a party in which the Instant Brands employee or his/her relative financially benefits.

Situations involving a conflict of interest may not always be obvious or easy to resolve. Before engaging in any activity that would be an actual or potential conflict of interest (and immediately upon the employee learning that his/her relative closer than a first cousin may engage or is engaging in any activity that may represent a conflict of interest for the employee), all relevant information must be disclosed in writing to your supervisor, for review by the Legal Department (legal@instantbrands.com). The Instant Brands employee cannot engage in any such activity without the Legal Department's approval.

In addition, "romantic" or sexual relationships between employees, or between an employee and a customer or vendor/supplier, may also constitute a conflict of interest. To avoid any such actual or potential conflict of interest, as well as potential complaints of favoritism or harassment, employees must promptly disclose to their supervisor any personal relationships that could be considered an actual or potential conflict of interest. To avoid any misunderstanding, there is a presumption of a conflict of interest where a romantic or sexual relationship exists between a supervisor/manager and a supervised/managed employee. In such circumstances, the supervisor/manager is required to immediately disclose the existence of the relationship to the Legal or Human Resources Departments. The Legal or Human Resources Department will evaluate the specific relationship and the individuals involved to determine whether an actual or potential conflict of interest exists and whether appropriate actions are required to eliminate or avoid an actual or potential conflict of interest.

Your Responsibilities

- Do not hold a position with, or financial interest in, another business that conflicts or appears to conflict with your duties or responsibility to Instant Brands. Given the potential for conflicts of interest, no Instant Brands employee is permitted to participate in or serve as a consultant to an Expert Network (or any similar organization).
- Do not conduct/transact company business with a relative unless it is approved by the Legal Department in advance. All employees must maintain independent judgment and high standards of conduct for honesty and fairness.
- Inform your supervisor or the Legal Department of any outside business position, employment, or consulting relationship (other than charitable, educational, or religious) that might be viewed as conflicting with your duties or responsibilities to the company.

- Disclose any substantial financial interest in or position that you or any relative (closer than a first cousin) have (including work as a consultant or advisor) with any competitor, supplier, customer, or other entity or person that has business dealings with Instant Brands.
- Disclose all relevant information to your supervisor or the Legal Department and obtain Legal Department approval before engaging in any activity that would be an actual or potential conflict of interest.
- Disclose all relevant information to your supervisor or the Legal Department immediately upon learning that your relative closer than a first cousin may engage or is engaging in any activity that may represent a conflict of interest for you.
- Disclose any romantic or sexual relationships as described above to your supervisor or the Legal or Human Resources Department.
- Report any violations of any of the foregoing conflict of interest obligations of which you become aware to your supervisor, the Legal Department or the Instant Brands Hotline.

Outside Employment Activities

Instant Brands respects the privacy of every employee to conduct his/her personal affairs. However, a full-time employee's primary work obligation is to Instant Brands. Outside activities, such as a second job or self-employment, must be kept totally separate from employment with Instant Brands. No Instant Brands employee may run a personal business on Instant Brands time or using Instant Brands resources. Similarly, no Instant Brands employee can allow such outside activities to detract from his or her job performance or require such long hours that it adversely affects their physical or mental effectiveness.

Employees are prohibited from taking for themselves business opportunities that are discovered through the use of corporate property, information or position. No employee may use corporate property, information or position for personal gain, and no employee may compete with the company. Competing with the company may involve engaging in the same line of business as the company, or any situation where the employee takes away from the company opportunities for sales or purchases of products, services or interests.

No Instant Brands employee can perform services for, or serve as an employee, consultant, officer or director, of any competitor, customer, supplier, or other entity or person that conducts business with Instant Brands, without first securing the approval of the Legal Department.

Your Responsibilities

- Do not use company time or resources for personal or outside business matters.
- Avoid work on behalf of any competitor, supplier, customer, or other entity or person that has business dealings with Instant Brands.
- Avoid any work that would require or create a risk that confidential information would be disclosed.
- Clear any potential conflicts involving outside activities or employment with the Legal Department.

Accepting Gifts, Gratuities, and Payments

Instant Brands provides excellent products and services and we expect the same quality and service from our suppliers and other business partners (including prospective employees). Accordingly, any attempt to influence purchasing or selling decisions with gifts, gratuities, or payments to Instant Brands employees is strictly prohibited.

Instant Brands employees CANNOT ACCEPT the following from any supplier, customer, other business partner, or anyone who wishes to do business with InstantBrands:

- Gifts of any kind (including, without limitation, gift cards) valued at more than \$50.
- Multiple gifts of any kind if the value of the gifts over a twelve-month period from a single provider exceeds \$50.
- Multiple gifts of any kind from all sources if the value of the gifts over a twelve-month period exceeds \$100.
- Contributions to an Instant Brands-sponsored event that exceed \$100.
- Discounts on any product or service not available to all employees.
- Loans of money, co-signature on a loan, or payment for personal cars or other property.

Given their especially sensitive role and its implications for the purpose of this policy, Purchasing Department personnel are not permitted to accept gifts of any kind (in other words, the amounts set forth in the first four items of the list above are deemed to be "\$0" for Purchasing Department personnel).

However, the company recognizes that token gifts and meals are courtesies often extended in the course of business dealings. Instant Brands employees (including Purchasing Department personnel) may not solicit, but MAY ACCEPT the following from suppliers, customers or other business partners:

- Refreshments or meals in the ordinary course of business, if infrequent and not lavish.
- Promotional or advertising items of nominal value that bear the supplier's, customer's or other business partner's name or logo and are commonly distributed.
- Tickets to sporting, theatrical, or cultural events, if infrequent and the cost is reasonable, and the recipient is accompanied by the supplier, customer, or other business partner.
- Recreational outings (e.g., a round of golf), provided such activities are infrequent, costs for entrance and incidentals are not excessive, Instant Brands employees are on their own time or have their supervisor's permission, and they are accompanied by the supplier, customer or other business partner.
- Complementary attendance to vendor-sponsored training or seminars, however, Instant Brands should pay all ancillary charges including travel and hotel.

An employee who receives a prohibited gift must return it. If that is not possible, the gift should be turned over to the employee's local HR department for donation to a charitable organization. The employee must inform his/her supervisor of this action and, if possible, advise the sender of the gift.

Any exceptions to these guidelines must be authorized in writing by the corporate officer to whom your function reports, in advance of the activity, and a copy of the authorization will be retained for your protection in your personnel file.

Your Responsibilities

- Never solicit or accept prohibited payments, gifts, or other favors from suppliers or other business partners, or those who wish to do business with InstantBrands.
- Return or politely decline any gift that exceeds \$50 in value.
- Clear any exceptions in advance with the corporate officer to whom your function reports.
- Never provide a prohibited payment, gift or other favor to a supplier, customer, or other business partner, or anyone who wishes to do business with Instant Brands.

Property of Instant Brands

Instant Brands employees are responsible for protecting Instant Brands' owned and leased property and equipment. This extends not only to tangible assets such as money, physical materials, and real property, but also to intangible property such as technologies, computer programs, business plans, trade secrets, and other confidential or proprietary information of customers and suppliers.

Reasonable precautions must be taken by every employee against theft, damage, or misuse of Instant Brands' property.

Generally, Instant Brands' property must not be used for any business or purpose other than for Instant Brands business. Employees should have no expectation of privacy in their use of Instant Brands' equipment or property. Employees must not borrow, give away, loan, sell, or otherwise dispose of Instant Brands' property—regardless of condition—**without specific authorization**. This includes the unauthorized use or duplication of computer software, whether developed by Instant Brands or purchased from an outside vendor (except for back-up and archival purposes). Any unauthorized use of Instant Brands' funds, equipment, or property could be considered theft or embezzlement.

Your Responsibilities

- Exercise appropriate care, custody, and control of company property (including supplies, equipment, facilities, files, documents, films, and electronically-recorded data or images).
- Do not use company equipment for personal use.
- Do not duplicate company software for personal use.
- Keep confidential information stored in its proper, secure environment when not being used.
- Suggest improvements for the maintenance or security of company property.
- Report any theft or misuse of company property to your supervisor, the Legal Department, or the Instant Brands Hotline.

Prohibited Substances

To protect the safety of employees and Instant Brands' operations, the following are strictly prohibited:

- The use, sale, possession, manufacture, and dispensing of drugs or controlled substances that are not available over-the-counter or subject to employee's valid prescription while performing company business, while on company premises, or while in a company vehicle.
- Being under the influence of illegal drugs or substances while conducting company business or duties.
- The use of a legal drug that substantially impairs the employee's job performance or creates a safety risk.

The consumption of alcohol in any situation that might impair an employee's ability to perform assigned duties is also prohibited. Reporting to work under the influence of alcohol is forbidden. At no time may alcohol be consumed in Instant Brands facilities or vehicles. Alcohol may not be consumed, sold, or even possessed on company premises without specific authorization by an executive.

Instant Brands retains the right to conduct searches to assure compliance with its policy on prohibited substances, and to perform drug testing as appropriate. Controlled, prohibited, or illegal substances will be confiscated by Instant Brands where appropriate, and turned over to the authorities.

Your Responsibilities

- Do not bring illegal drugs or alcohol onto Instant Brands property.

- Report any violation of Instant Brands guidelines or procedures pertaining to prohibited substances.
- Do not be under the influence of any illegal drugs or alcohol while performing Instant Brands business or while on Instant Brands premises or in an Instant Brands vehicle.
- Do not be under the influence of any legal drugs in a manner that substantially impairs your job performance or creates a safety risk while performing Instant Brands business or while on Instant Brands premises or in an Instant Brands vehicle.

Duty to Disclose

Our employees, investors and other stakeholders expect those working at Instant Brands to abide by the fundamental principles set forth in this Code of Business Conduct. Accordingly, any employee who becomes aware of any activity that might be considered a violation of the Code of Business Conduct is obligated to contact the Human Resources Department or the Legal Department (legal@instantbrands.com) promptly to disclose the details of such activity.

Disciplinary Action

Knowingly violating any standard discussed in this Code of Business Conduct may constitute a criminal offense, and violators could be subject to criminal prosecution. Violations of the Code that involve illegal behavior will be reported to the appropriate authorities. Further, actions contrary to the Code of Business Conduct (and any company policy, procedure or guideline) are, by definition, harmful to Instant Brands. Accordingly, violations, even in the first instance, can result in disciplinary action, up to and including termination of employment. However, the company recognizes that some violations may be technical, inadvertent, or the result of an honest mistake. Therefore, discipline, if any, will vary with the seriousness and frequency of the violation, and will take into account all mitigating circumstances. The company reserves the right to interpret this Code and the company's policies, procedures and guidelines in its sole discretion, and to exercise its sole discretion as to appropriate disciplinary action. Further, Instant Brands' Code of Business Conduct is not an employee contract and compliance with it does not create a contract for continued employment.