

Supplier Code of Business Conduct

ACENTA is focused on serving our customers, business partners, suppliers and the communities where we do business. Acenta's commitments to integrity and social responsibility extend to its worldwide supply base. All Acenta suppliers, regardless of location, must adhere to this Supplier Code of Business Conduct when performing services for, or related to, Acenta.

1. Suppliers are expected to protect employees' workplace health and safety, human rights, and environment. Suppliers are expected to be law abiding, complying with all applicable environmental, health and safety laws and regulations in the countries in which they operate.
2. Suppliers will not engage in any form of human trafficking, whether by force, fraud, or coercion; or any form of involuntary servitude or slavery; or any form of sex trafficking or the procurement of any commercial sex act.
3. Suppliers will not engage in, or support the use of, child labour, and supplier shall comply with all applicable local child labour laws and employ only workers who meet the applicable minimum legal age requirement for their location.
4. Suppliers will not engage in or support the use of forced or involuntary labour, including through the use of (a) threats of serious harm to, or physical restraint against, any person; (b) any scheme, plan, or pattern intended to cause a person to believe that, if the person did not perform such labor or services, that individual or another person would suffer serious harm or physical restraint; or (c) any abuse or threatened abuse of law or the legal process.
5. Suppliers will not destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses.
6. Suppliers will not use misleading or fraudulent practices during the recruitment of employees or offering of employment. Suppliers shall, to the extent possible, disclose to employees, in a format and language accessible to the employee, the basic information regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if provided or arranged by Snap-on or its agents), any significant cost to be charged to the employee and, if applicable, the hazardous nature of the work. If required by law or contract, provide an employment contract, recruitment agreement, or other required work document in writing, which shall be in a language the employee understands.
7. Suppliers will not charge employees recruitment fees and shall not use recruiters that do not comply with local labour laws of the country in which the recruiting takes place.
8. Suppliers will provide return transportation or pay for the cost of return transportation upon the end of employment for employees who are not nationals of the country where they are working if the employee is brought to that country for

purposes of working on U.S. government contract. Suppliers are expected to comply with the requirements of the applicable regulations including the Modern Slavery Act 2015.

9 Acenta values diversity in its workforce and fosters an appreciation of the different cultural values of its constituencies. Suppliers are expected to comply with all applicable local laws limiting discrimination in hiring and employment practices for any reason including race, religion, colour, national origin, sex, age, physical or mental disability, veteran status, gender identity or sexual orientation.

10. Suppliers will treat their employees with dignity and respect, and not allow or overlook any form of harassment, complying with all applicable local laws.

11. Suppliers are expected to comply with all applicable local wage, benefit, and working hours' labour laws.

12. Suppliers who provide residential facilities for their employees must also provide safe and healthy facilities. Supplier provided facilities must meet the host country housing and safety standards.

Acenta has a zero tolerance policy regarding any of its employees, agents, subcontractors or suppliers who engage in or support the use of slavery, forced, involuntary or coerced labour, child labour, human trafficking or sex trafficking. If a supplier or subcontractor is found in violation of this Code, Acenta will take prompt, remedial measures to address the violation, up to and including termination of the supplier or subcontractor.

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13. Suppliers must not offer or give any payments, fees, loans, services or gifts to any Snap-on associate as a condition or result of doing business with Snap-on. Snap-on policy does not prohibit gifts of nominal value (under \$50). Normal business meals and entertainment (such as attendance at sporting or cultural events), as well as similar customary and reasonable expenditures to promote general business goodwill, are acceptable even if their value exceeds \$50, so long as the associate is accompanied by the host. Suppliers are expected to report any potential solicitation of a kickback from any Snap-on associate to Snap-on's Business Ethics Help Line at 866-468-6657 or to Snap-on's Vice President, General Counsel and Secretary at: 2801 – 80th Street, Kenosha, WI USA 53143.

14. Suppliers are expected to comply with all applicable treaties, agreements, laws and regulations governing the protection, use and disclosure of intellectual property, proprietary, confidential and personal information. Suppliers are expected to comply with all other applicable national and international laws and regulations.

15. Suppliers using subcontractors to provide goods and services to Snap-on will also be responsible for the subcontracted party for compliance with this Code.

Suppliers are required to periodically certify that they (a) have read and understand Snap-on's Policy Against Human Trafficking and Slavery as well as this Code; and (b) comply with the Policy Against Human Trafficking and Slavery, this Code, and all relevant laws and labor standards of the country or countries in which they are doing business.

Snap-on reserves the right to monitor supplier compliance with this Code through supplier surveys and certifications as well as other means that Snap-on deems appropriate. If a supplier is found in violation of this Code, Snap-on will require the supplier to take prompt, remedial measures to address the violation, including instituting clear and trustworthy action plans to ensure compliance with this Code. While Snap-on is committed to working with suppliers to improve workplace conditions, Snap-on maintains the right to terminate its relationship, without liability to Snap-on, with suppliers who violate this Code, refuse to rectify deficiencies or fail to provide Snap-on with requested surveys and certifications.

This Supplier Code of Business Conduct applies to all Snap-on companies worldwide.