

PACTIV SUPPLIER CODE OF CONDUCT
EFFECTIVE APRIL 1, 2019

Pactiv LLC and its direct and indirect subsidiaries (collectively "**Pactiv**") are committed to complying with the law in all countries in which they do business and operating their businesses at all times in an honest, socially responsible and ethical manner. Pactiv wishes to do business only with suppliers of goods and services who share and uphold these principles. Pactiv refuses to do business with suppliers who do not share and uphold these principles. Pactiv has established this Supplier Code of Conduct (the "**Code**") to explain Pactiv's expectation for its suppliers. This Code of Conduct is in addition to, and not in lieu of, any other Pactiv policies that apply to suppliers. Pactiv reserves the right to add to or modify this Code from time to time.

1. Compliance with Law. All business activities of Pactiv suppliers must conform to all applicable laws in the countries in which the supplier does business and in which the supplier delivers goods and services to Pactiv, including, without limitation, laws that apply to employment, manufacturing and workplace safety. This includes complying with the U.S. Foreign Corrupt Practice Act, the U.K. Bribery Act of 2010 and similar laws in other jurisdictions that prohibit making payments or offers of anything of value to government officials, political parties or candidates in order to obtain or retain business.

2. Anti-Corruption Policy. Suppliers will not make any payment or offer anything of value, either directly or through any intermediary, on its own behalf or on behalf of Pactiv or any other person, to any public official, political party or candidate for political office for the purpose of attempting to obtain, keep, or direct business. Suppliers will not offer, promise or give a bribe to any person or request, agree to receive or accept a bribe from any person. Suppliers will maintain complete and accurate records of all payments received from Pactiv and made by or on behalf of Pactiv. Suppliers will take affirmative steps to prevent bribery and similar corrupt practices from occurring within its organization and will take immediate corrective action when such misconduct is detected.

3. No Forced Labor & Violence Against Workers. The use of forced or prison labor by a supplier is absolutely forbidden. Likewise, the use of labor under any form of indentured servitude is prohibited. Suppliers shall not themselves utilize factories or production facilities that force work to be performed by unpaid or indentured laborers or those who must otherwise work against their will, nor shall suppliers contract for the production of products for Pactiv with subcontractors that utilize such practices or facilities. The use of physical punishment, confinement, weapons, threats of violence, or other forms of physical, sexual, psychological, or verbal harassment or abuse as a method of worker or worker discipline or control or for any other reason is strictly prohibited.

4. No Child Labor. The use of child labor by suppliers is strictly prohibited. Suppliers are prohibited from using workers under the legal age of employment for the type of work in the country where the suppliers perform work for Pactiv. If the country in which the supplier is doing business does not define "child" for purposes of minimum age of employment, the minimum age of employment shall be 15 years of age, and the employment of any individual in the production of products for Pactiv below that age shall be strictly prohibited. If local law allows the minimum age of employment to be 14 years of age or younger, the minimum age of employment shall be 14 years of age, and the employment of any individual in the production of products for Pactiv below that age shall be strictly prohibited. In either situation, minors between the ages of 14 and 16 may only be employed to work and only be permitted to work during periods of time when they are not required by law to attend school (except as may be permitted under apprenticeship or other similar programs in which the minor is lawfully and willingly participating).

5. Reasonable Working Hours. Suppliers must ensure that all workers who assist in supplying goods and services for Pactiv do so in compliance with applicable laws pertaining to the number of hours and days worked. Workers are to be provided with reasonable daily and weekly work schedules and adequate allowance is to be made for time-off. Overtime should be voluntary for workers except in unexpected and unusual circumstances required by business needs. Adequate time off shall be at least one day off per week unless the worker volunteers to work.

6. Fair Compensation. Supplier workers must be fairly compensated and provided with wages and benefits that comply with applicable laws. This includes appropriate compensation for overtime work and other premium pay situations required by applicable laws. If applicable laws do not provide for overtime pay, suppliers shall pay at least regular wages for overtime work. Suppliers shall not violate any applicable laws relating to the payment of wages or benefits.

7. No Unlawful Discrimination. Suppliers shall implement and abide by a policy that conforms to applicable laws prohibiting discrimination in hiring and employment practices on the grounds of race, color, religion, sex, age, physical ability, national origin, sexual orientation, gender identity, or any other applicable protected status.

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8. Safe Workplace. Suppliers shall provide their workers with safe and healthy working and, where provided, living conditions. At a minimum, potable drinking water; adequate, clean restrooms; adequate ventilation; fire exits; essential safety and protective equipment, and related training; an emergency aid kit and access to emergency medical care; and appropriately lit work stations must be provided. In addition, facilities must be constructed and maintained in accordance with applicable laws. Suppliers shall not endanger any worker's safety. If any worker's safety is threatened, a supplier shall immediately take steps to ensure that the worker's safety is no longer threatened. Suppliers shall use their best efforts to eliminate or mitigate future threats to worker and worker safety. Accommodations, where provided, must be clean, safe, meet the basic needs of the resident workers, and comply with all applicable laws.

9. Worker Complaint Program. Each supplier will implement and maintain a complaint program or other similar process for workers and other persons to report complaints and input and concerns to the supplier. Suppliers will solicit worker input when developing their complaint programs and will allow workers to participate in and/or manage the complaint programs. Supplier complaint programs will improve, both by intent and in practice, the supplier's business culture, and the supplier will respond meaningfully to complaints with the intent to reach a resolution.

10. Notification to Workers & Subcontractors. Suppliers shall notify their workers of this Code and post the terms of this Code on the supplier's letterhead and in the local language and in any other language used by a substantial number of a supplier's workers, in a prominent place accessible to all workers. Pactiv expects that suppliers ensure that this Code is communicated to the affiliates, subcontractors, workers, and agents of all suppliers, and that it is done in the local language and in a manner that is understood by all. In lieu of posting and communicating this Code, a supplier may post its own codes of conduct as long as that code of conduct substantially conforms to the principles in this Code.

11. Inspections. Each supplier shall designate one or more of its management staff to be responsible for monitoring its facilities, and the facilities of its subcontractors and affiliates, for compliance with this Code. Each supplier must conduct such monitoring not less frequently than annually. Upon request by Pactiv, a supplier will complete and submit the attached "Compliance Certificate" form to Pactiv. Pactiv reserves the right to conduct or have its designee conduct announced and unannounced inspections, audits, and evaluations of suppliers and their business practices, records, facilities, and, where provided by supplier, housing accommodations, as well as private interviews with workers and workers. Pactiv may also conduct similar inspections, audits, and evaluations of subcontractors, affiliates and agents. Suppliers shall keep all information necessary to document compliance with these standards readily accessible. Any supplier who refuses to allow such inspections or interviews is in breach of this Code.

12. Compliance. All suppliers and their affiliates, subcontractors, workers, and agents must comply with this Code. The provisions of this Code shall apply to, and are for the benefit of, all of a supplier's workers, workers, laborers, staff, personnel, contractors, and agents. Suppliers shall immediately notify Pactiv of any violation of this Code. If a worker or any other person provides a supplier with notice of a potential violation of this Code, the supplier must immediately notify Pactiv. If a supplier is in breach of this Code, Pactiv, at its discretion, may elect to work with or provide guidance to the non-compliant supplier to help the supplier address and remedy the breach. However, in order for Pactiv to consider assisting a non-compliant supplier, the non-compliant supplier must first make an immediate, good faith effort to remedy the breach and notify Pactiv that the supplier desires Pactiv's assistance. If Pactiv elects to work with or provide guidance to a non-compliant supplier, the non-compliant supplier must, at a minimum, establish clear goals toward meeting the standards set forth in this Code. Pactiv may monitor a non-compliant supplier's progress and make sure milestones have been satisfied and systems have been put in place to ensure compliance. Failure to comply with this Code shall be sufficient cause for Pactiv to revoke a supplier's approved status and, at Pactiv's option, to terminate any agreements Pactiv has with such supplier.

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CERTIFICATE OF COMPLIANCE

The undersigned representative of the identified supplier to Pactiv LLC and its direct and indirect subsidiaries (collectively "**Pactiv**") represents and warrants that the following statements are true, accurate and complete in all respects as of the date of this Certificate:

1. Supplier and its affiliates, subcontractors, workers, and agents have received, read and agreed to comply with the Pactiv Supplier Code of Conduct (the "**Code**").
2. Supplier and its affiliates, subcontractors, workers, and agents are in compliance with the Code as of the date of this Certificate, and have complied all times that Supplier has conducted business with Pactiv, except as disclosed in writing to Pactiv in accordance with the Code and explained further in the next Section.
3. Supplier has reported in writing to Pactiv any violations of the Code by supplier or its affiliates, subcontractors, workers, and agents that occurred since the date of receipt of the Code or issuance of the last Certificate, whichever is most recent. Supplier reported these violations to Pactiv promptly after supplier became aware of them. Supplier has provided Pactiv with a written explanation of the corrective action taken, or to be taken, with regards to a reported violation. Supplier has attached copies of all reported violations and corrective actions provided since the date of receipt of the Code or issuance of the last Certificate, whichever is most recent.
4. The undersigned representative certifies that the representative is primarily responsible within the supplier organization for monitoring and ensuring compliance with the Code and has made these certifications to the best of the representative's knowledge and belief after due diligence and reasonable inquiry. The undersigned representative certifies that he or she has authority to sign this Certificate on behalf of the supplier. The supplier and undersigned representative will be directly, jointly, severally and unconditionally liable to Pactiv for untrue, inaccurate or incomplete statements in this Certificate.

Certified as true, accurate and complete as of _____, 20_____.

Supplier Name: _____

By: _____

Print Name: _____

Print Title: _____

Please return this signed Certificate of Compliance to Pactiv LLC, 1900 West Field Court, Lake Forest, Illinois 60045, USA, Attention: Vice President of Supply Chain, with a copy to Pactiv's General Counsel at the same address.