



 InnerWorkings

inwkstrategic operations

Supplier Code of Conduct

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InnerWorkings, Inc. (“InnerWorkings”) is committed to conducting its worldwide business in an ethical, legal, and socially responsible manner and this commitment extends to the suppliers with whom InnerWorkings chooses to do business (each individually, a “Supplier” and collectively, “Suppliers”). InnerWorkings expects the same high level of honesty and integrity of its Suppliers that it expects of its own employees. This Supplier Code of Conduct (“Supplier Code”) represents InnerWorkings fundamental expectations of Suppliers with respect to employment practices, health & safety, environmental obligations, and other policies. This Supplier Code applies globally to all InnerWorkings Suppliers and compliance with this Supplier Code is mandated for all Suppliers as the actions of those with whom InnerWorkings does business may be attributed to InnerWorkings and potentially adversely affects InnerWorkings reputation and business standing.

Suppliers in InnerWorkings’ global network are expected to take all appropriate measures to ensure compliance with this Supplier Code. Suppliers are also expected to be familiar with the practices of all of their agents, sub-suppliers, sub-contractors, manufacturers, and facilities operators to ensure that these third parties also operate within the guidelines of this Supplier Code, or an equally rigorous policy statement.

Supplier Obligations

Suppliers are responsible for compliance with the standards set forth in this Supplier Code as updated from time to time by InnerWorkings. Suppliers are further expected to comply with all applicable laws, regulations and other governing standards applicable to their specific industry and business. Supplier is responsible for informing all Supplier employees of this Supplier Code and ensuring that all Supplier employees adhere to the obligations of this Supplier Code. In the event that the legal requirements and standards of the industry or the provisions of this Supplier Code conflict, the Supplier must comply with the laws of the country in which the products are being manufactured. However, Supplier should at all times strive to meet industry standards, and the standards set forth in this Supplier Code, whenever possible.

Conflict of Laws

InnerWorkings is aware that in many of the jurisdictions in which its Suppliers conduct business, the interaction between local, regional, and national laws, rules, and regulations can be in conflict. Due to this reality, InnerWorkings’ position is that when there is an apparent or actual conflict between the terms of applicable laws, Suppliers are expected to adhere to the most stringent requirements.

Privacy and Data Security

To the extent Supplier handles information protected under privacy or data security laws or regulations as a result of its relationship with InnerWorkings, Confidential Information as defined in the Supply and Services Agreement shall also include all customer and consumer information, and information that is either nonpublic personal information or personally identifiable information, including, without limitation, names, addresses, telephone numbers,

account numbers, birthdates, social security numbers, fingerprint or biometric data, genetic information, demographic, financial and transactional information, and any other information that is deemed to be nonpublic personal information or personally identifiable information under the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transactions Act, the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), the Children’s Online Privacy Protection Act or any other related regulation or guideline governing privacy or data security (“Personal Information”).

Supplier agrees to comply with all laws and regulations that are applicable to Personal Information, and to the extent applicable to Supplier’s activities, all industry standards that apply to Personal Information. Personal Information must be encrypted by Supplier in a commercially reasonable manner. Further, if Supplier will have access to Personal Information, Supplier agrees and warrants that it: (i) either has its own identity theft detection and prevention program in place; or (ii) it will implement, at its own cost, an identity theft detection and prevention program approved by InnerWorkings prior to receiving any Personal Information. All third-parties used by Supplier that may handle Personal Information shall be subject to these restrictions on handling of Personal Information or restrictions equally as stringent. Further, any third-party used by Supplier that may handle Personal Information shall be approved by InnerWorkings prior to receiving any Personal Information. Upon completion of Supplier’s handling of Personal Information, Supplier shall immediately erase or destroy all Personal Information in Supplier’s possession or to which Supplier has access to. Under no circumstances will Personal Information (whether stored electronically or in hard copy format) be directly or indirectly transmitted to, stored or accessed by Supplier or its agents, affiliates, or subcontractors from any location that is not subject to the laws and jurisdiction of the United States of America without the prior written consent of InnerWorkings.

Hazardous Materials

The products, packaging, and any other materials provided in connection with Supplier’s relationship with InnerWorkings must adhere to all applicable rules, laws and regulations, including but not limited to, California Proposition 65, and must be free from toxic, poisonous, flammable, or other hazardous materials as defined by U.S.A. and international laws, regulations, industry standards, or other generally accepted rules, guidelines, and/or directives. At a minimum, materials must be in compliance with the following non-exclusive list of standards unless these are superseded by more stringent or recent laws, regulations, standards, rules, or guidelines:

United States Standards

1. Compliance Requirement: ASTMF963 Flammability (finished product) - Must not exceed 0.1”/second
2. Compliance Requirement: ASTMF963 Total lead content (coatings, substrates) - Must not exceed 90 ppm (mg/kg)
3. Compliance Requirement: ASTMF963 Soluble heavy metal (coatings, substrates) - Limits vary for each element – standards listed in Table 1 below

Table 1 – Soluble Migrated Elements – ASTM F963-03 Section 4.3.5.2 & 8.3

(all in mg/kg)	Antimony	Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium
Limits	<60	<25	<1000	<75	<60	<90	None	<500

4. Compliance Requirement: NERC – Toxics in Packaging (disposable packaging/shipping materials) - Sum of Ph+Cd+Hg+Cr(VI) must not exceed 100 mg/kg
5. Phthalates (DEHP, DBP, BBP, DINP, DIDP, DnOP) used in any plastics or polymerized/plasticized materials cannot exceed concentration by mass not to exceed .1% by weight (handled)

Conflict Minerals

Supplier represents and warrants that none of the materials it supplies or will supply to InnerWorkings or our customers will contain any Conflict Minerals (as defined below) and that no Conflict Minerals are manufactured, to be manufactured, or contracted to be manufactured by Supplier. In addition, Supplier agrees to comply fully with the Conflict Minerals Law (as defined below), as applicable, and to provide InnerWorkings with assistance and cooperation, as necessary and without further consideration, in order for InnerWorkings to fully comply with the Conflict Minerals Law. Without limiting the foregoing, the assistance and cooperation to be provided by Supplier to InnerWorkings shall include, if applicable, assistance and cooperation with a country-of-origin inquiry for any minerals used or supplied in connection with InnerWorkings' orders, and producing information and documentation requested by InnerWorkings or any third party hired by InnerWorkings to assist with compliance with the Conflict Minerals Law.

(a) **Conflict Minerals** means (i) columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which originate in the Democratic Republic of the Congo, or a country that shares an internationally recognized border with the Democratic Republic of the Congo; or (ii) any other mineral or its derivatives determined by the Secretary of State of the USA to be financing conflict in the Democratic Republic of the Congo, or a country that shares an internationally recognized border with the Democratic Republic of the Congo.

(b) **Conflict Minerals Law** means Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as it may be amended from time to time, and any regulations, rules, decisions or orders relating thereto adopted by the Securities and Exchange Commission or successor governmental agency responsible for adopting regulations relating thereto.

Employment Practices

Suppliers must respect their employees, strive to improve conditions whenever possible, and be in compliance with the below requirements relating to employment conditions:

1. **Hiring:** All terms and conditions of employment including, but not limited to, hiring, pay, training, promotion, termination, and retirement must be based on an individual's ability and willingness to do the job. Employment practices of Suppliers should be based on equal opportunity for all workers. These practices shall include, but not be limited to, recruiting, hiring, training, job assignments, compensation, benefits, promotions, discipline, termination, and retirement.
2. **Human Rights:** Supplier shall uphold the human rights of workers, and shall treat them with dignity and respect as understood by the international community. Recognized standards such as, but not limited to, the Universal Declaration of Human Rights (UDHR), Social Accountability International (SAI), and the Ethical Trading Initiative (ETI) are to be used as references in evaluating a Supplier's commitment to human rights.

3. **Freely Chosen Employment:** Forced, bonded or indentured labor or involuntary prison labor is strictly prohibited. All work shall be voluntary and workers shall be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports, or work permits as a condition of employment, except to the extent that InnerWorkings or Supplier needs to take brief possession of such documents in order to comply with applicable law including, but not limited to, immigration law.
4. **Child Labor:** Child labor is strictly prohibited in any stage of manufacturing. The term "child" refers to any person employed under the age of 15 (or 14 where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country – whichever standard is most stringent. The use of legitimate workplace apprenticeship programs that comply with all applicable laws and regulations is supported. Workers under the age of 18 should not perform hazardous work, may be restricted from night work with consideration given to educational needs, and shall be entitled to more breaks than adults.
5. **Discrimination:** Supplier shall be committed to a workforce free of harassment and discrimination. Supplier shall not tolerate discrimination based on race, color, age, gender, gender identity, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, or marital status in hiring and employment practices such as, but not limited to, promotions, rewards, and access to training. Workers and potential workers shall not be subjected to medical/pregnancy tests for the purposes of discriminating against such an individual. Workers shall be treated with respect and dignity. In addition, disciplinary practices should be fair and arbitrary. Employees of Suppliers must not be exposed to physical punishment, threats of violence or physical, sexual, psychological, or verbal harassment or maltreatment.
6. **Harsh or Inhumane Treatment:** Harsh or inhumane treatment, including but not limited to sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, verbal abuse of workers, or the threat of any such treatment, is strictly prohibited.
7. **Minimum Wages:** Suppliers will, at a minimum, comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide legally mandated benefits. If local laws do not provide for overtime pay, manufacturers will pay at least regular wages for overtime work. Where local industry standards are higher than applicable legal requirements, we expect Suppliers to meet the higher standards.
8. **Working Hours:** Supplier employee work weeks are not to exceed the maximum set by local law. Except in extraordinary business circumstances, Supplier will not require employees to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by local law, or where local law does not limit the hours of work, the regular work week in such country plus 12 hours overtime. In addition, except in extraordinary business circumstances, Supplier's employees will be entitled to at least one day off in every seven day period. Where local industry standards are more stringent than applicable legal requirements, we expect Suppliers to meet the more stringent standards.
9. **Freedom of Association:** Suppliers shall respect the rights of workers to associate freely, join labor unions, seek representation and or join workers' councils in accordance

with local laws. Workers shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation, or harassment.

10. **Human Trafficking:** Supplier shall maintain and commit to maintaining a work environment that is free from human trafficking. Employment practices that include the recruitment, transportation, transfer, harboring, or receipt of persons or through the use of force or the threat of force or through other forms of coercion, abduction, fraud, deception, abuse of power, or by giving or receiving payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation are strictly prohibited.

Health & Safety

InnerWorkings endorses the principle that the quality of products and services, consistency of production, and employee morale are enhanced by a safe and healthy work environment. In addition, InnerWorkings endorses the standards set forth in the International Labor Organization (ILO) Guidelines on Occupational Safety and Health and requires Supplier abide by the following minimum standards:

1. **Machine Safeguarding:** Physical guards, interlocks, and barriers shall be provided and properly maintained for machinery used by workers.
2. **Industrial Hygiene:** Worker exposure to chemical, biological, and physical agents is to be identified, evaluated, and controlled. When hazards cannot be adequately controlled by engineering and administrative means, workers are to be provided with appropriate personal protective equipment.
3. **Safety:** Worker exposure to workplace safety hazards (e.g., electrical and other energy sources, fire, vehicles, slips, trips, fall hazards, and etc.) is to be controlled through proper design, engineering and administrative controls, preventative maintenance, and safe work procedures (including but not limited to lockout/tag out procedures). Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate personal protective equipment.
4. **Emergency Preparedness and Response:** Emergency situations and events shall be identified and assessed, and their impact minimized by the implementation of emergency plans and response procedures, including but not limited to: emergency reporting, worker notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities, and recovery plans.
5. **Occupational Injury and Illness:** Procedures and systems shall be in place to manage, track, and report occupational injury and illness, including provisions to: (a) encourage worker reporting; (b) classify and record injury and illness cases; (c) provide necessary medical treatment; (d) investigate cases and implement corrective actions to eliminate their causes; and (d) facilitate return of workers to work.
6. **Physically Demanding Work:** Worker exposure to physically demanding tasks, including manual material handling and heavy lifting, prolonged standing, and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

7. **Dormitory and Canteen:** Workers are to be provided with, and given unrestricted access to, clean toilet facilities, access to potable water, and sanitary food preparation and storage facilities. Worker dormitories provided by Supplier or a labor agent are to be clean, safe, and provide emergency egress, adequate heat and ventilation, and reasonable personal space.

Environmental

InnerWorkings recognizes that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the environment and natural resources shall be minimized while safeguarding the health and safety of the public. In addition, InnerWorkings requires all Suppliers to abide by the following minimum standards:

1. **Product Content Restrictions:** Supplier shall adhere to all applicable laws and regulations regarding prohibitions or restrictions of specific substances including labeling laws and regulations for recycling and proper disposal.
2. **Chemical and Hazardous Materials:** Chemicals and other materials posing a hazard if released to the environment shall be identified and managed to ensure their safe handling, movement, storage, recycling, reuse, or disposal.
3. **Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes, and/or sanitation facilities shall be monitored, controlled, and treated as required prior to discharge or disposal.
4. **Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals, and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
5. **Environmental Permits and Reporting:** All required environmental permits (e.g. discharge monitoring) and registrations shall be obtained, maintained, and kept current and their operational and reporting requirements shall be followed at all times.
6. **Pollution Prevention and Resource Reduction:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling, and reusing materials.
7. **Greenhouse Gas Management:** Suppliers must ensure that production facilities meet all applicable legal requirements in terms of energy use and greenhouse gas emissions, obtain and maintain appropriate permits as required by law, and maintain greenhouse gas emissions (direct and indirect) inventory, as required by applicable law.
8. **Noise Pollution:** Suppliers must ensure that production facilities obtain and maintain appropriate permits for noise pollution, perform noise pollution assessments, conduct regular noise pollution monitoring, comply with noise pollution limits, take immediate corrective actions in the event the noise pollution limits are exceeded, and have an understanding and awareness of nuisance levels from site activities and associated impacts (including odor, noise, visual, and general housekeeping), as required by applicable law.

9. **Raw Materials:** Supplier must be able to demonstrate through Chain of Custody documents that all raw materials used in furtherance of their relationship with InnerWorkings, were obtained from legal harvests consistent with international treaties and protocols in addition to local laws and regulations even if national regulations do not regulate harvests.

Gratuities

InnerWorkings and Supplier employees are prohibited from soliciting or accepting any gift, gratuity, or other monetary incentive designed to improperly influence business decisions or as a condition of doing business. Supplier has an affirmative duty to report any and all such request or demand immediately to InnerWorkings.

Anti-Corruption

Supplier shall not tolerate, permit, or engage in bribery, corruption, or unethical practices whether in dealing with public officials or individuals in the private sector. Supplier may not promise, offer, or pay anything of value to a government official or political party to obtain or retain business or secure an improper advantage on behalf of Supplier or InnerWorkings. Further, Supplier must at all times comply with the Foreign Corrupt Practices Act (FCPA) and any other applicable bribery statute, rule, or regulation.

Conflicts of Interest

Suppliers must not enter into any transaction with InnerWorkings that may create a conflict of interest. A conflict of interest may exist when personal interests of the Supplier interfere or appear to interfere with business interests. Suppliers shall not enter into transactions with InnerWorkings that could create the appearance of impropriety between InnerWorkings and Supplier.

Financial Integrity

Suppliers shall keep accurate records of all matters related to their business relationship with InnerWorkings in accordance with standard accounting practices such as Generally Accepted Accounting Principles (GAAP) or International financial Reporting Standards (IFRS).

Monitoring the Supplier Code

InnerWorkings will review this Supplier Code on a regular basis, at least annually, and will revise it when necessary to incorporate additional parameters. InnerWorkings shall have the right to periodically inspect, without notice, Supplier facilities to verify compliance with this Supplier Code. Suppliers shall also disclose all material information relating to production and supply of products to InnerWorkings upon request. This Supplier Code is a general statement of InnerWorkings expectations with respect to its Suppliers and the Supplier Code must be read in conjunction with Supplier's obligations set forth in any agreement between InnerWorkings and Supplier.

It is InnerWorkings' expectation that Suppliers will comply with each and every aspect of this Supplier Code. To the extent that Supplier finds it is in violation of any aspect of this Supplier Code, Supplier is required to immediately remedy the identified violation and maintain records of their corrective action plan(s).