



SGC “CODE OF CONDUCT” EMPLOYEES and SUPPLIERS;

Overview

Supreme Gear Company “SGC” is committed to the highest standards of ethics and business conduct. As stated in our Code of Ethics, SGC employees and suppliers must comply with the law, honor their commitments, act in good faith, uphold SGC’s values, seek to advance the interests of stakeholders, communicate openly and effectively, and hold themselves accountable.

This Code of Conduct (the “Code”) sets forth our expectations for each of our employees and suppliers aligned with the expectations we maintain for customers.

We are responsible for ensuring that directors, officers, employees and suppliers representatives, and business partners understand and comply with the expectations set forth in this Code.

General Disclaimer: The expectations set forth in this Code are not intended to conflict with or modify the terms and conditions of contracts. If a contract requirement is more restrictive than this Code, we must comply with the more restrictive contract requirement. By way of example only, for supporting U.S. Government contracts, the requirements of FAR 52.203-13, Contractor Code of Business Ethics and Conduct, also shall apply.

Compliance with Laws

At a minimum, we must maintain full compliance with all laws and regulations applicable to the operation of our business.

Quality & Environmental Health and Safety

We must design, produce, and deliver with the paramount consideration being the safety and health of our employees and suppliers and consumers. We must have in place quality assurance processes to detect, communicate to SGC and correct defects to ensure delivery of products and services that meet or exceed contractual quality and legal and regulatory requirements. All required inspection and testing operations must be completed properly by appropriately authorized and qualified individuals, and any required certifications must be completed accurately.

We must not only comply with all applicable environmental, health and safety laws, regulations and directives, but also conduct our operations in a manner that safeguards the environment, minimizes waste, emissions, energy consumption, and the use of materials of concern. We must also assure safe and healthy work environments for our employees and suppliers and business invitees.

Competition on the Merits and Fair Play

We must compete strictly on the basis of the merits of our products and services.

We must not pay a bribe in any amount, to anyone, anywhere, for any reason whatsoever, whether on SGC’s behalf, our behalf, or on behalf of others. Accordingly, we must never offer, promise, authorize, or provide, directly or indirectly, anything of value (including business gifts or courtesies) with the intent or effect of inducing anyone (including an SGC customer, SGC employee, or higher tier or sub-tier supplier) to forego their duties and provide unfair business advantage to SGC, we, or others. This includes facilitating payments (e.g., payments to expedite or secure performance of a routine

governmental action like obtaining a visa or customs clearance).

We must not engage in any anti-competitive conduct for any reason whatsoever, whether on SGC’s behalf, our behalf, or on behalf of others. Accordingly, we must never rig bids, fix prices, or allocate customers or markets, or exchange SGC’s or our competitively sensitive information (e.g., price, cost, output, etc.) with SGC’s competitors or our competitors. We must also refrain from abusing our market, whether for our benefit or for the benefit of others, by refusing to deal, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a particular product or service with that of another product or service, or undertaking similar abusive tactics.

We must not engage in other deceptive or unfair market practices, whether on SGC’s behalf, our behalf, or on behalf of others. Accordingly, we must never make misrepresentations regarding SGC’s products or services, our products or services, or the products or services of others. Similarly, we must never denigrate SGC’s competitors or our competitors, or their products or services.

Conflict of Interest

We must avoid all conflicts of interest or situations giving the appearance of a conflict of interest in our dealings with SGC. We must report to SGC any instances involving actual or apparent conflicts of interest between our interests and those of SGC, such as when one of our employees and suppliers (or someone close to one of our employees and suppliers and suppliers) has a personal relationship with a SGC employee who can make decisions impacting our business, or when a SGC employee has an ownership or financial interest in our business.

International Trade Compliance

We must conduct business in strict compliance with all applicable laws and regulations governing (a) the export, re-export and retransfer of goods, technical data, software and services; (b) import of goods; (c) economic sanctions and embargoes; and (d) U.S. ant boycott requirements.

Government Procurement

We must take special care to comply with the unique and special rules that apply to contracting with the U.S. Government. If we support a SGC contract with the U.S. Government, we must at all times follow the U.S. Government’s rules for competing fairly, honor restrictions applying to U.S. Government employees and suppliers (e.g., receipt of gifts and employment), deliver products and services that conform to specifications, laws and regulations, adhere to government accounting and pricing requirements, claim only allowable costs, ensure the accuracy of data submitted and comply with all other applicable U.S. Government requirements.

Information Protection

We must respect the legitimate proprietary rights and intellectual property rights of SGC and others. We must take proper care to protect sensitive information, including confidential, proprietary and personal information. We should not use such information for any purpose other than the business purpose for which it was provided, unless the owner of the information provided prior authorization.

Accuracy of Records and Submissions

We must maintain books and records that accurately and completely reflect all transactions related to SGC business and each of our submissions to SGC, its customers, and regulatory authorities must be accurate and complete. We must never make any entry in our books and records or alter, conceal, or destroy any document to misrepresent any fact, circumstance, or transaction related to SGC business.

Non-Discrimination

We must treat our existing and prospective employees and suppliers and business partners fairly, based only on merit and other factors related to our legitimate business interests, and without regard to race, religion, color, age, gender, gender identity or expression, sexual orientation, national origin, marital status, veteran status or disability.

Child Labor

We must ensure that child labor is not used in the performance of our work, whether or not related to SGC business. The term "child" refers to any person under the minimum legal age for employment where the work is performed.

Human Trafficking

We must comply with laws and regulations prohibiting human trafficking. We must not engage in the use of forced labor, bonded labor, indentured labor, involuntary prison labor, slavery or trafficking in persons.

Anonymous Reporting & Reporting Misconduct

We expect ourselves to provide our employees and suppliers and our business partners with access to adequate reporting channels to raise legal or ethical issues or concerns, including, without limitation, reports of a violation of this Code by us or our business partners, without fear of retaliation, including opportunities for anonymous reporting.

In the event that we become aware of misconduct related to SGC business undertaken by any SGC employee, any of our employees and suppliers or any employees and suppliers of our business partners, we expect to promptly notify SGC. We may contact SGC's Global Ethics & Compliance Office at msigman@supremegear.com or, if we prefer to contact SGC anonymously, we may call the SGC office directly. We must promptly investigate reports of legal or ethical issues or concerns.

Ethics & Compliance Program

Commensurate with the size and nature of our business, we must have management systems, tools and processes in place that (a) ensure compliance with applicable laws, regulations and the requirements set forth in this Code; (b) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in this Code; (c) facilitate the timely discovery, investigation, disclosure (to SGC and others, as appropriate) and implementation of corrective actions for violations of law, regulations or the expectations set forth in this Code; and (d) provide training to our employees and suppliers on compliance requirements, including the expectations set forth in this Code.

Our Business Partners

If our contract with SGC prohibits us from assigning, delegating, or subcontracting our obligations, we expect to strictly comply with this prohibition.

If our contract with SGC permits us to assign, delegate, or subcontract our obligations or procure products or services from others that will be incorporated in products or services acquired by SGC from us, we expect to carefully select our business partners, and perform due diligence, audit, and oversight to prevent and detect misconduct. We must flow down the principles set forth in this Code to these business partners and we will hold them responsible for ensuring compliance by our business partners.

Code Compliance

We will permit SGC and/or its representatives to assess our compliance with the expectations set forth in this Code in performing work for SGC, including on-site inspection of facilities and review of associated books, records and other documentation. We must also provide SGC upon request with additional information and certifications evidencing compliance.

We must ensure that SGC has the right to assess our business partners' compliance with the expectations set forth in this Code in performing work for SGC, including on-site inspection of facilities and review of associated books, records and other documentation. We must ensure that our business partners will provide SGC upon request with additional information and certifications evidencing compliance.

In the event of any wrongdoing, we will fully cooperate with any related investigation conducted by SGC. We will ensure that our business partners also fully cooperate if such investigation involves their performance.

We (and our business partners) must correct any non-conformances identified during assessments. SGC does not assume any duty to monitor or ensure compliance with this Code, and we acknowledge and agree that we are solely responsible for full compliance with this Code by our directors, officers, employees, suppliers' representatives and business partners. For questions or concerns about this Code, including its application to specific circumstances in connection with our organization's performance of work for SGC, or suspected failures by our organization to satisfy these expectations in performing work for SGC, please contact SGC's Global Ethics & Compliance Office at msigman@supremegear.com or, if we prefer to contact SGC anonymously, we may use call us direct.

Reporting

HOT LINE:

PH: 586-294-7625 or

msigman@supremegear.com