



## **SUPPLIER CODE OF CONDUCT**

### **Introduction**

At MasterBrand, Inc. and our operating companies (together, the “Company”), we know that strong corporate values support our vision of building on our history as the leading residential cabinet company to delight our customers by innovating how we work and what we offer. These values of treating everyone with dignity and respect, executing our mission with honest and ethical operations and emphasizing teamwork with accountability are vital to the success of our Company. Our corporate success is dependent on our relationship with our coworkers, our reputation and integrity with Suppliers and investors, and respect for each community in which we work and live.

Our Suppliers also play an important role in supporting the Company’s vision and goals. Accordingly, the Company will only do business with Suppliers that comply with applicable and controlling laws, rules, and regulations (collectively herein referenced as “applicable laws”) in the United States and all other countries in which they operate, either directly or through third parties, and at a minimum, with standards of business conduct consistent with those set forth in this Supplier Code of Conduct (the “Code”). The Code clearly communicates our expectations for our Suppliers in the work they perform and the services they provide to and on behalf of the Company.

A “Supplier” is any business, company, organization, entity, or person that: (i) sells or seeks to sell any kind of goods or services to the Company; or (ii) performs or seeks to perform services for or on behalf of the Company. A Supplier can include, but is not limited to, those who act as agents, sales representatives, contractors, consultants, or distributors for the Company.

We expect our Suppliers to adhere to the Code, which includes the mandate that they abide by all applicable laws, rules, and regulations in the United States, as well as all other countries in which they operate, either directly or through third parties. Suppliers may be subject to verification procedures outlined in Section 12. Failure of Suppliers to comply with this Code can result in corrective action up to and including termination of all existing and future business.

By requiring our Suppliers to comply with the Code, we demonstrate our leadership within the business community. Further, we enhance the reputation of our brands, improve our ability to attract and retain the best talent, and strengthen the relationships with our Suppliers. Questions or reports of suspected violations should be raised using the reporting resources listed in Section 13 of the Code.

### **Code of Conduct Elements for Suppliers**

1. Working Conditions / Health and Safety
  - a. We expect that you will provide your employees with a safe and healthy working environment. You should minimize worker exposure to potential safety hazards by identifying, assessing, and minimizing risks

by developing plans and procedures, and acting in accordance with applicable occupational health and safety laws and standards within its facilities. We likewise expect that you will take adequate steps to reduce risks associated with occupational illnesses or injuries within the workplace by providing adequate means of evacuation and train your employees in emergency preparedness.

- b. We expect that you will provide your employees with appropriate training on managing safety and health issues in the workplace. If you provide dormitory facilities for your employees, we expect them to be clean, safe and meet the basic needs of your employees.
- c. The workplace should be free of any form of harsh or inhumane treatment. Workers' rights should include the right of access to drinking water and sanitation. The use or threat of use of physical or sexual violence, harassment, and intimidation against a worker, their family, or close associates, is strictly prohibited. Disciplinary procedures should be clearly defined and communicated to all workers and should not include sanctions that result in wage deductions, reductions in benefits, or compulsory labor.

## 2. Child Labor

- a. All of your employees must meet or exceed the minimum age requirements of applicable law, but in no event shall workers under 15 years of age be employed to work on Company business. Depending on the nature of the work being performed, the Company may seek to limit employees you use for Company business to workers over 18 years of age.

## 3. Forced Labor

- a. We prohibit and maintain a zero-tolerance policy for any illegal labor practices. This includes any form of forced labor, but is not limited to, prison, indentured, bonded, military, slave or any other forms of forced labor. Suppliers shall not participate in the recruitment, transportation, transfer, harboring or receipt of any persons by means of threat, use of force, or any other forms of coercion, abduction, fraud, deception, abuse of power or position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation. Workers shall not be charged any fees or costs for recruitment, directly or indirectly, in whole or in part, including costs associated with travel to the receiving country, and processing official job-related documents and work visas in both home and host countries.

#### 4. Discrimination

- a. We prohibit engaging in or supporting discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, national origin, caste, sexual orientation, religion, age, gender, disability, political affiliation, veteran status or any other characteristics protected by applicable law.
- b. We expect you to respect your employees' observance of tenets or practices relating to race, national origin, caste, sexual orientation, religion, age, gender, disabilities, political affiliation, veteran status or any other characteristics protected by applicable law.
- c. We do not condone any behavior, including gestures, language and physical contact, that is sexually coercive, threatening, abusive or exploitative or in any way creates a hostile work environment. These abuses include, but are not limited to, sexual harassment, corporal punishment, mental or physical coercion, forced labor, and physical abuse.
- d. We expect you to refrain from disciplining or otherwise discriminating against any employee for providing information concerning compliance with this Section of the Code.

#### 5. Working Hours

- a. We expect you to comply with applicable laws and industry standards on working hours in the country of manufacture. Where the law is silent, normal working hours should not exceed eight (8) hours per day and 48 hours per week, and total working hours including overtime, should not exceed 60 hours per week. All overtime should be purely voluntary, unless part of a legally recognized collective bargaining agreement. No worker should be made to work overtime under the threat of penalty, dismissal, or denunciation to authorities. No worker should be made to work overtime as a disciplinary measure, or for failure to meet production quotas.

#### 6. Wages and Benefits

- a. The wages and benefits offered to your employees must, at a minimum, meet or exceed all applicable legal requirements and standards for regular work, overtime, maximum hours, piece rates, and all other elements of compensation and employee benefits.
- b. We expect you to have a system in place to verify and accurately record payroll, deductions, and the hours worked by legally authorized workers.
- c. Only deductions, advances, and loans authorized by applicable law are permitted and, if made or provided, shall only be taken with the full consent and understanding of workers. Information should be provided



# MASTERBRAND®

to workers at the time of their hire about hours worked, rates of pay, and the calculation of legal deductions.

- d. All workers must retain full and complete control over their earnings. Wage deductions must not be used to keep workers tied to the employer or to their jobs. Workers shall not be held in debt bondage or forced to work in order to pay off a debt. Deception in wage commitments, payment, advances, and loans is prohibited.

## 7. Environmental

- a. We expect you to conduct your business such that it is in compliance with all applicable environmental laws and regulations.
- b. We expect you to promote protection of the environment and the conservation of natural resources.
- c. We expect that all products you supply to the Company will comply with all applicable environmental regulations, including, but not limited to California Proposition 65, California Air Resources Board regulations, the Toxic Substances Control Act, the Lacey Act, European regulations and directives, as well as laws within the countries where you have operations. This mandate also applies to your supply chain, including third party Suppliers and contractors.
- d. We expect that you will accurately disclose the geographic region of supplies and materials as appropriate and provide documentation for materials that originate from areas that are considered high risk.

## 8. Management Systems

- a. We expect your management will communicate this Code to employees. Any local policy must be consistent with the requirements set forth in this Code.
- b. Internal management systems will include practices to include investigating, addressing and responding to the concerns of employees with regard to compliance with this Code.
- c. We expect your management will periodically review the adequacy, suitability and continuing effectiveness of the systems implemented to meet the requirements of this Code. Additionally, appropriate corrective actions will be implemented to address any identified non-conformance. These corrective actions must be logged and maintained for at least two years.

## 9. Anti-Corruption and Anti-Bribery

- a. We expect you to act with integrity. Suppliers shall not engage (directly or indirectly) in unethical activities with public or private parties. We maintain a strict, zero-tolerance policy for bribery,

kickbacks, illegal political contributions, or other improper payments for the purpose of gaining favorable treatment.

- b. No Supplier shall offer payments to any person or that person's family member, including but not limited to, any Company employee, agent, or representative, any customer, and/or any government official, political figure, employee or officer of an NGO, or any person claiming to have access to or influence over such person, to induce that person /official /candidate/ politician/NGO officer to affect any act or decision in a manner involving the business or products of the Company.
- c. Political or charitable contributions, whether monetary or not, must never be made to influence or reward a governmental act or decision relating to the business or products of the Company.
- d. We expect you to have adequate procedures in place to prevent employees, agents, representatives, and/or third-party business partners from engaging in bribery, kickbacks, illegal political contributions, or any other improper payment for the purpose of gaining favorable treatment. We expect you to have a written anti-bribery and anti-corruption policy, at a minimum similar to the Company's, that includes an annual review or training on such policy with your employees, agents, and representatives, including training on the requirements of all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act.
- e. We expect that you exercise reasonable and due care in selecting independent third parties such as sub-Suppliers, distributors, and agents, by employing only reputable persons not affiliated with any government and will pay only reasonable compensation for the services provided.
- f. We expect that you promptly report any violation of this Code to the Company using the resources listed in Section 13.

#### 10. Gifts and Entertainment

- a. When you are doing business with or conducting business on behalf of the Company, you may, for legitimate business purposes within limitations: (i) offer gifts or entertainment to Suppliers, customers or other business associates; or (ii) accept gifts or entertainment offered by Suppliers, customers or other business associates; provided, however, that in each instance the gift or entertainment:
  - i. is unsolicited;
  - ii. is not illegal or in violation of this Code;
  - iii. is not a bribe, kickback or other illicit payment;
  - iv. is not lavish, inappropriate for the circumstances or would not embarrass either party if disclosed publicly; and
  - v. does not create the appearance (or an actual or implied obligation) that the gift giver is entitled to preferential

treatment, an award of business, better prices or improved terms of sale.

#### 11. International Trade Compliance

- a. We expect you to comply with all applicable laws and regulations governing (a) the export/import, re-export/re-import and transfer of goods, technical, data, software, and services; (b) payment of all duties and compliance with all applicable trade and free trade agreements ; (c) economic sanctions and embargoes, and (d) U.S. anti-boycott requirements.

#### 12. Suppliers/Contractors

- a. We will take appropriate measures to ensure that our Suppliers and contractors are informed of this Code and its requirements. Further, we will establish and maintain appropriate procedures to evaluate and select Suppliers based on their ability to demonstrate compliance with the requirements of this Code and will maintain reasonable evidence that the requirements of this Code are being met.
- b. We may, from time to time, request information or access for purposes of verifying your compliance with this Code. In the event we, or our independent contractors, provide such a request and we are not reasonably satisfied with your response, we may take the actions described under "Violations" below.
- c. Our verification process may include certification forms, written questionnaires, audits (announced or unannounced) or inspections (from internal or external consultants), or other appropriate documentation. Suppliers are subject to a due diligence process prior to onboarding and are required to review and sign-off on this Code annually.
- d. We reserve the right to evaluate sub-Suppliers and sub-contractors as needed to demonstrate compliance with this Code. However, it is the Suppliers' responsibility for compliance of their sub- Suppliers with this Code.

#### 13. Violations

- a. You must promptly take necessary corrective actions to remedy any noncompliance with this Code. In the event of any noncompliance, or in the event you are unwilling or unable to comply with this Code, we reserve the right, in our sole discretion, to decline to make further purchases under any agreement between you and the Company, terminate any such agreements and/or terminate the business relationship with you, in addition to exercising any and all other available remedies.



- b. The Company offers the following resources for you to report compliance concerns:
  - i. [Legal@masterbrand.com](mailto:Legal@masterbrand.com)
  - ii. Anonymous reporting through the Company's toll-free and web-based hotlines operated by an outside professional resource:
    - 1. United States phone number: 1 (833) 416-5415
    - 2. Report through the web portal and globally:  
<http://masterbrand.ethicspoint.com/>

Updated: February 13, 2024