



Supplier Code of Conduct Policy

GENERAL PRINCIPLE

The Supplier Code of Conduct (the “**Code**”) is provided to, and applies to, all third parties (“**Suppliers**”) that produce goods for, or provide goods and/or services to, Prestige Consumer Healthcare Inc. or any of its subsidiaries, divisions, affiliates or agents (collectively referred to herein as “**Prestige**”). In addition, the term “Suppliers” includes Prestige’s licensees, any facilities and/or factories engaged, directly or indirectly¹, by a Supplier to produce goods for, or provide goods and/or services to, Prestige and any third parties that produce, source, distribute market and/or sell goods or services under Prestige trademarks. The Code sets forth the basic and minimal expectations that all Suppliers must meet in order to do business with Prestige. Prestige also expects each Supplier to comply with all applicable laws, rules and regulations (“**Laws**”). Prestige expects the highest levels of integrity from its Suppliers and considers compliance with the Code as a necessary component to that integrity.

ENVIRONMENTAL

Supplier must comply with all applicable environmental Laws. Supplier should be environmentally conscious and demonstrate continuous improvement with regard to recycled content of materials and products supplied to Prestige. Suppliers are encouraged to implement the concepts of waste minimization and reduction, reuse, and recycling with regard to materials and products supplied to Prestige. Supplier must:

- Demonstrate compliance with environmental Laws, as well as any required permits, licenses, and governmental permissions;
- Identify and manage hazardous substances used in production in compliance with all environmental Laws;
- Comply with applicable labeling Laws for recycling and disposal of hazardous substances and hazardous wastes;
- Manage and dispose of non-hazardous solid waste generated from operations as required by applicable Laws;
- Monitor, control and, if required, treat wastewater generated from operations before discharge as required by applicable Laws; and
- Take appropriate precautions to prevent contamination of storm water runoff from Supplier facilities.

¹ Supplier shall ensure each of Supplier’s subcontractors’ compliance with all applicable Laws, and the principals expressed in this Code.

LABOR & HUMAN RIGHTS

No Discrimination Suppliers shall employ workers on the basis of their ability to do the job, not on the basis of their personal characteristics or beliefs. Suppliers shall not discriminate against workers based on race, color, gender, nationality, religion, age, sexual orientation, political affiliation, maternity or marital status. Suppliers shall not discriminate in any employment practices, such as employment applications, hiring, promotions, rewards, access to training, job assignments, discipline and/or termination.

No Forced Labor Suppliers shall not engage in slavery or in human trafficking of any kind, including but not limited to the recruitment, harboring, transportation, solicitation, provision or acquisition of persons for labor or services through the use of force, fraud or coercion. Suppliers shall not require any workers to surrender any government-issued identification, passports or work permits as a condition of employment. Suppliers shall not require any worker to remain in employment for any period of time against his or her will.

Child Labor Suppliers shall employ only workers who meet the applicable minimum legal age requirement or are at least 16 years of age, whichever is greater. Suppliers shall maintain official documentation for every worker that verifies the worker's date of birth. In those countries where official documents are not available to confirm exact date of birth, Suppliers shall confirm a worker's age using an appropriate and reliable assessment method, and keep all records related to such confirmation. Suppliers shall comply with all applicable child labor Laws, including those related to wages, hours worked, overtime and working conditions.

Working Hours Suppliers shall set working hours in compliance with all applicable Laws.

Wages & Benefits Suppliers shall set wages and overtime pay, and provide benefits, in compliance with all applicable Laws. Suppliers shall clearly convey the conditions of employment to each worker in a language that is understood by the worker. Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater. While it is understood that overtime may be required, Suppliers shall carry out operations in ways that limit overtime to a level that ensures humane and productive working conditions. Hourly wage rates for overtime must be higher than the rates for the regular work shift. Deductions from wages shall not be used as a disciplinary measure. Manual or electronic timecards shall be used for hourly workers. Suppliers shall provide workers with a clear and understandable wage statement that includes days worked, wages earned per day, hours of overtime, bonuses, allowances and a description of all deductions.

Freedom of Association Workers are free to join associations of their own choosing. Suppliers shall not interfere with workers who wish to lawfully and peacefully associate, organize or bargain collectively. The decision whether or not to do so should be made solely by the workers.

Reporting Suppliers shall provide an anonymous complaint mechanism for workers to report workplace grievances in accordance with local laws and regulations.

HEALTH & SAFETY

Suppliers shall treat all workers with respect and dignity and provide them with a safe and healthy environment. Suppliers shall not use corporal punishment or any other form of physical or psychological coercion.

Manufacturing Facilities Facilities shall be sufficiently lighted. There shall be no obstructions in

any aisles, exits or stairwells. There shall be sufficient, clearly marked and unlocked exits allowing for the orderly evacuation of workers in case of fire or other emergencies. Emergency exit routes shall be prominently posted and clearly marked. Battery operated emergency lights shall be placed above each exit to use in the case of emergencies. Evacuation drills shall be conducted at least annually. Adequate fire detection and suppression equipment shall be readily available and checked regularly. Each facility shall have adequate circulation and ventilation. Suppliers shall provide free potable water for all workers and allow reasonable access to it throughout the work day. Suppliers shall maintain, throughout work hours, reasonably clean, sanitary and private toilet facilities in adequate numbers and shall not place any unreasonable restrictions on their use. All machinery shall be maintained and safety devices shall be installed where appropriate. All hazardous and combustible materials shall be stored in secure and ventilated areas and disposed of in a safe and legal manner. Personal protective equipment shall be made available to workers performing hazardous tasks.

ETHICS

Anti-Corruption Suppliers shall comply with all applicable Laws, including those Laws governing conduct with government officials such as the U.S. Foreign Corrupt Practices Act. Suppliers shall not make any offer or payment that would constitute an illegal bribe or unlawful incentive under applicable Law, nor shall Suppliers otherwise engage in any illegal or corrupt practices in order to promote or advance Prestige's business interest or in an attempt to increase the business Supplier has with Prestige.

No Conflict Minerals Supplier undertakes that no conflict minerals (tantalum, tin, gold, tungsten, or their derivatives) that originated in the Democratic of the Congo or any adjoining country are incorporated in, or necessary to, the functionality or production of any product delivered to Prestige (including in any component manufactured of such product by a third party).

Accounts Suppliers shall not make false, artificial or misleading entries or omissions in any system, book or record. Suppliers shall not intentionally make a payment or approve an invoice, expense report or other document that is incorrect, misleading or inaccurate.

Import/Export if Supplier is responsible for import/export of goods, Supplier shall be aware of and in compliance with all applicable Laws and shall make accurate declarations and not mischaracterize the value or nature of the goods in any way that would create liability.

Intellectual Property Suppliers shall respect both Prestige and third party intellectual property rights. Suppliers shall take all actions necessary to protect Prestige intellectual property and Prestige brand integrity, and Suppliers accept the responsibility to hold their suppliers and subcontractors accountable as well. In supplying products to Prestige, Suppliers shall not violate or infringe any third party patents, and shall take appropriate action to ensure that Prestige will not receive any infringing products.

Relationship Responsibility Suppliers must be sensitive to Prestige colleague internal codes of conduct. For example, Prestige colleagues cannot solicit any gifts from Suppliers, nor can a Prestige colleague accept any gifts or entertainment if such could influence, or appear to influence, the Prestige colleague's business decisions on behalf of the Supplier or interfere with the Prestige colleague's ability to be impartial in carrying out his or her duties. Copies of these policies can be provided upon request.

MONITORING & ENFORCEMENT

Suppliers will establish appropriate training measures to allow their managers and employees to gain

an appropriate level of knowledge and understanding of the contents of this Supplier Code of Conduct. Suppliers must allow Prestige and/or any of its representatives or agents access to its facilities and to all relevant records with reasonable notice. Prestige will continue to develop monitoring systems to assess compliance. Compliance with the following internationally recognized alternative standards, however, will assure minimum standards are met for the listed aspects of Prestige's Code.

- Social Accountability 8000 (SA 8000) – Labor & Human Rights Section of the Code
- United Nations Supplier Code of Conduct – Labor & Human Rights Section and Health & Safety Section of the Code
- Electronic Industry Citizenship Coalition (EICC) Code of Conduct – all sections of the Code, except No Conflict Minerals

If Prestige determines that any Supplier has violated the Code, Prestige may either terminate its business relationship or require Supplier to implement a corrective action plan. If corrective action is advised but not taken, Prestige may suspend placement of future orders and may terminate current production. Suppliers shall notify Prestige immediately if they become aware of any non-compliance of their company or of any of their suppliers with the Code, and Suppliers will take immediate necessary actions to remedy any noncompliance.