

**Duracell Responsible Trading Code of Conduct and Third Party**  
**Prohibited Business Practices Policy**

It is the policy of Berkshire Hathaway Inc. and its subsidiaries, including all Duracell entities, to strictly comply with all laws and regulations that apply to any of their activities and operations, or that may give rise to the risk of liability for Berkshire, its subsidiaries or persons employed by any of them, and to comply with a Duracell employee policy and code of conduct. In addition, Duracell requires that all third parties with which it does business, including without limitation any agent, consultant, representative, supplier, sales agent, reseller, distributor, joint venture partner, customs/import broker, freight forwarder, contractor (“Intermediaries”) adhere to a similar code of business conduct, as documented herein. Each Intermediary shall comply with this Third Party Prohibited Business Practices Policy (“Policy”), strictly abide by all applicable laws and regulations, and exercise great care not to take or authorize any actions that may create even the appearance of illegal conduct or other impropriety. Any Intermediary that violates this Policy may be subject to termination and any other available legal remedies.

**I. COMPLIANCE WITH BOTH U.S. AND APPLICABLE FOREIGN LAW IS REQUIRED**

The purpose of this Policy is to set forth Berkshire’s position against corruption and to describe the minimum procedures that must be followed by Intermediaries to ensure compliance with this Policy and anticorruption laws. This Policy (1) identifies certain specific laws and regulations that may apply to an Intermediaries’ operations, and (2) sets forth the minimum standards that must be followed to ensure compliance with those laws and regulations. The applicable laws and regulations include not only federal, state and local laws and regulations of the United States, but also laws and regulations of any foreign countries in which Duracell and each Intermediary does business, such as the United Kingdom’s Bribery Act of 2010. Because the Foreign Corrupt Practices Act of 1977 (“FCPA”) is the anti-corruption law which most broadly affects international business, this Policy uses that statute as a framework for the Policy. However, the Policy uses the term “government official” in most places where the FCPA uses the term “foreign official,” to make it clear that this Policy applies to interactions with all government officials worldwide, and that adherence to the principles and procedures set forth within this Policy will ensure compliance with all nations’ anti-corruption laws.

This Policy is not exhaustive, and there may be additional laws and regulations that apply. It is the Intermediary’s responsibility to comply with all applicable laws, rules and regulations.

**II. PROHIBITED OFFERS OR PAYMENTS**

Each Intermediary must strictly comply with the U.S. law known as the FCPA and all other applicable anti-corruption laws. The FCPA prohibits bribes, kickbacks and favors to government officials to obtain an improper advantage, such as among other examples, the awarding of business or a government contract, obtaining a tax benefit or reduction of VAT or corporate income taxes, obtaining a permit or license, or expediting action on permits, tax benefits or the importation of goods.

***Prohibited Purposes.*** To ensure compliance with the FCPA, no Intermediary may corruptly provide, promise or offer to provide anything of value to a government official for any of the following purposes:

- Influencing the official;
- Securing any improper advantage;
- Affecting any official decision; or
- Helping the Intermediary obtain or retain business or direct business.

Similarly, no Intermediary may *authorize* a third party to corruptly offer or promise to provide something of value to a government official for any of the purposes listed above.

**“Corrupt” Payments.** The FCPA prohibits promising, providing, offering to provide, or authorizing the provision of things of value to a government official if done “corruptly.” This means that the payor has an intent or desire to improperly influence the recipient and to get something in return, *i.e.*, a *quid pro quo*. The word “corruptly” is used in the FCPA statute to make clear that the offer, payment, promise or gift must be intended to induce the official to misuse his or her official position in order to assist the giver in obtaining a business advantage.

**Government Officials.** The prohibition of improper payments found in the FCPA applies to more than just individuals actively serving in governments. Under the FCPA, a government official is:

- Any officer or employee of a government or any department, agency, or instrumentality of a government;
- Elected officials;
- Any officer or employees of a public international organization such as the United Nations or World Bank;
- Any individual acting in an official capacity for or on behalf of a government agency, department, instrumentality or of a public international organization;
- Any officer or employee of a company owned or controlled by a government;
- Political parties outside of the United States and their employees;
- Candidates for political office outside of the United States; and
- Any member of a royal family who may lack formal authority but who may otherwise be influential, including by owning or managing state-owned or controlled companies.

It is important to note that employees of state owned or controlled entities (whether partially or completely state owned or controlled) are considered government officials under the FCPA regardless of the rank, nationality or their classification under local law. Some individuals, who may not be considered government officials in their own country, are considered government officials under the FCPA. In addition, a company may be under government control even if it is publicly traded, and even if some of its stock is not owned by the government. In some countries, government control of publicly traded companies is common. This Policy prohibits promising, providing or offering to provide anything of value to employees or agents of state owned or controlled companies for any of the prohibited purposes described above, even if those companies are engaged in purely commercial businesses.

For purposes of this Policy, close family members of government officials (*i.e.*, brother, sister, mother, father, husband, wife or child) are treated as government officials to whom Intermediaries shall not corruptly promise, offer, authorize or provide anything of value. Similarly, for purposes of this Policy, the Policy’s prohibitions also apply with regard to former government officials in cases where the former official retains some sort of quasi-official status.

**Anything of Value.** The term “anything of value” is construed very broadly under the FCPA and includes far more than just monetary gifts. Each of the following, among other things, could constitute a “thing of value”:

- Monetary gifts in any form (whether cash, check, wire, etc.);
- Other types of gifts;
- Meals (including drinks);
- Entertainment, such as golf outings or sporting events;
- Travel, whether domestic or foreign;
- Flights on private or company provided aircraft;
- Excessive discounts on products or services;

- Excessive commissions;
- Sales at less than market value;
- Purchases at above market rates;
- Art;
- Vehicles;
- Personal gifts;
- Contractual rights;
- Donations to charity; and
- Scholarships for family members

The term also applies to intangible benefits such as contributions to an official's favorite charity, offers of employment for an official's friends or family, assisting an official's family member or friend in gaining admittance to a school, or other kinds of help or assistance to officials or their friends and family. This Policy applies equally to offers of payment and things of value to relatives and family members of government officials, as to the government officials themselves.

While there are limited exceptions under the FCPA for bona fide and reasonable travel and lodging expenses for government officials if the expenses relate directly to (1) the promotion, demonstration or explanation of products or services, or (2) the execution or performance of a contract; and for certain routine facilitating payments that are properly recorded in the Intermediaries' books and records, it is the Intermediaries' obligation to seek counsel to ensure that any attempt to avail those exceptions is proper. It is important to note that the FCPA can apply even to companies or individuals that lack knowledge of improper payments, gifts, or promises or offers of payments or gifts of something of value, if they are "willfully blind" to that knowledge.

***All Improper Payments Prohibited.*** While the FCPA applies only to bribes and kickbacks paid to government officials, improper payments to other persons may violate other U.S. laws or the local law of the country in which such payments are made. This Policy expressly prohibits the offering or payment of bribes or kickbacks to any person under any circumstances in order to influence their actions or gain some improper business advantage, whether the recipient is domestic or foreign and whether or not the recipient is a government official.

***Transactions with Certain Blocked Individuals, Entities and Groups***

Intermediaries shall comply with all applicable local laws, rules, regulations and Directives and shall also comply with all US laws, executive orders and regulations, including trade and economic sanctions. In addition, no Intermediary may engage in, facilitate or approve any prohibited transactions and/or conduct, directly or indirectly on behalf of Duracell or for the benefit of Duracell, which directly or indirectly involves Cuba, Iran, Sudan, North Korea or Syria, without the express prior authorization from Duracell's Chief Legal Officer. No transactions are permitted in the Crimea region of Ukraine, the so-called Donetsk People's Republic or Luhansk People's Republic regions of Ukraine.

Furthermore, no intermediary may engage in, facilitate or approve any conduct, directly or indirectly on behalf of Duracell or for the benefit of Duracell, which directly or indirectly involves any individual or entity that appears on: (i) the SDN List, or any other list of restricted parties administered and maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury; (ii) any individual or entity that appears on: (a) the Denied Persons List, (b) the Entity List; (c) the Unverified List, or (d) the Military End-User List, each of which is administered and maintained by the Bureau of Industry and Security, U.S. Department of Commerce, or any individual or entity that appears on the list of Statutorily Debarred Parties administered and maintained by the U.S. Department of State; (iii) any individual or entity that is organized, incorporated, established, located or

ordinarily resident in a Sanctioned Jurisdiction; (iv) the government, or any agency or instrumentality of the government of, a Sanctioned Jurisdiction; or (v) any entity that is owned or controlled by, or otherwise acting on behalf of, any of the foregoing (collectively, “Sanctioned Persons”).

Intermediaries shall fully comply with the US Uyghur Forced Labor Prevention Act and all other applicable US and foreign laws, rules, Directives and regulations relating to forced labor. Any Intermediary shall immediately disclose to Duracell in writing any business relationships it has in the Xinjiang region of PRC and shall demonstrate to Duracell’s satisfaction full compliance with all applicable laws, rules, regulations and Directives.

#### ***Disclosure of Iran-Related Activities***

In order to comply with SEC disclosure requirements relating to certain Iran-related activities, this Policy prohibits activities involving or relating to Iran or persons from Iran on the SDN List in any way directly or indirectly related to the Intermediary’s business with Duracell, absent prior written disclosure to Duracell and the written approval of its Chief Compliance Officer.

As anti-terrorism and foreign policy programs evolve and related rules change, the nature and extent of permitted and prohibited activities could change. For instance, additional countries or persons could become subject to embargoes or sanctions programs, or existing embargoes could be lifted or sanctions programs relaxed. Also, additional or different requirements may be applicable to Duracell entities that are not U.S. persons or that are doing business outside of the United States. Intermediaries must monitor and comply with all changes to any applicable laws, rules, regulations and Directives and immediately notify Duracell if they become aware of any violations.

#### ***U.S. Anti-Boycott Laws***

U.S. anti-boycott laws require that U.S. companies and foreign subsidiaries they control refuse to participate in foreign boycotts that the United States does not sanction. Although the anti-boycott laws apply to all non-U.S.-sanctioned boycotts imposed by foreign countries, the Arab League’s boycott of Israel is the principal foreign economic boycott affecting companies. It is the policy of Duracell that all Intermediaries must comply fully with all applicable U.S. anti-boycott laws. By way of example, such anti-boycott violations could come in the form of a negative country of origin certification (the product contains no Israeli components) or vessel certifications (goods shall not ship on Israeli flag vessels) or similar certifications.

#### ***Military usage or intelligence***

No intermediary may engage in, facilitate or approve any conduct, directly or indirectly on behalf of Duracell or for the benefit of Duracell, which directly or indirectly involves any proliferation-related or military/military intelligence end use or a military/military intelligence end user.

### **III. LABOR & HUMAN RIGHTS**

Intermediaries shall comply with all applicable labor and human rights laws, rules, directives and regulations, as well as the provisions of this Policy. With respect to labor, Intermediaries shall also abide by the principles below:

#### ***1. Employment is Freely Chosen***

1.1 There is no forced, coerced, debt bonded or other involuntary labor, including any involuntary or exploitive prison, slavery, trafficked or indentured labor.

1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

## ***2. Freedom of Association; Non-Discrimination***

2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

2.2 Workers representatives are not discriminated against, and have access to carry out their representative functions in the workplace where provided for under, and within the limits of, domestic and international laws. Intermediaries shall not discriminate, exclude or have a certain preference for persons on the basis of gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, membership in unions or any other legitimated organizations, political affiliation or opinions, sexual orientation, family responsibilities, marital status, diseases or any other condition that could give rise to discrimination. In particular, workers shall not be harassed or disciplined on any of the grounds listed above.

## ***3. Working Conditions are Safe and Hygienic***

3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment., including maintaining the workplace, workstation and work equipment to a sufficiently high safety standard, along with appropriate protective measures to avoid exposure to chemical, physical or biological substances. Suppliers shall also implement reasonable measures such as mandatory rest breaks to mitigate the risk of excessive physical and mental fatigue by employees, Duracell's partners shall comply with occupational health and safety regulations, or with international standards where domestic legislation is weak or poorly enforced.

3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Public or private security forces will be monitored to guard against cruel, inhumane or degrading treatment that damages life or limb or impairs the right to organize and the freedom of association.

3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of workers, including access to food, clothing, water and sanitation.

3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

## ***4. No Child Labor***

4.1 There shall be no new recruitment of child labor.

4.2 Children below the minimum age of completion of compulsory schooling as defined by law, which shall not be less than 15 years, unless the exceptions recognized by the ILO conventions apply. Children and young persons under 18 shall not be employed at night or in hazardous conditions.

4.3 For people over the compulsory age for schooling in the relevant country and under the age of 18 ("Young Workers"), including apprentices and vocational students, suppliers must comply with all applicable laws and regulations relating to the minimum working age and the compulsory age for schooling. Suppliers must also have special protections in place for Young Workers to ensure that the work they carry out isn't mentally, physically, socially or morally dangerous or harmful, and doesn't interfere with education.

## ***5. Wages are Paid Pursuant to Local Standards***

5.1 Wages and benefits paid for a standard working week meet, at a minimum, all national legal standards.

5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for

the pay period concerned each time that they are paid. Wages are to be paid in a timely manner, regularly, and fully. Partial payment in the form of allowance “in kind” is accepted in line with ILO specifications and any such need to be observed if payment in kind is applied.

5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned.

### ***6. Working Hours are Not Excessive***

6.1 Working hours comply with applicable national laws, including but not limited to laws regarding maximum working hours, required rest days, and overtime.

6.2 Intermediaries shall at all times ensure that workers are not required to work more than 48 regular hours per week, except in extraordinary business circumstances and other exceptions specified by the ILO conventions. Any legal requirements as to resting breaks and days off should at all times be complied with.

Applicable national laws, industry benchmark standards or collective agreements are to be interpreted within the international framework set out by the ILO. The use of overtime is meant to be exceptional, voluntary, paid at the standards required by law.

### ***7. Regular Employment Relationship***

Work performed will be on the basis of a recognized employment relationship established through national law and practice.

### ***8. No Harsh or Inhumane Treatment***

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

### ***9. Environment***

Consider and use reasonable measures to minimize the environmental and social impacts of its activities, such as by way of example, the negative impacts of pollution in waterways, which can be an unintended impact of the production of chemicals and can have an impact on water sources for people and nature. Also consider harm to soil, water pollution, air pollution, harmful noise and excessive water consumption that has an adverse impact on nature and people. Ensure that waste is managed in an environmentally responsible manner in accordance with applicable regulations, including, for hazardous waste, compliance with the requirements set out in the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal.

### ***10. Product-specific policies and principles***

For certain supply chains we specify product-specific responsible sourcing policies or principles to provide additional standards and requirements to ensure compliance, including for battery materials and conflict minerals. These are made publicly available at <https://www.duracell.com/en-us/statements>. This Policy and the Duracell Conflict Minerals Policy and Duracell Battery Materials Policy (“Product-specific Policies”) should always be read in conjunction with each other. In case of contradictions, the Product-specific Policies will prevail. In the absence of a Product-specific Policy for a supplier’s specific supply chain type and tier, this Policy shall apply.

#### ***10.1. Conflict Minerals***

Ensure compliance with Duracell’s Conflict Minerals Policy as well as all applicable laws, rules, regulations and directives relating to conflict minerals.

#### ***10.2. Battery Materials***

Ensure compliance with Duracell’s Battery Materials Policy, which applies to suppliers of battery materials in the EU, as well as all applicable laws, rules, regulations and directives relating to batteries.

### ***11. Respect for Community Groups and Indigenous Peoples***

Respect the rights of community groups and indigenous peoples in communities where the supplier operates and where its supply chain operates, without engaging in unlawful evictions or taking of land, water, or forests.

### ***12. Audits and Consequences of Non-Compliance***

Duracell will have the right to audit compliance with this Policy and other components of the applicable contract with Intermediaries. Our procedures to identify, manage, and prevent adverse human rights impacts are based on a variety of processes and methods, including risk-based due diligence which is designed to provide transparency on the priority sustainability challenges in Duracell's supply chain. We conduct risk assessments and may conduct ethical audits, directly or through a third-party platform, for sharing site-specific supply chain sustainability and audit data. This program supports monitoring of compliance with this Policy by reviewing suppliers' adherence to this policy. We are committed to continuous improvement. We will periodically review this policy and update it when Duracell deems it appropriate. In addition, we have internal controls in place to demonstrate and measure the extent of the actual deployment of our codes and policies. Supplier commits to implementing appropriate action plans to reduce and manage risk high risks. Duracell is committed to doing business the right way, thus any violations of our Policies may result in termination of the business relationship along with any other remedies available under applicable law.