

Outland Denim Suppliers' Code of Conduct

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Table of Contents

1. Introduction
2. Code of Conduct Foundations
3. Definitions
4. Forced Labour and Human Trafficking
5. Child Labour
6. Discrimination
7. Freedom of Association and Collective Bargaining
8. Safe and Hygienic Working Conditions
9. Wages
10. Hours of Work
11. Traceability of Suppliers and Raw Materials
12. Environmental and Community Awareness
13. Chemical Safety
14. Confidentiality of Information
15. Legal Requirements
16. Code of Implementation
 - 16.1 Transparency & Anti-Corruption
 - 16.2 Reference to National Legislation, Conventions and Agreements
 - 16.3 Verification of Compliance
 - 16.4 Complaints or Breach of Code

1. Introduction

Outland Denim is a garment manufacturer and brand that sells premium quality, ethically made garments to retailers and directly to the public.

Many of Outland Denim's staff are young women who have experienced modern slavery and sexual exploitation and require a safe and supportive work environment to rebuild their lives, gain confidence and to develop their skills.

With the underlying objective to affect further positive change, Outland Denim has committed to complete supply chain sustainability in a number of ways. One of which is by partnering with suppliers who also strive to improve their social impact and environmental footprint.

Transparency is fundamental to ensuring that our supply chain is ethical. Our priority is integrity in every stage of manufacturing. All Outland Denim suppliers are displayed on the brand's website following the commencement of the supply contract. This is an essential aspect to achieving complete transparency throughout each touchpoint of our supply chain.

Our product aligns closely with the increasing consumer demand for ethically produced goods by companies focused on creating beneficial socioeconomic outcomes, while remaining committed to environmental sustainability. We provide our customers with the ability to showcase their humanitarian values through the garments that they wear.

2. Code of Conduct Foundations

Outland Denim guarantees good working conditions and a healthy working environment for all employees. We also require this of our suppliers. The Suppliers' Code of Conduct stipulates the minimum standards of ethical and responsible behavior that must be met by Outland Denim suppliers.

While this Code of Conduct is specific to Suppliers, it is also fully adopted by Outland Denim and its associated factory, manufacturers and finishing processors. The Code is based upon the following principles that underpin Outland Denim's approach to ethical business:

- All Outland Denim's operations are developed under an ethical and responsible decision making framework;
- All persons, individuals or entities, who maintain, directly or indirectly, any kind of employment, economic, social and/or industrial relationship with Outland Denim, are treated fairly, with respect and dignity;

- All Outland Denim activities are carried out in a manner that most respects the environment and;
- All manufacturers and suppliers (production centers that are not property of Outland Denim Pty Ltd) fully adhere to these commitments and undertake to ensure that the standards which are set forth in the Code are met.

This Code of Conduct is firmly based on respect for human and labour rights that has been formalised by the *Ethical Trading Initiative Base Code*. This is an internationally recognised set of labour standards based on the International Labour Organisation (ILO) conventions. The Code of Conduct also incorporates the *Four Fundamental Principles and Rights at Work* developed by the International Labour Organisation.

The four categories are:

- Freedom of association and the effective recognition of the right to collective bargaining;
- The elimination of forced or compulsory labour;
- The abolition of child labour and;
- The elimination of discrimination in respect to employment and occupation

Outland Denim has confidence in its suppliers and manufacturers. Outland Denim is thankful that these suppliers already do much more for working conditions and the environment than the minimum requirements. We feel that the strength of relationship between Outland Denim and its suppliers will only strengthen and develop as the years go on. Outland Denim is privileged to align with suppliers leading the industry in their conduct on social and environmental matters, and we look forward to continuing to make factory and supply chain improvements with their support.

3. Definitions

Any terms capitalised in the Suppliers' Code of Conduct are defined in this section.

Child Labour Investigation and Remediation procedure	The basic steps of an investigation and remediation procedure are as follows: Ensure affected children are safe, protected from victimisation or further vulnerability, consult with the child and his/her family to understand their needs, agree a process for the child/children involved with the Supplier, compensate for loss of income and get commitment for remediation, including a stipend, housing, food while an investigation gets underway, offers the child's job to a qualified adult member of the family, enable the child to attend school and ensure payment of fees, conduct a detailed investigation with appropriate child labour and protection expertise, establish and monitoring mechanism and conduct regular reviews of progress.
Code	This Suppliers' Code of Conduct
Collective Bargaining	Negotiation of wages and other conditions of employment by an organised body of employees.
Debt-Bonded Labour	Also known as debt bondage and peonage and occurs when people place themselves into slavery as security against a loan or when they inherit a debt from a relative. Eg. It can be made to look like an employment agreement where the worker starts with a debt to repay to later find that repayment of the loan is impossible.
Exploitation	Includes the Forced Labour or services, slavery or similar to slavery or servitude.
Forced Labour	All work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily.
Freedom of Association	The right to freedom of association includes the rights to form and join trade unions for protections of his or her interests.
Homeworker	A person who carries out work in his or her home or in other premises of his or her choice, other than the workplace of the employer; for remuneration which results in a product or service as specified by the employer, irrespective of who provided the equipment, materials or other inputs used.

Living Wage	The remuneration received for a standard workweek by a worker in a particular place is sufficient to afford a decent standard of living for the worker and her or his family. Elements of a decent standard of living include food, water, housing, education, health care, transportation, clothing and other essential needs, including provision for unexpected events.
Management	A person or group of people in the Supplier’s company with decision making power.
Minimum Conditions	The conditions defined by the relevant garment manufacturers association or body in the particular country of the Supplier. Eg. The Garment Manufacturers Association in Cambodia guidelines.
Minor	Any individual under 18 years of age.
National Law	Any domestic law or rule that has been established in the country of the Supplier.
PPE	Personal Protective Equipment.
Suppliers	Supplies product or services to Outland Denim.
Supply Chain	The network between Outland Denim and its Suppliers to produce and distribute the product to the final buyer. This network is inclusive of different activities, entities, individuals, information and resources.
Supply Contract	The contract between Outland Denim and the Supplier.
Special Conditions	Any condition that has the potential to be harmful, cause injury or have adverse health effects on someone.
Third Party	Any person or entity who is not a party to the Supply Contract but is involved with the transaction. Eg. Supplier partners, other suppliers, sub-contractors and homeworkers.
Trade Union	An organised association of workers in a trade, group of trades, or profession, formed to protect and further their rights and interests
Trafficking	Trafficking—means the recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or a position of vulnerability, the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of Exploitation.
Young Worker	Minors who are of the legal working age.

4. Forced Labour and Human Trafficking

4.1 Outland Denim prohibits any form of Forced Labour in Supplier facilities or facilities of any services related to the Supplier.

4.2 Suppliers are strictly prohibited from working with recruiters who engage in Debt-Bonded Labour.

4.3 Suppliers must not independently or through an agent, engage in Trafficking of any persons for any purpose whatsoever.

4.4 Outland Denim must be informed if the Supplier relies on third-party recruiters to secure contract workers from external countries.

4.5 Suppliers must have a code of conduct in place regarding the use of labour brokers to recruit workers and what to do in the instance that an employee uses a labour broker to gain employment.

4.6 Fees or costs associated with recruitment charged by labour brokers or third-party recruiters including travel costs, processing of official documents and work visas charged by labour should be fully paid by employers.

4.7 Workers must not be required to lodge deposits or their identity papers with their employer and must be free to leave their employer after reasonable notice.

4.8 The Supplier undertakes to closely monitor and care for all workers, including migrant workers, to ensure that all employees are not in debt from securing their job. Suppliers are responsible to investigate all suspected cases of Debt-Bonded Labour throughout their Supply Chain.

5. Child Labour

5.1 Suppliers must not employ Minors unless they are of the legal working age, namely Young Workers.

5.2 Young Workers must be treated with special consideration, with working hours and tasks adapted to their increased vulnerability due to their low age and experience. For example, They must not do excessive overtime or night work. Similarly, Young Workers must not work in any conditions that may cause them harm, or that they are not sufficiently trained or certified to be engaged in.

5.3 Suppliers must have in place a Child Labour Investigation and Remediation procedure. For effective remediation, this procedure should include information on which specialised organisations will be contacted to support the company in addressing and resolving situations of child labour if they should occur anywhere in the supply chain.

5.4 Outland Denim may request copies of this procedure to ensure each supplier has a robust process to follow if this situation should occur. Upon request, Outland Denim is willing to support Suppliers with examples and resources to build their own Child Labour Investigation and Remediation procedure.

6. Discrimination

6.1 Suppliers must not apply any discriminatory practice with regards the compensation, access to training, promotion, termination of the employment agreement or retirement, based on race, caste, creed, nationality, religion, age, physical or mental disability, gender, marital status, sexual orientation and/or union membership or political affiliation.

6.2 Suppliers must treat all employees equally, regardless of race, colour, sex, religion, political affiliation, trade union membership, nationality, social origin or disabilities.

6.3 Suppliers shall promote a culture of enabling a supply chain that includes equality, diversity and actively support programs that look to ensure a diverse worker base.

6.4 Female workers must not be discriminated against due to pregnancy or maternity leave and must be given equal access to employment.

6.5 Employees should have the right to education, training and opportunities to develop their skills.

6.6 Suppliers must treat their employees with dignity and respect. Under no circumstances shall physical punishment, sexual or racial harassment, verbal or power abuse or any other form of harassment or intimidation be permitted.

7. Freedom of Association and Collective Bargaining

7.1 Suppliers must ensure that their employees have the right of Freedom of Association, Union Membership and Collective Bargaining.

7.2 No retaliation may arise from the exercise of such right and no remuneration or payment whatsoever may be offered to the employees in order to hinder the exercise of such a right. Likewise, they shall adopt an open and collaborative attitude towards the activities of Trade Unions.

7.3 Workers' representatives shall be protected from any type of discrimination and must be free to carry out their representative functions in their workplace.

7.4 Where the rights to Freedom of Association and Collective Bargaining are restricted under law, the appropriate channels to ensure a reasonable and independent exercise of such rights must be designed.

8. Safe and Hygienic Working Conditions

8.1 Suppliers must provide a safe and healthy workplace. This must include but is not limited to sanitary workspaces and dormitories, Personal Protective Equipment (PPE), Minimum Conditions of light, ventilation, hygiene, fire prevention, no hazards, access to safe drinking water, clean toilet facilities and, where required, sanitary food storage.

8.2 Suppliers must make proper provision for the health and safety of their contractors and visitors, including those in the community who may be impacted by their operations.

8.3 Under Special Conditions PPE must be provided and workers must be trained on how to properly wear or administer PPE.

8.4 Suppliers must take reasonable steps to prevent accidents and minimise health risks. The workplace must be prepared to safely evacuate and protect employees in the case of an emergency:

8.4.1 A fire alarm and fire extinguisher must be easily accessible on every floor.

8.4.2 Adequate first aid equipment must be easily accessible.

8.4.3 At least one person in each division must be trained in the provision of first aid

8.5 If an injury occurs at work, the Supplier shall fund all medical costs that are not covered by insurance.

8.6 If a serious accident or injury occurs in the workplace, the Supplier must report the accident with a [Supplier Accident Report form](#) to Outland Denim within five business days via email to leisl@outlanddenim.com.

Examples of serious and abnormal incidents include; mass fainting, traffic accident, fighting, hospitalisation of a team member from a workplace accident, fires, and death from a workplace incident.

This information is only for internal purposes at Outland Denim and gives an opportunity for Outland Denim to support a resolution process if appropriate. Outland Denim only intends to use this information to assist in creating a positive impact, for both brand and supplier.

8.7 Suppliers must provide their workers with regular training focused on health and safety at work. The Supplier shall keep an appropriate record of the training courses done. Likewise, they shall appoint a person in Management to oversee health and safety procedures.

8.8 Suppliers must comply with applicable national laws and standards in relation to health and safety management.

8.9 Suppliers must guarantee that workers have the ability to socially distance, ability to wash hands with soap and water regularly, access to face masks and that the workplace is sanitised regularly. Workers must be educated about COVID-19 hygiene practices and be informed not to come to work if they are unwell.

9. Wages

9.1 Workers employed by Outland Denim receive a minimum of a Living Wage after full training has been completed and full-time employment has begun. All Suppliers with Outland Denim must strive to pay a Living Wage.

9.2 At the minimum, Suppliers must pay their employees minimum wage. Prior to entering into a supply contract, prospective suppliers must provide Outland Denim with evidence of the correct wage payments to their employees.

9.3 Deductions from wages, which are not provided for by National Law, are not permitted.

9.4 Workers should be informed about how their wages are made up, including wage rates, pay periods and deductions from pay.

9.5 Wages must be paid at regular intervals in line with industry standards. Workers shall be free to dispose of their wages as they choose. In the case of Supplier insolvency or bankruptcy, wages must enjoy a priority in the distribution of liquidated assets.

10. Hours of Work

10.1 Suppliers shall adjust the length of the working day to the provisions of the applicable laws or of the collective bargain agreement applicable for the sector in question, if the latter affords greater protection for the workers.

10.2 Suppliers should not make it compulsory for their employees to work in excess of 48 hours a week and workers shall be granted at least one day off for every 7 calendar day period on average.

10.3 Overtime should be voluntary, and working hours including overtime should not exceed 60 hours per week. Overtime should not be demanded on a regular basis and must always be paid at a premium rate, in accordance with the law.

10.4 All employees shall be entitled to contractual holidays and sick leave with no negative repercussions. All employees shall be entitled to parental leave without negative repercussions.

11. Traceability of Suppliers and Raw Materials

11.1 Suppliers should not assign any work under the Supply Contract to a Third Party without notifying Outland Denim and receiving written authorisation from Outland Denim prior to the commencement of the work.

11.2 Suppliers who outsource any work to a Third Party are responsible for the enforcement of the Code.

11.3 Manufacturers and suppliers should apply the principles of this Code to any Homeworker (or the like) involved in their supply chain, and must provide transparency to the locations and working conditions of homeworkers.

12. Environmental and Community Awareness

12.1 Suppliers shall be duly committed at all times to protect the environment and shall comply with the standards and requirements of the applicable local and international Laws and Regulations.

12.2 Suppliers commit to comply with environmental standards established by Outland Denim including, if applicable, the necessary measures to reduce and compensate such impact in order to apply said standards.

12.2.1 Waste. Suppliers must have the effective control of waste in respect to ground, air and water pollution whilst reducing the waste sent to landfill. Outland Denim prioritizes working with suppliers with strong recycling programs for their products and facilities.

12.2.2 Climate change. Suppliers must monitor and actively seek to reduce Greenhouse Gas (GHG) emissions associated with its operations.

12.2.3 Energy. Work to reduce energy consumption and where practicable use energy from renewable resources.

12.2.3 Conservation of biodiversity. Seek to minimise the impact of operations on fauna, flora and land to ensure the conservation of biodiversity and habitats.

12.2.4 Water. Suppliers must develop a thorough understanding of its water use and develop management processes and water reduction plans, where appropriate.

12.3 Suppliers must be able and willing to provide evidence and documentation of their commitment to environmental standards, upon request by Outland Denim.

12.3 Suppliers are responsible for all products made by and supplied to Outland Denim, to comply with Outland Denim health and safety product standards to ensure the final products do not entail any health or safety risk to retailers, customers or the general public.

12.4 Suppliers shall provide the related certificates to evidence their correct environmental processes. Suppliers must ensure that only non-hazardous materials are used in association with Outland Denim orders and provide third party verification of this.

13. Chemical Safety

13.1 All manufacturing and wet-processing facilities must abide by the requirements the ZDHC Manufacturing Restricted Substance List (MRSL) Outland Denim has adopted.

13.2 Final products and raw materials must meet the requirements of the Apparel and Footwear International RSL Management (AFIRM) Groups RSL Outland Denim has adopted.

13.3 Outland Denim requires each Supplier and its subsequent supply chain to meet the standards set by these chemical management lists. Outland Denim will ensure suppliers receive these lists and that both lists are regularly updated and checked against relevant research and legislation.

13.4 Any Suppliers that are not able to abide by the RSL and MRSL Outland Denim has adopted, must inform Outland Denim before this document is signed. **By signing this document a supplier declares they abide by the ZDHC MRSL, AFIRM RSL or equivalent.**

14. Confidentiality of Information

14.1 Outland Denim shall preserve the integrity of confidentiality of information relating to staff and their private details. Outland Denim requires suppliers to do the same.

14.2 Suppliers shall preserve the integrity and confidentiality of the information they may receive as a consequence of their commercial relationship with Outland Denim Pty Ltd.

14.3 The obligation of confidentiality will remain once the relation with Outland Denim is terminated and it will include the obligation to return any material related to the company held by the Supplier.

15. Legal Requirements

15.1 As a minimum, suppliers must follow the national legislation and regulations in the countries where they work. If any of Outland Denim requirements contradicts national legislation, the law

applies. If this occurs, the supplier must inform Outland Denim. In addition to the law, this Code imposes further obligations on Suppliers.

16. Code of Implementation

16.1 Suppliers shall implement and maintain programs to enforce this Code. They shall appoint a senior member of Management who shall be responsible for the implementation and enforcement of this Code.

16.2 Suppliers must communicate the Code to all employees and those in any way involved in the Outland Denim Supply Chain.

16.1 Transparency & Anti-Corruption

16.1.1 Suppliers must not manipulate or influence their workers, nor shall they forge any files or records in order to alter the verification process regarding compliance with this Code.

16.1.2 Suppliers are expected to maintain adequate records that accurately record all financial transactions and information regarding its business activities, labour, health and safety and environmental practices in accordance with applicable laws, policies and procedures. Disclosure of information is expected to be undertaken without falsification or misrepresentation.

16.1.3 No personal advantages may be requested, assumed, offered or granted for a preferential treatment in connection with the negotiation, placement or execution of an order. No personal advantages may be offered or granted to officials, including officials from foreign states.

16.1.4 No gifts shall be granted or accepted. Exceptions apply only with generally customary occasional or advertising gifts and with gifts, which correspond to custom and politeness in a country.

16.1.5 Suppliers must not offer nor accept remuneration of any kind, which seeks, or may be perceived to seek, to affect the impartial judgment or the objectivity of such parties appointed by Outland Denim to carry out inspections and compliance audits in connection with this Code.

16.2 Reference to National Legislation, Conventions and Agreements

16.2.1 The provisions of this Code constitute only minimum standards.

16.2.2 Should national regulations or any other applicable law or any other commitments undertaken or applicable, including collective bargaining agreements, govern the same issue, the provision which offers greater protection for workers shall apply.

16.2.3 Outland Denim assumes, as part of its internal norms, the content of national and international Agreements and Conventions to which it has adhered, and that they are applied

in its relationship with manufacturers and suppliers, committing to their promotion and compliance.

16.3 Verification of Compliance

16.3.1 Suppliers shall authorise third parties to monitor the appropriate enforcement of the Code. For these purposes, they shall provide the required means and the appropriate access to the facilities and documentation required to ensure this verification.

16.4 Complaints or Breach of Code

16.4.1 This Code is aligned with the principles and values that are included here in the Supplier's Code of Conduct.

16.4.2 In this sense, and in order to ensure the enforcement of the Code of Conduct for Suppliers, Outland Denim can act at its own initiative or following a formal complaint made in good faith by a manufacturer, supplier or other interested third party that might have any direct relationship or commercial or professional interest with Outland Denim.

16.4.3 To this end, any notices given pursuant to the provisions of this Code, either reports of any breach or enquiries regarding the Code's interpretation or application can be addressed directly to Outland Denim via:

Postal Address:

Outland Denim
3/18 Main Street
Mt Tamborine, QLD,
Australia 4272
Email: leisl@outlanddenim.com // www.outlanddenim.com

The undersigned hereby confirms as suppliers of Outland Denim products that they have read, understood and accepted the terms and requirements laid out by the International Labour Organisation and Outland Denim.

The requirements in the Code are minimum requirements. Outland Denim has confidence that our suppliers have even higher standards than those laid out in this Suppliers Code of Conduct. Therefore, we ask that you provide to us any relevant certifications and reports to confirm this.

Please list certifications & reports attached with this signed agreement:

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-
-
-

Date	
Signature	
Supplier name	
Supplier representative name	
Position within the company	
Affix company stamp	