

SUPPLIER CODE OF CONDUCT **DEDICATED.**

At DEDICATED we value social justice and fair labor as much as responsible materials. It is our responsibility to ensure that the employees manufacturing our products are working in a fair and safe environment. Therefore, it is our mission to make sure that all of our suppliers share and respect the same values as we do, by complying with the basic International Labor Organization human rights and beyond. To help us monitor our suppliers and have a better control over our supply chain, we have created our own Code of Conduct.

1. Scope of regulation

1.1 This Code of Conduct must be respected **in addition to the national/local/collective agreement legislation**. If our requirements are more stringent than **the national/local/collective agreement legislation**, DEDICATED expects its suppliers (and their subcontractors) to make all effort to reach the expectations set forth by DEDICATED, always for the primary purpose of improving and securing fair labor conditions.

However, **if one or several of our requirements conflict with national/local/collective agreement legislation** of the production country, the local legislation takes precedence over our requirements and this needs to be notified to DEDICATED.

1.2 DEDICATED takes responsibility to find, elect and monitor its direct suppliers in accordance to our Code of Conduct. **DEDICATED's suppliers are always responsible for their own subcontractors and suppliers**. This means that the Code of Conduct must be followed by all of our suppliers and their subcontractors. **Subcontractors and suppliers are defined by all facilities within the processes of cut make trim, laundry, printing, embroidery, weaving and knitting, as well as raw material suppliers**.

1.3 If DEDICATED asks for any information regarding the suppliers' subcontractor(s), the supplier must provide all relevant and valid information and documentation.

2. Objectives of the Code of Conduct

The objectives of this Code of Conduct are as follows:

- To define our standards for fair, safe and healthy working conditions throughout our supply chain;
- To make sure that our suppliers understand, apply and have a written record of the said standard;
- To Inform our potential new suppliers about our requirements;
- To be a reference document in case of disagreement with the internal functioning/policies of our suppliers.

3. Responsibility of the parties:

3.1 In terms of supply chain control, **DEDICATED is responsible for:**

- a) Choosing its suppliers in accordance to its CoC.
- b) informing its suppliers of this CoC, their responsibility and the risks of non-compliance.
- c) Treating suppliers with respect and consideration in all our dealings and communications.
- d) Communicating clearly, promptly and accurately on all issues concerning orders.
- e) Never negotiating a price that is below the cost of production, as this will impact on the wages and working conditions of workers.
- f) Staying with our current supplier if a higher price will ensure decent wages and working conditions for workers, rather than moving our business elsewhere purely on the basis of price.
- g) Placing orders with lead times that do not trigger excessive working hours or sub-contracting.
- h) Refraining from changing orders repeatedly and with short notice. If changes are unavoidable, amending target delivery times accordingly.

3.2 By signing this Code of Conduct, **the supplier is responsible for:**

- a) Reading, signing, applying and communicating this CoC to all relevant staff and workers;
- b) Implementing the policies and management systems necessary to ensure the compliance with all the requirements defined in this CoC and stay committed to it.
- c) Honest collaboration with us during audits and other requests regarding this CoC by answering our questions, providing the information and documents requested within the stipulated time frame.
- d) Informing and making sure the subcontractors involved in our production know and respect this CoC.
- e) Staying transparent and up-to-date regarding the subcontractors involved: any changes must be communicated to us. The supplier shall regularly review its list of subcontractors to confirm it is up-to-date.
- f) Informing DEDICATED if our purchasing practices are undermining the supplier's ability to uphold decent working conditions announced in this Code of Conduct.

4. Legal basis for the standards of our Code of Conduct

We base our CoC on the **Universal Declaration of Human Rights (UDHR)** and the **International Labor Organization (ILO) standards**, used by the Fair Wear foundation. Our CoC contains 7 basic human right standards derived from these two conventions as well as several of our own social requirements.

As a GOTS certified company, **we also align our requirements to the latest GOTS Standard**, which is also based on the ILO standards.

5. Requirements

5.1 Requirements from ILO and UDHR

5.1.1 No Child labor

There shall be no use of child labor, regardless of genders. The age for admission to employment must not be less than the age of completion of compulsory schooling and, in any case, not less than 15 years (ILO Convention 138). "There shall be no forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labor. [...] Children [in the age of 15-18] shall not perform work which, by its nature or the circumstances in which it is carried out, is likely to harm their health, safety or morals." (ILO Convention 182)

Addition from DEDICATED

- The company shall have a written policy that clearly prohibits child labor and protects young workers. Also, the company shall have a written procedure to avoid child labor.

5.1.2 No Forced labor

There shall be no use of forced, including bonded, prison or trafficked labor (ILO Conventions 29 and 105).

Addition from DEDICATED:

- Relative to employment conditions: Workers are not required to lodge "deposits" or their identity papers with their employer. Workers are not required to pay for entering employment.
- Workers are not forced to use factory provided lodging or transportation.
- Workers must be free to leave their employment upon reasonable notice.
- The company shall have a written policy that clearly prohibits involuntary, forced, prison indentured bonded or trafficked labor. Also, the company shall have a written procedure to avoid employing any of these kinds of labor.

5.1.3 No discrimination

Recruitment, wage policy, admittance to training programs, employee promotion policy, policies of employment termination, retirement, and any other aspect of the employment relationship shall be based on the principle of equal opportunities, regardless of race, color, sex, religion, political affiliation, union membership, nationality, social origin, deficiencies or handicaps (ILO Conventions 100 and 111).

Addition from DEDICATED:

- The company shall have a written policy that clearly prohibits discrimination. Also, the company shall have a written procedure to avoid any discrimination practices.

5.1.4 Freedom of association

The right of all workers to form and join trade unions and bargain collectively shall be recognized. (ILO Conventions 87 and 98) The company shall, in those situations in which the right to freedom of association and collective bargaining are restricted under law, facilitate parallel means of independent and free association and bargaining for all workers. Workers' representatives shall not be the subject of discrimination and shall have access to all workplaces necessary to carry out their representation functions (ILO Convention 135 and Recommendation 143).

The employer adopts an open and supportive attitude towards the activities of trade unions and their organizational activities and does not hinder or prevent or interfere with activities or engage in surveillance of those activities.

5.1.5 Health & Safety management

a. A safe and hygienic working environment shall be provided, and best occupational health and safety practice shall be promoted, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Appropriate attention shall be paid to occupational hazards specific to this branch of the industry and assure that a safe and hygienic work environment is provided for.

b. Effective regulations shall be implemented to prevent accidents and minimize health risks as much as possible (following ILO Convention 155). Appropriate personal protective equipment shall be provided to the workers (including homeworkers) at no cost to such workers and it shall be assured that these are being used whenever necessary. Companies shall ensure adequate occupational medical assistance and related facilities.

c. Physical abuse, threats of physical abuse, unusual punishments or discipline, sexual and other harassment, and intimidation by the employer is strictly prohibited. Confidential reporting of abuse or harsh treatment shall be encouraged by the management. Each facility shall display contact details for the local point of contact at the workplace for grievance redressal, in a way that all workers have access to it. This information shall be provided before signing an employment contract.

d. For all chemical substances and preparations used in the facility, relevant safety information on the handling and storing of these chemicals should be maintained, displayed and communicated to relevant employees. Employees handling these chemicals shall be trained on the applicable safety measures and provided to the appropriate personal protective equipment.

Addition from DEDICATED

- e. Facilities shall ensure proper training at all levels, including management, supervisors and workers, regarding the prohibition of harassment or abuse within its facilities.
- f. The company shall have a written policy that clearly prohibits any type of harassment and intimidation and encourage workers to report this kind of behavior. Employer shall assign responsibility for health and safety to a senior management representative.
- g. Pregnant women shall not be exposed to any risks that may affect pregnancy. If a pregnant woman works in a high-risk environment, she shall be able to ask her employer to adjust her

working conditions, to change her job (subject to the same salary) or if her health and that of her child depend on it, to grant her paid maternity leave.

- h. New mothers shall also not work in an environment that exposes them to hazardous chemicals during breastfeeding.

5.1.6 Fair Wages

Wages and benefits paid for a standard working week shall meet at least legal or industry minimum standards and always be sufficient to meet basic needs of workers and their families and to provide some discretionary income (ILO Conventions 26 and 131). Deductions from wages for disciplinary measures shall not be permitted nor shall any deductions from wages not provided for by national law be permitted. Deductions shall never constitute an amount that will lead the employee to receive less than the minimum wage. Employees shall be adequately and clearly informed about the specifications of their wages including wage rates and pay period.

Addition from DEDICATED

- Salary shall be paid regularly on a timely basis and not on a task basis.

5.1.7 Working hours

Hours of work must comply with applicable laws and industry standards. In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every seven-day period. Overtime shall be voluntary, shall not exceed 12 hours per week (maximum total of 60 hours/week), shall not be demanded on a regular basis and shall always be compensated at a premium rate. (ILO Convention1)

5.2 Our additional social requirements

5.2.1 Maternity leave

Pregnant women and new mothers shall be granted and correctly compensated for the maternity/parental leave to which they are legally entitled.

5.2.2 Identification Documents / Deposits

An employer shall not require a worker to lodge deposits or identification documents as a condition of work. No recruitment fees to be paid by the workers are allowed.

5.2.3 Work contract

Workers shall be employed under legal work contract written in a language understood by both parties. The contract must meet legal requirements and include all necessary information in a transparent manner. A copy shall be provided to the worker.

5.3 Environmental requirements

As part of DEDICATED's business model, we have set an environmental standard in our CoC. In general terms we are requiring our suppliers to commit to achieving long-term environmental improvements to reduce their environmental footprint as much as possible.

5.3.1 We require all suppliers and subcontractors to follow local and national environmental laws and regulations. The factory must have the relevant environmental permits and licenses for its operations.

5.3.2 Fabric certifications are meant to improve fabric and/or facility environmental performances. Our suppliers must always be at the very least certified by the certification(s) presented to us at the time of the first order. All materials used in DEDICATED production **shall be certified by (when applicable) Fairtrade and/or GOTS and/or OCS and/or GRS. The TENCEL™ Lyocell fibers must always come from Lenzing AG.** The supplier shall always make sure that the certifications are renewed in time and that the new version is communicated to DEDICATED. No conventional materials should be used for DEDICATED main fabrics above a certain limit (10%) and only if agreed upon with the production team. No environmentally harmful production methods shall ever be used for our production.

5.3.3 We require that all suppliers and subcontractors (in that case the wet processing units working on DEDICATED production) follow and sign our Chemical Policy which is in compliance with the European chemical legislation REACH. All suppliers shall also respect the local requirements in terms of chemical use and handling.

5.3.4 Factories should continuously monitor, and disclose to DEDICATED, their energy and natural resource usage, emissions, discharges, carbon footprint and disposal of waste and take a progressive approach to minimizing negative impacts on the environment. DEDICATED might require this data to measure the environmental impact of its production, in order to minimize it and potentially help the suppliers reducing the production's environmental impact.

6. Compliance

In order to maintain compliance with this Code of Conduct, local labor and environmental laws, suppliers shall have the necessary policies and management systems in place. DEDICATED reserves the right to request internal policies and work with third party to help its suppliers complying with the previous requirements.

6.1 Monitoring and corrective action plan

6.1.1. Any supplier currently certified by a social standard (e.g BSCI, SA8000, WRAP, SMETA or similar), is required to share with DEDICATED CSR Manager, a copy of the audit results. If the supplier has not been audited by a third party in the last two years or is not currently certified, they shall share with DEDICATED CSR Manager all their written social policies.

6.1.2. DEDICATED reserves the right to choose a third party to conduct a social audit at the suppliers' facilities, to better assess and potentially help improving the working conditions. In that case, DEDICATED will cover the costs of the audit. If the supplier is already certified/approved by a relevant standard, sharing the complete audit result report would prevent the need for double auditing.

6.1.3. All social audits conducted, completely or partially on our request will be subject to a Corrective Action Plan (CAP) to correct potential non-compliances. By signing this code, the supplier undertakes to fully collaborate with DEDICATED for the proper implementation of the audit and the CAP.

6.1.3. The supplier should nominate an employee in charge of reporting, in a timely and accurate manner, the audit results and corrective actions to DEDICATED CSR manager.

6.1.4. Also, we reserve the **right to access any relevant documentation regarding production** for DEDICATED during visits and through emails/phone requests. We require all of **our suppliers to cooperate at all times and in a timely manner**, during audits and when being asked for documents, certificates or photographs regarding our production.

6.1 Collaboration responsibility

A supplier failing to undertake sustainable improvements within the stipulated time frame would seriously damage its relationship with us. Unwillingness to cooperate or repeated serious violations of this Code of Conduct and/or local law may lead to reduced business and ultimately termination of our business relationship.

On the other hand, at DEDICATED we understand that our purchasing or communication practices can impact negatively the working conditions at our suppliers' facility, in which case it is our responsibility to take actions. We encourage our suppliers to inform us about any practices we have, that would prevent compliance with this Code of Conduct.

6.2 Compliance commitment

The undersigned hereby affirms that:

- We have studied and fully understood the DEDICATED Code of Conduct and its terms are accepted;
- We accept to inform all our employees and our subcontractors' employees about the content of this Code of Conduct;
- We are transparent about which of our production locations are producing for DEDICATED including subcontractors;
- We accept DEDICATED, its representatives or external auditors to visit our facilities producing for DEDICATED;
- We accept to send DEDICATED our own applicable certifications, standards, policies and reports as well as the updated versions;
- We accept that DEDICATED reserves the right to update and modify this Code of Conduct at any time;
- We accept that if the Code of Conduct is not complied with or if we are not willing to agree on a corrective action plan on any possible discrepancies, this may lead to termination of our business relationship;
- We will inform DEDICATED if our purchasing practices are undermining the supplier's ability to uphold decent working conditions announced in this Code of Conduct.

COMPANY NAME

.....

DATE

.....

SIGNATURES and TITLE

.....