

Annex to Supplier Code of Conduct

This Annex to Supplier Code of Conduct (this “Annex”) is an attachment to, and incorporated by reference into, the Supplier Code of Conduct of Kurt J. Lesker Company (“KJLC”). KJLC requires that its Suppliers (including their employees, representatives and subcontractors) comply with the Code, and Supplier is completing this Annex to certify to its agreement to the Code and Supplier’s commitment of continual compliance at all times while a Supplier of KJLC. As used in this Annex, “Code” means the KJLC Supplier Code of Conduct, together with this Annex, as in effect as of the date of Supplier’s execution of this Annex, and as may be updated or amended from time to time by KJLC as set forth herein. By signing below, Supplier agrees to the following to the extent applicable to the business in which the Supplier engages:

1. Applicability of the Code.

Supplier has received a copy of the Code and has read and understood the requirements of Supplier stated therein. The Code does not replace specific contractual requirements between KJLC and Supplier and if any specific contractual term is stricter than the Code, the Supplier must meet the stricter contractual requirement. Further, where legal or regulatory requirements applicable to Supplier are more stringent than or conflict with this Code, Supplier shall comply with such legal or regulatory requirements while seeking to meet the underlying principles of the Code. The Code shall form part of any agreement entered into between Supplier and KJLC whether or not expressly incorporated into such agreement.

2. Government Contracting Requirements

To the extent that a Supplier supplies goods or services to KJLC in support of government contracts, KJLC expects the Supplier to fully comply with all applicable government contracting rules and regulations, including but not limited to the applicable Federal Acquisition Regulations and the Department of Defense FAR Supplements.

3. Affirmative Action Compliance

KJLC is a federal contractor obligated to take affirmative action to employ women, minorities, disabled individuals, and veterans. KJLC is also required to inform those with whom it conducts business that they, too, may have such obligations. Supplier should know that, by operation of law, as well as by this notification, the Equal Employment Opportunity Clause required under Executive Order 11246, (41 C.F.R. 60-1.4), the affirmative action commitment for special disabled veterans and veterans of the Vietnam Era set forth in 41 [C.F.R. 60-300.44(f)(1)(ii)], the Affirmative Action Clause for Section 503 of The Rehabilitation Act of 1973 set forth in 41 [C.F.R. 60-741.44(f)(1)(ii)], and the related regulations of Secretary of Labor, (41 C.F.R.), Chapter 60, are incorporated in all of KJLC’s contractual relationships with Supplier and others.

This notification does not necessarily mean that Supplier’s business has any or all of the affirmative action obligations referenced above. This will depend upon a number of factors, including the dollar amount of the relevant transaction(s) and the size of Supplier’s workforce. This provides that if the laws’ jurisdictional requirements are met, Supplier will abide by any and all of its affirmative action responsibilities. The governing agency on affirmative action requires that KJLC maintain documentation to show that KJLC is in compliance with the law itself. Therefore, Supplier will provide KJLC with documentation as to Supplier’s compliance with these federal requirements upon KJLC’s reasonable request.

4. Export Control Regulations

Supplier shall comply with all applicable export controls laws and regulations, including but not limited to the United States' International Traffic in Arms Regulations and Export Administration Regulations, and the United Kingdom's Export Control Act 2002.

5. Anti Corruption and Anti Bribery Compliance

Supplier shall comply with the anti-corruption and anti-bribery laws and regulations of the United States of America including, without limitation, the Foreign Corrupt Practices Act; and the anti-corruption and anti-bribery laws and regulations of the United Kingdom including, without limitation, the Bribery Act 2010.

6. OFAC Compliance

Supplier certifies to KJLC that it is not a U.S. government restricted or sanctioned party, including but not limited to a party restricted or sanctioned by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"). Further, Supplier certifies that it is not owned in the aggregate 50% or more by persons or entities restricted or sanctioned by OFAC.

7. Compliance with the Code

To the best of Supplier's knowledge, Supplier is in compliance with the Code as of the date of signing this Annex and Supplier shall continue to comply with the Code. Supplier will not take any action or fail to take any action that violates the Code. Supplier shall use its best efforts to implement the principles and standards outlined in the Code with its suppliers and subcontractors.

8. Confirmation and Audit

Upon reasonable advance notice, Supplier will provide access to KJLC to audit and verify Supplier's compliance with the Code and agrees to fully cooperate with KJLC in any investigation thereof, including the production of any information or documentation that is reasonably requested by KJLC. This access will include making available information and documentation from suppliers and subcontractors of Supplier.

9. Code Updates and Amendments

Supplier acknowledges that the Code will be updated and amended by KJLC from time to time and that Supplier's agreements and acknowledgments contained in this Annex shall apply to any such updates and amendments as if fully set out in the Code on the date of Supplier's execution hereof. Supplier's agreement with such updates or amendments shall be assumed and deemed effective upon the lapse of thirty (30) days from the date such updates and amendments are either (i) provided to Supplier or (ii) published and made available to Supplier by KJLC on its website at www.lesker.com. Notwithstanding the effectiveness of Supplier's agreement to such updates and amendments, KJLC may request that Supplier provide a further certification from time to time and Supplier shall provide such further certification(s) without delay.

[Signature page follows]

The undersigned warrants and represents that the undersigned has authority to bind the Supplier to comply with the terms of the Code and hereby agrees to all of the foregoing effective as of the date of the undersigned's signature below:

Supplier Name

Signature of Authorized Representative

Printed Name and Title

Date