

GLOBAL CODE OF BUSINESS CONDUCT

July 2021

Nexgen Packaging has developed this Global Supplier Code of Business Conduct (“Code”) to reflect our commitment to conduct our business activities in full compliance with applicable laws and regulations; and to be guided by integrity and honesty in all of our business dealings. It is also the code that Nexgen Packaging has adopted. The Code helps Nexgen Packaging maintain this commitment by setting standards to which Nexgen Packaging expects its suppliers, their employees, agents, subcontractors, and other representatives (collectively referred to as “Suppliers”), to respect and adhere to when conducting their business dealings. It is the Supplier’s responsibility to educate its employees, agents, subcontractors, and other representatives accordingly.

The Code is applicable to Nexgen Packaging and its suppliers. The Code contains the minimum standards applicable to Nexgen Packaging and its suppliers. Suppliers may have individual contracts with Nexgen Packaging that contain specific provisions and/or agreements relating to these standards. The Code is not meant to supersede such provisions and/or agreements and, to the extent there is any inconsistency between the Code and such provisions and/or agreements, the provisions and/or agreements in the separate contract shall control.

Suppliers shall be in material compliance with, and require its subcontractors and any person under its control to materially comply with, all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights (including, without limitation, human trafficking and slavery and conflict mineral sourcing), environmental protection, sustainable development and bribery and corruption, including any legislation or regulation implementing the Code (the “Rules”). Nexgen Packaging has adopted and implemented appropriate and effective policies to ensure compliance with these Rules, including:

- (a) the implementation of due diligence and data collection procedures reasonably designed to monitor compliance with the Rules;
- (b) the establishment of internal review and accountability structures to oversee internal compliance with the Rules;
- (c) the coordination of ongoing training and instruction for its employees regarding compliance with the Rules;
- (d) the requirement that its subcontractors certify their compliance with the Rules; and
- (e) the implementation of regular subcontractor audits, either directly or through a third-party auditor, to monitor compliance efforts.

SECTION I – BUSINESS PRACTICES

Nexgen Packaging requires that Suppliers observe all applicable laws and regulations; the highest standards of business and personal ethics; and act with integrity in an open and honest manner, including:

A. Anti-Bribery: Suppliers acting on behalf of Nexgen Packaging must comply with the U.S. Foreign Corrupt Practices Act and all other local laws dealing with bribery of government officials and are not permitted

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to engage in any corrupt practices, including bribery, kickback, corruption, extortion or embezzlement. A copy of the Act is posted on:

<http://www.justice.gov/criminal/fraud/fcpa/statutes/regulations.html>

A corrupt practice may include, but is not restricted to, a Supplier or third party acting on behalf of the Supplier providing anything of value, directly or indirectly, to any government official, employee of a government-controlled company, or political party to influence a decision in favor of the Supplier or a customer of Supplier, or to obtain any other improper benefit or advantage. Suppliers must keep, and furnish to Nexgen Packaging, on request, a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of Nexgen Packaging or out of funds provided by Nexgen Packaging.

B. Trade Restrictions: Suppliers are not required to forego trade with Nexgen Packaging's competitors in order to merit Nexgen Packaging purchases. Suppliers are free to sell products in competition except when otherwise agreed to in writing with Nexgen Packaging and/or where the product involved is one in which Nexgen Packaging has a substantial proprietary interest because of an important contribution to the concept, design, or manufacturing process. No Supplier will be asked to buy Nexgen Packaging's products in order to start or continue as a Supplier.

C. Conflict of Interest: Suppliers should avoid any interaction with a Nexgen Packaging employee that may conflict with, or appear to conflict with, that employee acting in the best interests of Nexgen Packaging. While it is impossible to list every circumstance giving rise to possible conflicts, the following provides limited examples of potential conflicts of interest:

1. Interest in a business: Ownership by a Nexgen Packaging employee or by anyone in a family relationship with such Nexgen Packaging employee (spouse, parent, sibling, grandparent, child, grandchild, mother-or father-in-law, or same or opposite sex domestic partner) of a substantial financial interest (>10%) in a Supplier with which Nexgen Packaging does business or is seeking to do business.
2. Relationship with other businesses: Any relationship by the Nexgen Packaging employee or by anyone in a family relationship with such Nexgen Packaging employee with a Supplier as a director, officer, employee, agent, consultant, etc.
3. Inducement: Any attempt by the Nexgen Packaging employee or by anyone in a family relationship with such Nexgen Packaging employee to induce any purchaser, Supplier, government official, labor union representative, or others to compromise their employment or public duties by the making of any gift, payment, loan or grant of unreasonable favors.

D. Gifts, Entertainment, and Corporate Hospitality: Nexgen Packaging employees cannot accept any gift, no matter what the value, from a current vendor or a company seeking to do business with Nexgen Packaging. We believe that sound business decisions are made on the basis of value, cost, quality, and service. Such decisions are best achieved when transactions between the Company and its Suppliers and customers take place in an atmosphere of impartiality, free of personal considerations. Our policy on gifts is designed to preserve and maintain Nexgen Packaging's reputation as a global enterprise, which acts with integrity and bases decisions only on legitimate business considerations. Accordingly, gifts of any

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value, including gifts of services, should be actively discouraged. Gifts, favors or entertainment are not needed to conduct business with Nexgen Packaging.

E. Communication: Suppliers may not utilize Nexgen Packaging 's name, trademarks, logos, graphics or images unless expressly permitted in writing by Nexgen Packaging. Significant agreements with distributors, brokers and Suppliers should be set out in writing.

F. Confidential Information: Suppliers who have been given access to confidential information as part of the business relationship should not share this information with anyone else unless authorized to do so by Nexgen Packaging. If a Supplier believes it has given access to Nexgen Packaging 's confidential information in error, the Supplier should immediately notify its contact at Nexgen Packaging and refrain from further distribution of such information. Suppliers will be asked to sign a bilateral Confidentiality and Non-Disclosure Agreement.

G. Sustainability and Environment: Suppliers must comply with all national and local environmental laws and regulations. Suppliers are responsible for managing, measuring, and minimizing the environmental aspects of their facilities. Specific focus areas include air emissions, waste reduction, recovery and management, water use and discharge, and carbon emissions. Suppliers will work with Nexgen Packaging to ensure that raw materials sourced on behalf of Nexgen Packaging are grown, processed and shipped in a sustainable manner.

H. Product Quality and Safety: All products and services delivered by a Supplier must meet the necessary specifications and criteria provided by Nexgen Packaging Quality Assurance department.

SECTION II – EMPLOYMENT-RELATED PRACTICES

We expect our Suppliers to conduct their activities in a manner that respects human rights as set out in the United Nations Universal Declaration of Human Rights and California Transparency in Supply Chains Act of 2010. In addition, Suppliers will comply with the following labor practices:

A. Applicable Local Labor Laws: All business activities of Suppliers must comply with all national and local legal requirements along with published industry standards pertaining to employment and manufacturing in the applicable country.

B. Freedom of Association: Suppliers shall respect the rights of workers to:

- associate or not to associate with any group, as permitted by and in accordance with all applicable laws and regulations
- the effective right to collective bargaining
- establish or join worker organizations of their own choosing
- full freedom of workers' organizations to draw up their constitutions and rules
- engage in lawful activities related to forming, joining or assisting a workers' organization, or to refrain from doing the same, and will not discriminate or punish workers for exercising these rights.

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The organization negotiates with lawfully established workers' organizations and/or duly selected representatives in good faith and with the best efforts to reach a collective bargaining agreement. Collective bargaining agreements are implemented where they exist.

C. **Forced Labor:** Suppliers shall not:

- use prison labor; forced labor; labor under any form of indentured servitude; physical punishment; confinement; threats of violence; or any other forms of abuse.
- retain workers' government-issued identification, passports or work permits as a condition of employment.
- withhold wages/including payment of employment fees and or payment of deposit to commence employment.
- use threats of denunciation to the authorities.

Suppliers will ensure:

- that their employees and workers are not subjected to psychological, verbal, sexual or physical harassment of any other form of abuse and will comply with all applicable laws on harassment and abuse of workers.
- Employment relationships are voluntary and based on mutual consent, without the threat of penalty.

D. **Slavery & Human Trafficking:** The use of slavery or human trafficking (including debt bondage) by Suppliers is forbidden.

E. **Child Labor Practices:** Suppliers must comply with all applicable child labor laws and are prohibited from using workers under the legal age of employment in the relevant country or where work interferes with schooling requirements under applicable local laws and regulations and otherwise in accordance with any specific requirements of Nexgen Packaging, including, but not limited to the following:

- The minimum age for work should be 15 years old.
- Work by 14-year-olds may be permitted in countries that have ratified Convention 138 and submitted a justification to the ILO.
- It is permissible for children and young persons below the minimum age for work to perform work in schools for general, vocational or technical education.
- It is also permissible for children aged 14 and above to perform work outside of school that is part of a vocational or occupational training program.
- Children ages 13 to 15 (12 to 14 in countries with a minimum age of 14) are permitted to perform "light work" that is not harmful to their health or development and does not interfere with school.
- No child under age 18 shall be involved in the following practices: all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labor, including forced or compulsory recruitment of children for use in armed conflict; the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances; the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs as defined in the relevant international treaties; or work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.

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- Children under 18 should not engage in hazardous or heavy work except for the purpose of training within approved national laws and regulations.

F. Working Hours: Suppliers must ensure that all workers working in locations that produce items supplied to Nexgen Packaging do so in compliance with all applicable national and local laws and with published industry standards pertaining to the number of hours and days worked and overtime. All workers shall be allowed at least one day off every seven days, and any overtime worked shall be voluntary. If local law allows workers may voluntarily work overtime on rest days, provided that they are allowed at least one day off within the next seven days.

G. Compensation: Supplier workers must be fairly compensated and provided with wages and benefits that comply with applicable national and local laws. This includes paying of overtime, premium pay and equal pay for equal work without discrimination where applicable. There shall be no disciplinary deductions from pay.

H. Non-Discrimination: Suppliers shall not discriminate in hiring or applying employment practices on the grounds of race, color, religion, sex, age, sexual orientation, physical ability, national origin, or any other prohibited basis or personal characteristic unrelated to job performance, and will comply with all applicable employment discrimination laws.

I. Work Place Health & Safety: Suppliers must provide their workers with safe and healthy working conditions and, where provided, living conditions. This includes, at a minimum, potable drinking water, adequate and clean restrooms, adequate ventilation, fire exits, essential safety equipment, emergency first aid kit, access to emergency medical care, and appropriately lit work stations. Suppliers shall ensure that all workers receive communications and training on emergency planning and safe work practices. In addition, Suppliers shall have systems to prevent, detect, and respond to potential risks to the safety, health, and security of all employees. Suppliers' facilities must be constructed and maintained in accordance with the standards set by applicable national and local laws, codes and ordinances.

J. Management Systems: Suppliers should establish an effective management system which clearly defines and documents policy and procedures to ensure compliance with applicable laws and Code requirements. The facility should have a method to measure the program's effectiveness and a way to assess its suppliers and subcontractors for their commitment to social compliance.

SECTION III - REPORTING POTENTIAL MISCONDUCT

Suppliers who believe that a Nexgen Packaging employee, or anyone acting on behalf of Nexgen Packaging, has engaged in illegal or otherwise improper conduct with respect to their business with the Supplier should report the matter to Nexgen Packaging. Suppliers should also report any potential violation of the Code. A Supplier's relationship with Nexgen Packaging will not be affected by any honest report of potential misconduct.

SECTION IV: AUDITS

Nexgen Packaging reserves the right to verify the Suppliers compliance with the Code. If Nexgen Packaging becomes aware of any actions or conditions that are not in compliance with the Code, Nexgen

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Packaging reserves the right to demand corrective measures. Nexgen Packaging reserves the right to terminate an agreement with any Supplier who does not comply with the Code. The Code will be updated, if necessary, on an annual basis.
