

**SUPPLIER CODE OF CONDUCT OF
OMNOVA NORTH AMERICA, INC., A DIVISION OF SURTECO GROUP SE**

This Supplier Code of Conduct (“Code of Conduct”) allows OMNOVA North America, Inc., a Delaware corporation, and a division of Surteco Group SE (“OMNOVA”) to select, engage, and maintain relationships with the supplier or service provider listed below (“Supplier”) who shares OMNOVA’s values. OMNOVA’s Suppliers are expected to comply with the requirements set forth in this Code of Conduct. This Code of Conduct applies to Supplier, all suppliers of OMNOVA and to OMNOVA’s parent company and affiliates around the world.

- 1) **Human Rights.** Supplier must respect basic human rights.
- 2) **Labor Conditions and Child Labor.** Supplier will:
 - refrain from unlawful employment discrimination and harassment;
 - not use any forced or compulsory labor or involuntary prison labor;
 - compensate employees fairly and follow local wage regulations; and
 - not use child labor except as permitted by applicable laws and international labor standards.
- 3) **Occupational Health and Safety.** Supplier will provide a safe workplace for its workers.
- 4) **Environmental Responsibility.** Supplier will conduct its business in an environmentally responsible manner in compliance with all applicable environmental laws, rules and regulations.
- 5) **Legal and Ethical Compliance.** Supplier will conduct its business in a legal and ethical manner, in accordance with all applicable laws, rules and regulations. In particular, the Supplier will: (a) refrain from extortion and bribery; (b) adhere to antitrust and competition laws (for example not participating in price fixing or bid-rigging); and (c) disclose to OMNOVA any possible conflict of interest involving OMNOVA employees, agents or representatives.
- 6) **Confidentiality.** Supplier will protect OMNOVA confidential and/or proprietary information from disclosure to third parties and shall not use such information except to provide goods and/or services to OMNOVA.
- 7) **Procurement by Supplier.** Supplier will use suppliers and service providers who conduct themselves in accordance with principals of this Code of Conduct.
- 8) **Conflict Minerals.** OMNOVA's policy is to not use **columbite-tantalite, cassiterite, wolframite, and gold** along with their derivatives **tantalum** (in columbite-tantalite), **tin** (in cassiterite), and **tungsten** (in wolframite) (collectively the “Conflict Minerals”) originating in the **Democratic Republic of Congo (DRC)**, or the adjoining countries of: **Angola; Burundi; Central African Republic; the Republic of the Congo; Rwanda; South Sudan; Tanzania; Uganda; and Zambia** (collectively the “Covered Countries”). Supplier agrees that none of the products supplied to OMNOVA contain Conflict Minerals originating in the Covered Countries.
- 9) **Security Management.** OMNOVA requires that Supplier maintains security precaution appropriate to their level of risk for Import Customs Trade partnership Against Terrorism (C-TPAT). OMNOVA requires that Supplier be C-TPAT certified or certified by the equivalent protocols in their country of business. If a facility is non C-TPAT certified then a security questionnaire must be completed, which will then be reviewed by OMNOVA and evaluated for acceptability.

This Code of Conduct is incorporated by reference in to any and all agreements, whether written or oral, that OMONVA may have with Supplier, and Supplier's execution of this Code of Conduct expressly acknowledges the incorporation by reference therein. If Supplier does not comply with this Code of Conduct or are in breach thereof, OMNOVA may terminate the business relationship and all written or oral agreements thereto, with no liability to OMNOVA. Alternatively, OMNOVA may require Supplier to implement a corrective action plan to remedy any non-compliance. From time to time, OMNOVA may request access to Supplier's facility or facilities to audit compliance.

This Code of Conduct is a general statement of OMNOVA's expectations with respect to Supplier. This Code of Conduct is in addition to the Supplier's obligations as set out in any written agreements between OMNOVA and the Supplier. In the event of a conflict between this Code of Conduct and an applicable agreement between OMNOVA and Supplier the terms of such agreement shall control.

By signing below, Supplier acknowledges and agrees that Supplier has received, read, understands and will abide by the principals set forth in this Code of Conduct.

[Supplier Name]

By: _____

Name: _____

Title: _____

Date: _____

Revised 2/23