

# **Supplier Code of Conduct**

At Leggett & Platt, Incorporated, we believe that acting ethically and responsibly is not just a good business practice—it simply is the right thing to do.

We've been in business since 1883, and we value our reputation for conducting business in an ethical and responsible manner. Our supply chain is a vital part of our success. Because of this, we seek to only do business with suppliers that share our core business principles. That's why we've adopted this Supplier Code of Conduct ("Supplier Code").

As used in this Supplier Code, "L&P" refers to Leggett & Platt, Incorporated, including its groups, business units, divisions, and/or subsidiaries; and "Supplier" refers to any entity or person providing products or services to L&P and includes, without limitation, such supplier's subsidiaries, affiliates, employees, representatives, agents, contractors, subcontractors, and any other sub-tier sources.

To the extent Supplier conducts business with, for, or on behalf of L&P, or otherwise in connection with L&P business, this Supplier Code sets forth L&P's expectations for how Supplier conducts business.

### **ETHICS AND COMPLIANCE**

L&P's reputation is based not only on the actions of its employees, but also on the actions of its suppliers. Supplier is expected to uphold the highest standards of ethical conduct in all of Supplier's actions.

To the extent Supplier conducts business with, for, or on behalf of L&P, or otherwise in connection with L&P business, Supplier shall fully comply with both the letter and spirit of all applicable national, federal, state, local and foreign laws and regulations and is expected to comply with this Supplier Code. Where this Supplier Code requires Supplier to meet a higher standard than set out by law or regulation, Supplier is expected to meet such higher standard. We expect Supplier to ensure compliance with this Supplier Code throughout its operations and supply chain.

#### **BRIBERY AND CORRUPTION**

When conducting business with, for, or on behalf of L&P, or otherwise in connection with L&P business, Supplier shall fully comply with any applicable anti-bribery or anti-corruption laws and regulations, including the United States Foreign Corrupt Practices Act, any local equivalent laws in any country in which business is conducted, and the laws of the countries where Supplier is headquartered and formed. Supplier also shall comply with L&P's then current Global Anti-Corruption Policy located at <a href="https://www.leggett.com/document/load/global-anti-corruption-policy.pdf">https://www.leggett.com/document/load/global-anti-corruption-policy.pdf</a>, which may be modified from time to time without prior notice to Supplier and which is incorporated by reference into this Supplier Code.

# **GIFTS AND ENTERTAINMENT**

Supplier must never provide or offer anything of value (e.g., travel, lodging, gifts, hospitality, entertainment, meals, favors, etc.) to L&P employees (or their family members) to inappropriately influence L&P's business decisions or compromise L&P's judgment. Subject to the foregoing, modest gifts and entertainment (including meals) may be provided to L&P employees (and their family members) to the extent they have legitimate business purposes, are reasonable, ordinary, customary, proportionate and lawful, and comply with the following requirements:

- (i) The value of gifts must not exceed U.S. \$100 (or equivalent in local currency) in total per L&P employee (including gifts made to his or her family members) during any given year. Gifts of cash or cash equivalents, such as VISA gift cards that have widespread acceptance, are prohibited.
- (ii) The value of entertainment (including meals) must not exceed U.S. \$100 (or equivalent in local currency) per L&P employee (including entertainment provided to his or her family members) per occasion. Entertainment (including meals) must not exceed more than four events during any given year. Supplier must never provide entertainment that could harm L&P's reputation.
- (iii) Gifts or entertainment provided to an L&P employee's family member are considered gifts or entertainment provided to the L&P employee.

Supplier must never provide or offer anything of value on L&P's behalf to third parties, including government officials, except for modest gifts and reasonable entertainment (including meals), which are in compliance with, and do not exceed the limits set by, L&P's Global Anti-Corruption Policy.

# **COMPETITION**

While conducting business with, for, or on behalf of L&P, or otherwise in connection with L&P business, Supplier must comply with all applicable antitrust and competition laws and regulations. Without limiting the foregoing, Supplier shall not enter into any agreement, formally or informally, to unlawfully restrict competition; fix prices or other terms and conditions of sale; eliminate, reduce, or interfere with competition for a job or contract that is to be awarded on the basis of bids; divide or allocate territories, customers, suppliers, or business opportunities; boycott customers or suppliers; limit production or supply; or set compensation or benefits, while conducting business with, for, or on behalf of L&P, or otherwise in connection with L&P business.

# **MONEY LAUNDERING**

Supplier must comply with applicable laws prohibiting money laundering. Supplier shall not enter into any arrangement that facilitates or may cause L&P to be directly or indirectly involved in money laundering.

TRADE COMPLIANCE

International trade laws and regulations include, but are not limited to, economic sanctions, export

control, and anti-boycott laws and regulations. Supplier must comply with all international trade laws and regulations applicable to (i) Supplier, (ii) Leggett & Platt, Incorporated, and (iii) the particular L&P entity

with which Supplier does business. Supplier must avoid doing anything that would place Supplier or L&P

in violation of such laws and regulations.

**CONFLICTS OF INTEREST** 

"Conflict of interest" means any circumstance, transaction or relationship directly or indirectly involving

Supplier in which the private interest of any director, employee, representative or agent of L&P, or of

Supplier, improperly interferes, or appears to improperly interfere with the interests of L&P. If a Supplier becomes aware of an actual or potential conflict of interest that may impact its work for or on behalf of

L&P, it shall promptly notify L&P by contacting legal@leggett.com. Depending on the circumstances,

Supplier may be required to put in place appropriate measures to manage the conflict of interest.

**ENVIRONMENT, HEALTH, AND SAFETY** 

Supplier must comply with all applicable environmental, health and safety laws and regulations. To the

extent appropriate for Supplier's business and operations, Supplier is expected to maintain a functional

environmental, health and safety management system with appropriate controls, procedures and

protective measures to mitigate environmental, health and safety risks in the workplace.

Suppliers shall continually strive to protect those in the community who may be affected by Supplier's

activities. Supplier shall conduct its business and operations in a manner that minimizes environmental

impacts. Supplier shall use resources efficiently and sustainably and minimize waste, pollutants, emissions,

and energy consumption.

Supplier must provide and maintain a safe and healthy working environment at its facilities. Workers shall

have the right to refuse unsafe work and to report unhealthy working conditions.

PRODUCT REGULATORY COMPLIANCE

Product Compliance: Supplier shall comply with all applicable laws and regulations related to product

compliance, including the prohibition or restriction of chemicals and any labelling requirements applicable

to all products Supplier supplies to L&P. Supplier must provide full and accurate disclosure of all chemicals

in the products Supplier supplies to L&P on L&P's request.

Conflict Minerals: Supplier must ensure that no tantalum, tin, tungsten and/or gold ("Conflict Minerals"),

contained in any products supplied by Supplier, originated from (a) the Democratic Republic of the Congo

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or an adjoining country or (b) a Conflict-Affected and High-Risk Area (as defined below), unless, in each case, the Conflict Minerals were processed by a facility listed as conformant pursuant to the RMI Responsible Minerals Assurance Process. Supplier shall communicate to its sub-suppliers Supplier's commitment to responsible sourcing and legal compliance. Supplier shall cooperate and work with its sub-suppliers in an attempt to ensure traceability of Conflict Minerals, at least to the smelter or refiner level, to maintain and record all Conflict Minerals traceability documentation for five years and to provide such documentation to L&P upon request. Supplier shall complete and provide RMI Conflict Minerals Reporting Template declarations at L&P's request. Supplier shall comply with L&P's then current Conflict Minerals Policy, located at <a href="https://www.leggett.com/document/load/conflict-minerals-policy.pdf">https://www.leggett.com/document/load/conflict-minerals-policy.pdf</a>, which may be modified from time to time without prior notice to Supplier and which is incorporated by reference into this Supplier Code. "Conflict-Affected and High-Risk Area" means any of the areas shown on the CAHRA list accessed via <a href="https://www.cahraslist.net">https://www.cahraslist.net</a>.

#### **LABOR AND HUMAN RIGHTS**

Supplier shall respect the human rights of their employees and treat them with dignity and respect. Supplier shall manage its own workforce to achieve the following results:

Freedom of Association and Collective Bargaining: Supplier shall respect the lawful rights of its employees to associate freely, bargain collectively, and form, join or refrain from joining labor unions or workers' councils without interference, discrimination, retaliation, or harassment to the extent required by applicable law. Where employees are represented by a union, Supplier shall bargain in good faith with the union's freely chosen representatives to the extent required by applicable law.

**Nondiscrimination:** Supplier shall maintain workplaces that are free from discrimination. Supplier shall not discriminate in recruitment, hiring, training, compensation, advancement, or any other aspect of employment based on that person's sex, age, race, ethnicity, ancestry, color, sexual orientation, gender identity and expression, national or place of origin, citizenship, pregnancy, religion or creed, disability, family status, marital status, military status, genetic information, or any other status protected by law.

**Harassment**: Supplier shall maintain workplaces that are free from harassment and abuse. Supplier shall not threaten employees with, or subject them to, harsh or inhumane treatment, including but not limited to, corporal punishment, verbal abuse, psychological harassment, mental and physical coercion, sexual harassment, or a hostile work environment.

Pay and Benefits: At a minimum, Supplier shall comply with applicable laws and regulations on pay and benefits. L&P encourages Supplier to pay a minimum living wage that is sufficient for workers to meet their basic needs and provide some discretionary income.

Working Hours: Supplier shall comply with applicable laws and regulations on working hours.

**Child Labor:** Supplier shall comply with applicable child labor laws. Supplier must employ only workers who meet the applicable minimum legal age requirement in the locations where such workers are employed. In the absence of local laws, Supplier shall not employ children under the age of 16. If the type of work is, by its nature, likely to jeopardize the health or safety of the employed, the minimum age of employment may not be less than 18 years.

**Human Trafficking and Forced Labor:** Supplier shall not engage in human trafficking and must refrain from using any form of forced labor, including involuntary, debt-bonded, or slave labor. Forced labor means all labor which is exacted from any person under the menace of any penalty and for which such person has not offered themself voluntarily. Supplier must not engage in practices associated with forced labor, including the withholding of wages, retention of identity documents, and restriction of movement.

# **DIVERSITY, EQUITY AND INCLUSION**

Because we value diverse employees and a diverse supplier network, we desire to engage with suppliers who integrate diversity into their hiring and procurement practices. Supplier is encouraged to develop and promote inclusive cultures where diversity is valued and all workers are able to contribute and reach their full potential.

# **PROTECTION OF L&P DATA**

Any Supplier receiving personal or confidential information from L&P is expected to maintain reasonable and appropriate physical, technical, and administrative safeguards that meet industry standards and applicable statutory, regulatory, and standards bodies/industry recognized requirements, such as NIST CSF, NIST 800-53, ISO 27001, or ISO/SAE 21434, to ensure the security of physical documents as well as the Supplier and L&P computer networks and the confidentiality of information contained on any such network and to protect all of the foregoing from unwarranted, accidental or unauthorized access, use, disclosure, modification or destruction ("Unauthorized Access").

In the case of Unauthorized Access to L&P data, Supplier will, at Supplier's sole cost and expense: (i) immediately upon discovery, notify L&P of any Unauthorized Access to L&P data ("Breach of Security") at <a href="mailto:cyber.alert@leggett.com">cyber.alert@leggett.com</a>; (ii) promptly furnish to L&P full details of such Breach of Security and assist L&P in investigating the Breach of Security; (iii) cooperate with L&P in any litigation and investigation against third parties deemed necessary by L&P to protect its proprietary or other rights; (iv) use reasonable precautions to prevent a recurrence of a Breach of Security; and (v) take all reasonable and appropriate action to mitigate any potential harm related to a Breach of Security, including any reasonable steps requested by L&P.

# Accurate Books and Records; Inspections, Audits and Assessments; Corrective Action Plans

Supplier is solely responsible for compliance with this Supplier Code and must be able to demonstrate

compliance to L&P's satisfaction. Supplier must retain documentation necessary to demonstrate compliance with this Supplier Code, including but not limited to accurate books and records, for a

reasonable period of time in light of the usefulness of the records.

Supplier acknowledges that L&P or its agent may in its discretion conduct inspections, audits, and assessments of Supplier, but has no obligation to do so. Supplier shall cooperate with and promptly respond to requests for inspections, audits and assessments by L&P or its agent regarding matters covered by this Supplier Code. Inspections, audits and assessments may be remote or on-site and with or without

notice as determined by L&P in its sole discretion.

Supplier shall promptly report to L&P any breach of this Supplier Code. Supplier will propose a corrective action plan for the prompt correction of any non-compliance and a specified timeframe for completion. Notwithstanding the foregoing, L&P reserves the right in its sole discretion to suspend or terminate its business relationship with Supplier, including any relevant agreement(s) and/or order(s), if any, without liability to L&P, at any time Supplier is unwilling or unable to demonstrate compliance with any part of the

Supplier Code.

**How to Raise Concerns or Report Violations** 

L&P takes violations of its Supplier Code seriously and investigates reports of actual or suspected misconduct.

Supplier may report any concerns or actual or suspected violations of this Supplier Code to L&P as follows:

(1) Email L&P's Ethics Hotline at <a href="legal@leggett.com">legal@leggett.com</a>;

(2) Call L&P's Ethics Hotline at 1-800-888-4258 (HALT); or

(3) Write L&P's General Counsel at:

Mail: Leggett & Platt, Incorporated

Legal Department
ATTN: General Counsel
No. 1 Leggett Road

Carthage, Missouri 64836

USA

Reports can be made on a confidential and anonymous basis to the fullest extent practicable and allowed by law. Supplier must not retaliate against its employees for reporting concerns to L&P in good faith.

# Miscellaneous

The contents of this Supplier Code are in addition to and do not in any way affect or prejudice any of L&P's rights and remedies under the relevant contract(s) with Supplier, if any. L&P reserves its rights and retains the sole discretion to exercise any rights under its agreements with Supplier and/or local laws and regulations, and any election not to exercise such rights shall in no way constitute a waiver of L&P's rights. This Supplier Code neither confers, nor shall it be interpreted, construed or deemed to confer, any rights on the part of Supplier or any third parties, including any third-party beneficiary rights, nor does it impose any obligations on L&P. The applicable version of the Supplier Code shall be the then current version available on L&P's website at <a href="http://leggett.com/document/load/supplier-code-of-conduct.pdf">http://leggett.com/document/load/supplier-code-of-conduct.pdf</a>, which may be modified from time to time without prior notice to Supplier. Supplier is expected to check the foregoing website for updates to the Supplier Code from time to time and adhere to the updated requirements.