

## SUPPLIER CERTIFICATION OF SOCIAL RESPONSIBILITY

**UpLift Brands, LLC** (“Company”) strives to select suppliers that share Company’s commitment to honesty, integrity, and corporate responsibility. Since the business practices of Company’s suppliers may impact Company, Company’s customers and our respective reputations, Company requires its suppliers, and their contractors and business partners (collectively referred to as “Supplier”), to meet the following standards:

**Supplier certifies that it is in compliance with all applicable local, state, and federal laws and regulations of the jurisdictions in which the supplier is doing business, as well as the practices of their industry, including, but not limited to, the laws and practices set forth below:**

- **Anti-Corruption.** Supplier shall comply with the anti-corruption laws of the countries in which they do business and the United States Foreign Corrupt Practices Act (“FCPA”). Supplier may not make any direct or indirect payments or promises of payment to foreign government officials for the purpose of inducing the individual to use or misuse his/her position to obtain or retain business, and Supplier must keep accurate books and records of all business transactions involving Company and the products Company buys from Supplier.
- **Import/Export Laws.** Supplier shall comply with all applicable trade laws of the United States and any other nation relating to import/export matters, including timely provision of all information necessary to comply with import requirements of the United States and/or other countries of destination, and not exporting or re-exporting any information or products received from Company to any prohibited country listed in the U.S. Export Administration Regulations. Supplier will state the country of origin of all products sent to Company both on the packaging and invoices as well as provide supporting documentation to support available free trade agreement claims.
- **Facility & Supply Chain Security.** Supplier will maintain adequate security at all facilities and implement supply chain security procedures designed to prevent the introduction of non-manifested cargo into outbound shipments (e.g. drugs, explosives, biohazards and/or other contraband) in alignment with the principles of US Customs and Border Protection’s Customs-Trade Partnership Against Terrorism (C-TPAT) program. Additionally, each facility must have written security procedures and maintain documented proof of the adequate controls implemented to guard against introduction of non-manifested cargo. In addition, Supplier shall comply with laws relating to human trafficking, slavery and forced labor and Supplier shall maintain internal accountability standards and procedures to ensure that all products supplied to Company meet these standards.
- **Integrity.** Supplier shall act professionally and be honest with all regulatory and governmental officials.
- **Industry Standards.** Should the legal requirements and practices of the industry conflict, Supplier must, at a minimum, be in compliance with the legal requirements of the jurisdiction in which they are operating. If, however, the industry practices exceed the country’s legal requirements, Supplier shall follow the industry practices.
- **Environment.** Supplier shall comply with all environmental laws and regulations and should reduce excess packaging and use recycled and nontoxic materials when possible. Supplier shall comply with Company’s environmental initiatives and requirements, including providing information regarding greenhouse gas emissions, water usage, waste management, packaging materials, and sustainability practices, to the extent available. Supplier shall promptly notify Company of any environmental violations, enforcement actions, or reportable incidents relating to the Goods or Supplier’s facilities.
- **Child Labor.** Child labor shall not be used in the manufacture or sale of products sold to Company. No person shall be employed at an age younger than the legal minimum age for working in any specific jurisdiction. In no event shall Supplier employ workers less than 14 years of age.
- **Conflict Minerals.** None of the raw materials and/or components sold to Company by Supplier, whether or not manufactured by Supplier, contain any amount of tantalum, tin, gold, or tungsten from the DRC or an adjoining country and that the Supplier is in full compliance with the Dodd-Frank Act.
- **California Transparency in Supply Chains Act:** As a company doing business in California, Supplier acknowledges its requirement to disclose its efforts to eradicate slavery and human trafficking from its direct supply chain for tangible goods offered for sale. Supplier hereby represents that it complies with the requirements of the California Transparency in Supply Chains Act and has

implemented due diligence measures to prevent and detect human trafficking and slave labor in its product supply chains. These measures include, but are not limited to: Auditing suppliers and requiring certifications to ensure products are free of trafficked or forced labor; Requiring suppliers to attest that materials incorporated into Supplier's products comply with slavery and trafficking laws; Maintaining internal accountability procedures and protections for employees with managers and staff responsible for mitigating risks; Providing Company with reasonable access to records regarding supply chain due diligence measures for review.

**Supplier shall and shall cause its contractors and business partners ("Supplier") to comply with the following labor and employment conditions in connection with all products sold to Company:**

- **Compensation.** Supplier shall fairly compensate its employees by providing wages and benefits which are in compliance with the local and national laws and regulations of the jurisdictions in which the supplier is doing business.
- **Hours of Labor.** Supplier must ensure that working hours are consistent with local regulations and are not excessive. Where applicable laws and regulations do not address standard working hours, Supplier must ensure that the work week does not exceed 60 hours. Supplier must provide workers reasonable rest days and leave privileges.
- **Forced Labor/Human Trafficking.** Supplier shall not, nor shall its subcontractors, labor agents, recruiters, or suppliers engage in any form of human trafficking, forced labor, bonded labor, indentured servitude, involuntary prison labor, or slavery, as defined under applicable laws, including the U.S. Trafficking Victims Protection Act. Supplier shall not impose unreasonable restrictions on workers' movement, housing, communication, or access to personal documentation.
- **Discrimination/Rights.** Supplier shall follow all applicable employment laws and shall not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, disability, or any other characteristic protected by applicable law.
- **Immigration Law and Compliance.** Only workers with a legal right to work shall be employed or used by Supplier. All workers' legal status must be validated by Supplier by reviewing original documentation (not photocopies) before they are allowed to commence work. Procedures which demonstrate compliance with these validations must be implemented. Supplier shall audit employment agencies from whom they obtain workers to monitor compliance with this policy. Supplier shall not intimidate, retaliate against, or threaten workers with adverse immigration consequences, termination, or legal action for raising concerns, participating in audits, or asserting their lawful rights.
- **Work Environment.** Supplier shall maintain a healthy, clean, and safe work environment and shall not utilize mental or physical disciplinary practices. Supplier shall have written safety and health policies and systems to minimize work-related injury and illness.
- **Retaliation.** Supplier shall not retaliate against any worker who reports unsafe conditions, legal violations, or unethical conduct, or who cooperates with Company audits or investigations. Supplier shall maintain mechanisms for workers to raise concerns without fear of reprisal.

**Confidentiality:** Supplier shall not disclose to others and will not use for its own purposes or the purpose of others any trade secrets, confidential information, knowledge, designs, data, skill, or any other information considered by Company as "confidential," whether or not marked "Confidential."

**Right of Audit and Inspection:** In order to ensure compliance with these standards, Company or a third party designated by Company may make periodic, unannounced inspections of Supplier's facilities at least annually and such inspection may include review of Supplier's, its contractors' and business partners' books and records within the scope of these standards. Whenever practicable, Company will give reasonable advanced notice of such inspection.

**Termination for Non-Compliance:** If Company determines or believes that at any time Supplier or Supplier's contractors and business partners have failed to comply with any of these standards, then Company has the right to terminate any outstanding agreement with Supplier for breach of these standards.