



# THE BOUNTIFUL COMPANY

## SELECT THIRD PARTY CERTIFICATION

The Bountiful Company (collectively with its subsidiaries, “Bountiful Company”) requires certain third parties to certify that they understand and acknowledge Bountiful Company’s commitment to legal and ethical conduct. The undersigned company (the “Company”) certifies that:

- A. I have read The Bountiful Company Global Anti-Corruption Policy (the “Policy”), attached to this certification.
- B. Neither Company nor its affiliates, nor to Company’s knowledge, anyone associated with Company, has ever been a subject of any anti-corruption, bribery, or fraud-related prosecution or investigation, including without limitation any type of police, government, or corporate internal investigation that relates in any way to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and/or any other anti-corruption or bribery related law, rule, regulation or policy.
- C. Neither Company nor its affiliates, nor to the Company’s knowledge, anyone associated with Company, is currently the subject or the target of any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State and including, without limitation, the designation as a “Specially Designated National” or “SDN”), the United Nations Security Council, the European Union, or Her Majesty’s Treasury of the United Kingdom (collectively, “Sanctions”). No officer, director, or employee of the Company is a person who is ordinarily resident in a country that is the target of comprehensive Sanctions (including, at the time of this certification form, Crimea region of Ukraine, Cuba, Iran, North Korea and Syria).
- D. Neither Company nor its affiliates, nor to Company’s knowledge, any other person or entity acting on its behalf has offered, promised, authorized, given, solicited, or received anything of value, directly or indirectly, to or from any person or entity in exchange for the improper performance of any relevant function (an “Improper Payment”).
- E. In connection with the conduct of any business related in any way to Bountiful Company, neither Company nor any other person or entity acting on Company’s behalf has made, or will make, offer, promise, authorize, or agree to make, directly or indirectly, any Improper Payment. Company further certifies that, in connection with the conduct of any business related in any way to Bountiful Company, Company has not, and will not, solicit or receive an Improper Payment and all of Company’s dealings with Bountiful Company have been, and will be, in compliance with all Sanctions.
- F. Company, and to Company’s knowledge, each contractor, supplier, vendor and sub-contractor with whom the Company does business with, complies with the U.K. Modern Slavery Act 2015 and with wage and hour, child labor, slavery, forced and compulsory labor, and human trafficking laws, rules and regulations of the countries in which it does business. Upon request by Bountiful Company, Company agrees to produce evidence of internal policies and procedures directed at the prevention of slavery and human trafficking in its and its vendors’ and subcontractors’ operations.

**IN WITNESS WHEREOF**, Company certifies that the foregoing information is accurate and complete, to the best of my knowledge, and will supplement and update this information as required to maintain its accuracy and completeness.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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## The Bountiful Company Global Anti-Corruption Policy

Legal and ethical conduct is fundamental to The Bountiful Company and its wholly and majority-owned subsidiaries and joint ventures (collectively, “Bountiful Company” or the “Company”). For this reason, Bountiful Company takes a zero-tolerance policy towards all bribery and corruption, and requires strict compliance with all applicable anti-corruption laws, rules, and regulations. Any failure to comply with this Policy and/or any applicable anti-corruption law may result not only in adverse employment action, but also government sanctions, large monetary penalties, harm to Bountiful Company’s valuable reputation, and criminal prosecutions that result in significant periods of imprisonment.

This **Global Anti-Corruption Policy** (“Policy”) sets forth requirements to ensure Bountiful Company and Bountiful Company’s directors, officers, associates, and third parties acting on Company’s behalf comply with applicable anti-corruption laws. While this Policy addresses many situations, there may be particular circumstances where additional guidance from the Bountiful Company General Counsel’s office would be helpful. In such instances, it is important to contact the General Counsel’s office as soon as possible.

### I. SCOPE OF POLICY.

This Policy applies to Bountiful Company and all its directors, officers, and associates on a global basis (“Bountiful Company Personnel”). This Policy also applies to third parties acting on Bountiful Company’s behalf, such as agents, consultants, and distributors (“Representatives”).

It is crucial to understand that certain anti-corruption laws – including the U.S. Foreign Corrupt Practices Act (the “FCPA”) and the United Kingdom’s Bribery Act 2010 (“Bribery Act”) – can apply to Bountiful Company Personnel working anywhere in the world. Accordingly, Bountiful Company Personnel and Representatives must follow this Policy and all applicable anti-corruption laws everywhere Bountiful Company does business.

### II. BRIBERY IS PROHIBITED.

***Bountiful Company prohibits all bribes, kickbacks, payoffs, or other illegal payments to or from any person in any way related to Bountiful Company’s business.***

***Bountiful Company Personnel and Representatives must not corruptly pay, offer, promise, authorize, solicit, or receive any improper payments of anything of value, directly or indirectly, to or from any person, including any Government Official. Each of these elements is discussed in detail below.***

A. **Corrupt Payments are Prohibited:** *Neither this Policy nor most anti-corruption laws (including the FCPA) are designed to prevent legitimate, lawful payments related to Bountiful Company’s business. Instead, they prohibit any corrupt payment intended to reward or induce improper conduct.*

1. ***To illustrate, payments to a Government Official (defined below) to achieve the following objectives may be corrupt or perceived as corrupt:***

- ***to influence the award of a government contract;***
- ***to prevent the imposition of a large tax or fine;***



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- to obtain product approvals or authorizations;
- to obtain import permits or customs clearance;
- to obtain relief from government controls, such as environmental limits;
- to resolve governmental disputes, e.g., resolution of tax deficiencies or a dispute over duties payable;
- to influence the outcome of any judicial, regulatory or administrative decision; or
- to otherwise obtain or retain business, influence a government action or decision, or secure any other improper advantage.

2. *Examples of corrupt conduct in the purely commercial context could include payments made to any person:*

- to obtain confidential customer or market information;
- to obtain favorable pricing from a supplier;
- to secure or renew a contract with a private customer;
- to obtain confidential information about business opportunities, bids or the activities of competitors; or
- to otherwise obtain or retain business or secure any other improper advantage.

These lists are intended to be illustrative and not exhaustive. Bountiful Company Personnel and Representatives should use their judgment when doing business. If Bountiful Company Personnel or Representatives have any doubts about whether a payment is proper, compliant with law, or consistent with this Policy, they should contact the General Counsel before moving forward with the payment.

B. ***“Anything of Value” can constitute a bribe. Bribes can be made in the form of money, gifts, stored-value cards, gift certificates, meals, tickets, entertainment, travel lodging, tuition, job offers, charitable donations, or anything else that the recipient considers something of value.***

1. The thing of value could be paid or given to a family member, relative, or friend of the intended recipient (for example, an offer of employment or an internship for a child of the intended recipient).
2. Under the FCPA and other anti-corruption laws, a violation can occur whether or not the offer is accepted, whether or not money changes hands, and whether or not the bribe achieves its intended purpose.
3. A corrupt payment, gift or other advantage is still considered a bribe even if it is of very little value.
4. It is not a defense or justification that certain gifts or payments are customary in some countries or regions. If the payment is prohibited by this Policy, it is prohibited – even if it may not violate local laws or customs.



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C. ***Direct and Indirect Payments are Prohibited.*** Bountiful Company not only prohibits improper payments made directly by Bountiful Company Personnel, but it also prohibits payments made indirectly (i.e., through Representatives or other third parties). In certain circumstances, Bountiful Company could face liability under the FCPA or other anti-corruption laws if a Representative or someone else acting on its behalf makes corrupt payments. To mitigate this risk, the Company has established Representative Procedures to ensure Representatives acting on the Company's behalf comply with applicable anti-corruption laws.

- These procedures require Bountiful Company to: (A) conduct appropriate, risk-based due diligence on Representatives; (B) endeavor to ensure the Company has written agreements with Representatives that contain adequate anti-corruption representations and warranties; (C) ensure that Representative compensation reflects fair market value for services provided; (D) be attentive to Representative conduct and red flags; and (E) obtain certifications from certain Representatives regarding compliance with applicable anti-corruption laws.
- Bountiful Company Personnel involved in engaging, retaining, renewing, overseeing, or otherwise interacting with Representatives must review and comply with these **Representative Procedures**.

D. ***Bribes to Government Officials and Private Persons are Prohibited.*** This Policy prohibits bribery in both the public and private sectors. Bountiful Company Personnel and Representatives are prohibited from making any improper payments to Government Officials as well as private individuals. That said, many anti-corruption laws, including the FCPA and Bribery Act, expressly prohibit improper payments to Government Officials. As such, Bountiful Company Personnel and Representatives who interact with Government Officials should be particularly attuned to the requirements set forth in this Policy.

1. ***For purposes of this Policy, Government Officials include:***

- officials, employees, agents, and representatives of any government agencies or instrumentalities of any branch (e.g., executive, legislative, judicial), at any level (e.g., foreign, national, state, or local), and of any rank or position;
- any person acting in an official capacity on behalf of such government entities;
- political parties, party officials, and candidates for political office;
- officials, employees, agents, and representatives of public international organizations, such as the United Nations or the Asian Development Bank; and
- officials, employees, agents, and representatives of enterprises owned or controlled by governments (such as state-owned pharmacies, government-run medical clinics, government-controlled media companies, etc.).

### III. FACILITATING PAYMENTS ARE PROHIBITED.

Bountiful Company does not permit **facilitating payments**, which are payments made to low-level Government Officials to secure the performance of a non-discretionary, routine governmental action that the Government Official is required to perform. Although the FCPA provides a narrow exception



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for facilitating payments, these payments are not permissible under many other anti-corruption regimes or this Policy.

**Emergency Payments:** Bountiful Company does not prohibit payments made to a Government Official in the face of credible imminent threats to the health or safety of Bountiful Company Personnel (or their family members), which are permissible. Such payments would include, for example, payments to Government Officials to obtain police protection or emergency medical treatment. Bountiful Company Personnel who are required to make such an emergency payment should notify the General Counsel as soon as possible, and should explain the relevant circumstances under which the payment was made. All such emergency payments must be accurately recorded in the Company's accounting records and reflect the amount and the purpose of the payment. ***Threats of economic harm to Bountiful Company's business can never justify an emergency payment.*** Any such threats should be promptly reported to the General Counsel.

## IV. BUSINESS COURTESIES.

Bountiful Company Personnel and Representatives may provide gifts, travel, entertainment, or other benefits (collectively, "**Business Courtesies**") as part of its regular business operations. ***Business Courtesies may never be provided as a quid pro quo to any person to improperly reward or induce improper conduct.***

Bountiful Company permits the payment of bona fide Business Courtesies long as the expenditures are:

- associated with a legitimate business purpose;
- reasonable in value;
- appropriate as to time and place;
- do not give the appearance of improperly influencing the recipient;
  - are lawful under all applicable laws and to the relevant associate's knowledge, permissible under the rules of the recipient's organization;
- are fairly and accurately recorded in Bountiful Company's books and records; and
- comply with any local gifts and entertainment policies, if applicable.

Cash and cash equivalents (e.g., gift cards, vouchers) are not permitted, except with express written, advance approval from the General Counsel or Chief Financial Officer. All Business Courtesies must be completely and accurately recorded in the Company's books and records. Additional guidance regarding Business Courtesies is provided in Bountiful Company's **Gifts, Entertainment and Gratuities Policy**.

### A. ***Business Courtesies for Government Officials Prohibited.***

Bountiful Company Personnel may not provide Business Courtesies to Government Officials (as defined by this Policy). The General Counsel may grant exceptions to this prohibition; these exceptions must be obtained in writing, and prior to providing the Business Courtesy to the Government Official. The General Counsel may only approve the provision of Business Courtesies to a Government Official after determining that the expense complies with this Policy, and is not (and will not be perceived to be) a corrupt or improper payment to the Government Official.

## V. CHARITABLE DONATIONS.

Bountiful Company Personnel may not use charitable donations to improperly obtain or retain business or a business advantage. Bountiful Company must ensure that all charitable donations are made to legitimate charities that support the Company's mission and ethics; and that the donations do not create actual or perceived conflicts of interest. Bountiful Company Personnel must obtain prior written approval



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from the General Counsel or the Chief Public Affairs Officer or his/her delegate for all charitable donations.

## VI. POLITICAL CONTRIBUTIONS.

Bountiful Company may not make a contribution or donation to any political candidate, political party, party official, or other political organization to improperly influence the recipient or a related political party in any way related to Bountiful Company or Bountiful Company's business. All political contributions must comply with applicable laws and regulations, and must be approved in writing by the General Counsel or the Chief Public Affairs Officer.

## VII. ACQUISITIONS AND JOINT VENTURES.

Acquisitions and joint ventures pose special anti-corruption compliance issues. Before making an acquisition or entering into a joint venture, Bountiful Company must evaluate the anti-corruption risks posed by the acquisition or joint venture.

- A. **Due Diligence.** *Before entering into any acquisition or joint venture, Bountiful Company (with oversight by the General Counsel) must conduct adequate anti-corruption due diligence of the proposed transaction.*
- B. **Contractual Provisions.** *All acquisition and joint venture documentation must include adequate anti-corruption representations and warranties.*
- C. **Joint Venture Compliance.** *After establishing a majority-owned or -controlled joint venture, the joint venture should implement an anti-corruption compliance program, as soon as possible. This shall include, but need not be limited to: implementation and dissemination of an anti-corruption policy substantially similar to the Policy (and any relevant procedures) to all relevant personnel; and training. Bountiful Company shall make a good faith effort to ensure that its minority-owned or -controlled joint ventures are subject to an anti-corruption compliance program that meets or exceeds the requirements set forth in this Policy.*

## VIII. TRAINING; COMPLIANCE CERTIFICATION; AUDITING.

- A. **Training.** *Bountiful Company requires its employees (as designated by the General Counsel) to participate in anti-corruption training on a periodic basis. Bountiful Company will maintain records certifying completion of such training. Training sessions may include on-line and in-person presentations on the FCPA, Bribery Act, and other applicable anti-corruption laws, as well as this Policy.*
- B. **Compliance Certification.** *Bountiful Company requires its employees designated by the General Counsel to execute an anti-corruption compliance certification upon hire, and as requested by the General Counsel (attached).*
- C. **Auditing.** *Testing and analysis of Bountiful Company transactions and procedures for possible violations of this Policy or applicable anti-corruption laws will comprise part of Bountiful Company's internal audit process, and Bountiful Company's internal auditors will include anti-corruption compliance in their audit plans at regular intervals.*

## IX. ACCURATE BOOKS AND RECORDS.





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Bountiful Company, Bountiful Company Personnel, and Bountiful Company Representatives are required to make and keep books, records, and accounts that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of Bountiful Company. In addition, Bountiful Company must maintain a system of internal accounting controls sufficient to assure management's control, authority, and responsibility over the Company's assets.

## **X. REPORTING & QUESTIONS.**

Any Bountiful Company Personnel or Representatives who become aware of a possible violation of the FCPA, any other applicable anti-corruption laws, or this Policy must immediately report this information to the General Counsel or anonymously through the Bountiful Company Compliance Hotline (**contact information below**). Anyone who has questions about this Policy is encouraged to contact their supervisor or the General Counsel's office.

**Hotline Phone:** 1-800-461-9330

- Company access code "NBTY"

**Hotline Website:** [www.convercent.com/report](http://www.convercent.com/report)

Bountiful Company will not impose sanctions on, or permit retaliation against, any Bountiful Company Personnel or Representative who promptly make a good faith report of actual or suspected violations, and who has not himself or herself engaged in the offending activities.