

# CODE OF CONDUCT

## 1. INTRODUCTION

Dear Supply Chain Partner,

We started our journey in 2011 as a social enterprise with the aim to not only be profitable, but also give back by approaching business in a fair, environmentally friendly and responsible manner. We believe that by supporting conscious trade, we can contribute to a better world with fair and decent employment.

We want to help improve conditions in the fashion industry, and that's why we want everyone who works with us to be concerned about human rights, wages, working conditions, social accountability and the environment. As a signatory brand of the Dutch Agreement on Sustainable Garments and Textile, we commit to a Due Diligence approach in line with OECD guidelines and we believe in collaboration with other organizations to proactively drive positive sector change towards sustainability.

People choose to buy our products not only because of the high quality of the bags, but also because they relate to the values regarding social and environmental sustainability O My Bag stands for.

Together, we at O My Bag and you, our supplier, are responsible for the people making our products and that we do not harm the environment with production. We consider our relationship with you as long term, equal and trust-based. We are proud of these relationships and want to continuously improve them through certifications and reports, but mainly through personal contact by visiting the suppliers and having frequent contact online.

To ensure that all O My Bag products are produced in a fair and environmental friendly manner, we have created this Code of Conduct, which applies to all our direct and indirect suppliers. Our Code of Conduct highlights our expectations towards our suppliers and business partners. It embodies our recognition of universally recognised standards, such as the core labour conventions of the International Labour Organizations (ILO), the OECD Guidelines, and the UNGPs<sup>1</sup>.

We realize that cultures across the globe have different norms and values, but some are universally valid and apply to all our activities. This Code of Conduct describes principles that are fundamental and key prerequisite to our business relationships.

In selecting new suppliers, we choose for partners that strive for not violating human rights nor that the environment is harmed with our practices, as is laid down in this Code of Conduct and our sourcing policy.

To conclude this introduction, we are aware that there is no shortcut or an end point in being a responsible brand and acknowledge that it is an ongoing process. This process includes learnings, wins and losses, steps forward and drawbacks, but together with you and our partners, we want to be a force for positive change within the fashion industry.

Paulien Wesselink

Jessica Kallenberg

Femke Lotgerink

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<sup>1</sup> UN Guiding Principles on Business and Human Rights are a set of guidelines for States and companies to prevent, address and remedy human rights abuses committed in business operations.:  
[https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr\\_en.pdf](https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf)

## I. O MY BAG'S COMMITMENT

*O My Bag, as the buyer, commit to supporting our suppliers to meet the required standards by:*

- Continuously working to improve our policies and practice to enable our suppliers to be able to meet their commitments as outlined in this code of conduct.
- Treating suppliers with respect and consideration in all our dealings and communications.
- Communicating clearly, promptly and accurately on all issues concerning orders or joint projects.
- Never negotiating a price that is below the cost of production, as this will impact on the wages and working conditions of workers.
- Staying with our current supplier if a higher price will ensure decent wages and working conditions for workers, or a switch to more sustainable materials, rather than moving our business elsewhere purely on the basis of price.
- Placing orders with lead times that do not trigger excessive working hours or sub-contracting.
- Refraining from changing orders repeatedly and with short notice. If changes are unavoidable, amending target delivery times accordingly.
- Providing material and practical support to our suppliers in striving to meet their obligations under this code of conduct.
- Taking pay and working conditions of workers and environmentally friendly business practices into consideration, when reviewing our business relationship, rather than ending a business relationship purely on the grounds of price.

## II. SUPPLIER COMMITMENT

1. Ethical business practices
2. Legal compliance
3. No child labor
4. No forced labor
5. Dignity & Respect
6. No discrimination
7. Fair compensation
8. Decent working hours & Adequate rest
9. Health & Safety
10. Freedom of association & Collective bargaining
11. Grievance mechanism
12. Subcontracting
13. Respect the environment
14. Raw materials
15. Audits & Documentation

### 1. ETHICAL BUSINESS PRACTICES

Suppliers must have the highest level of ethical integrity, when dealing with employees, suppliers or O My Bag employees.

O My Bag does not tolerate any form of corruption, extortion, embezzlement or bribery, neither in the supply chain nor in its own operations. O My Bag employees and suppliers should work against corruption, extortion, embezzlement or bribery, are expected to report any such incidents and they must not participate in their concealment.

Suppliers must conduct business in line with international standards and regulations for fair competition and applicable antitrust laws.

Intellectual rights and confidential information have to be respected and protected, in line with industry standards and contractual obligations.

### 2. LEGAL COMPLIANCE

All suppliers must operate in compliance with all applicable national and international laws and regulations, industry standards, ILO and UN Conventions and OECD Conventions or any other relevant statutory requirements.

Suppliers must specifically comply with the requirements of the EU regulation on registration, evaluation, authorization and restriction of chemicals ("REACH").

### 3. NO CHILD LABOR

*With reference to ILO Convention 138<sup>2</sup>, ILO Convention 182<sup>3</sup>, UNCRC Convention on the Rights of the Child<sup>4</sup> Article 32 and the SA8000 requirements on Child Labor:*

Suppliers of OMB must not directly or indirectly engage in any form of child labor. A child is defined as any person under the age of 15. Adequate and verifiable mechanisms for age verification in recruitment procedures are to be used.

Legitimate workplace apprenticeships are not prohibited, as long as it is in line with article 6 and 7 of ILO convention 138. Young workers, between the age of 15 and 18 years, must only do light work and their working hours must not prevent them from going to school. They may not work during night hours.

Suppliers must not expose children or young workers to any circumstances that are dangerous or detrimental to their physical and mental health and development, whether inside or outside the workplace.

When children below the legal working age are found in the workplace, the supplier must support affected children and their families to protect the children and secure their education. The possibility of providing decent work to adult household members of the affected child's family should be considered.

### 4. NO FORCED LABOR

*With reference to ILO Convention 105<sup>5</sup>, ILO Convention 29<sup>6</sup>, ILO Protocol 2014 to the Forced Labour Convention and the SA8000 requirements on forced labor:*

Suppliers must not directly or indirectly engage in any forms of forced or involuntary labor, including prison labor, bonded labor, human trafficking and indentured labor. All work must be voluntary and not under threat of any sanctions or penalties.

Suppliers must not engage in any practices that restrict worker's freedom of movement, such as the retention of identification documents, demanding deposits, imposing financial penalties or withholding wages outside of a legal contractual agreement.

Suppliers must acknowledge the right of their employees to leave the premises at the end of the normal workday and terminate their employment after a reasonable period of notice.

Suppliers must monitor any labor broker to ensure that people seeking employment at their facility are not compelled to work through force, deception, intimidation, coercion or as a punishment for holding or expressing political view. They too must ensure that labor brokers do not collect fees from the workers; hiring costs must be borne by the employer.

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<sup>2</sup> [ILO Convention C138 - Minimum Age Convention, 1973](#)

<sup>3</sup> [ILO Convention C182 - Worst Forms of Child Labour Convention, 1999](#)

<sup>4</sup> [UNCRC Convention on the Rights of the Child](#)

<sup>5</sup> [ILO Convention C105 - Abolition of Forced Labour Convention, 1957](#)

<sup>6</sup> [ILO Convention C029 - Forced Labour Convention, 1930](#)

## 5. DIGNITY AND RESPECT

*With reference to ILO Convention 190<sup>7</sup>:*

All workers must be treated with dignity and respect. The supplier must not engage in or tolerate any corporal punishment, harassment or abuse of any kind, including mental and physical coercion and verbal abuse.

## 6. NO DISCRIMINATION

*With reference to ILO Convention 100<sup>8</sup>, ILO Convention 111<sup>9</sup> and ILO Convention 183<sup>10</sup>:*

Suppliers must not engage or tolerate any kind of discrimination in employment, including hiring, job assignments, access to training, working conditions, pay, benefits, promotions, discipline, termination or retirement on the basis of any kind of personal characteristic such as race, gender, age, caste, color, religious belief, marital status, social background, disability, pregnancy, ethnic or national origin, nationality, member in worker organizations, political affiliation or sexual orientation or any other classification protected under applicable law.

Gender equality and women empowerment is an issue that is very important to O My Bag, therefore we explicitly point out the following:

Specific roles and needs of women, such as those related to pregnancy, must not be used to undermine, curtail or in any way diminish their equality with men in any aspect of the employment relationship. Pregnancy testing or use of contraceptives must not be used as a condition of employment or continued employment.

Female employees must be protected from threats of termination or other employment decisions that negatively impact their employment status to prevent them from marrying or becoming pregnant. Suppliers must provide paid maternity leave, a guarantee to return in the same or a similar position, and time for taking care of breastfeeding and expressing milk during workdays. Workers with family responsibilities, both men and women, must be protected from discrimination with regard to dismissal.

## 7. FAIR COMPENSATION

*With reference to ILO Convention 26<sup>11</sup> and 131<sup>12</sup> and the OECD Guidelines for Multinational Enterprises (2011) chapter 5:*

O My Bag actively strives for and promotes living wages in its supply chains. O My Bag favors suppliers who seek to progressively increase living standards of workers by improving wage systems, benefits, welfare programs and similar projects, which enhance quality of life.

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<sup>7</sup> [ILO Convention C190 - Violence and Harassment Convention, 2019](#)

<sup>8</sup> [ILO Convention C100 - Equal Remuneration Convention, 1951](#)

<sup>9</sup> [ILO Convention C111 - Discrimination \(Employment and Occupation\) Convention, 1958](#)

<sup>10</sup> [ILO Convention C183 - Maternity Protection Convention, 2000](#)

<sup>11</sup> [ILO Convention C026 - Minimum Wage-Fixing Machinery Convention, 1928](#)

<sup>12</sup> [ILO Convention C131 - Minimum Wage Fixing Convention, 1970](#)

All employees have the right to compensation for a regular work week, not including overtime, that is sufficient to cover their and their family's basic needs and that will provide some discretionary income. Wages must at least meet the legal minimum wage, the industry standard wage or collective bargaining wage, whichever is highest. All social benefits granted by law must be paid.

Suppliers must ensure that wages are paid timely, regularly and in full in legal tender. Illegal, unauthorized or disciplinary deductions from wages must not be made.

All workers must receive a separate, documented pay slip for each pay period, where wages and benefits composition are detailed clearly in writing. Payment has to be accurate and accountable.

Suppliers must not use temporary employment relationships, labor-only contracting, home-based working arrangements, false apprenticeship schemes or similar arrangements to avoid regular employment, which would exempt suppliers from compliance with applicable laws and regulations regarding compensation and social security.

## 8. DECENT WORKING HOURS AND ADEQUATE REST

Suppliers must comply with applicable laws, collective bargaining agreements and/or industry standards on working hours, breaks and public holidays. Suppliers must ensure that regular working hours do not exceed the amount set by local law or 48 hours, whichever is less.

Employees must be granted sufficient days of rest, classified as at least one day off following every six consecutive days of work, unless exceptions defined by collective agreements apply.

Overtime hours are to be solely worked on a voluntary basis and to be paid at a premium rate as defined by national law or established by a collective bargaining agreement.

Overtime must not be requested on a regular basis. The sum of regular and overtime hours must not exceed 60 hours per week or the maximum set by local law, whichever is less. Employees have the right to refuse to work overtime without penalty or other negative consequences.

## 9. HEALTH AND SAFETY

*With reference to ILO Convention 155<sup>13</sup>:*

Suppliers must provide a safe and hygienic workplace and prevent any work-related accidents and diseases, including commuting accidents between the place of work and place of residence.

Suppliers must take a proactive approach in ensuring safe and healthy working environments by implementing policies and training. They must make sure systems are in place to detect, eliminate and minimize health and safety risks and prevent accidents, injuries and protect the health of the employees.

Suppliers must be responsible for making sure employees are adhering to health and safety policies and are wearing appropriate protective equipment.

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<sup>13</sup> [ILO Convention C155 - Occupational Safety and Health](#)

## 10. FREEDOM OF ASSOCIATION & COLLECTIVE BARGAINING

*In line with ILO Conventions 87<sup>14</sup> and 98<sup>15</sup>:*

Suppliers must guarantee the right of their employees to form, join and organize trade unions, or other work or industry related associations, to bargain collectively and to strike. Suppliers must respect the right of employees to engage in constructive negotiations with their employers.

In circumstances where the right to freedom of association and collective bargaining is restricted by law, suppliers must allow workers to freely elect their own representatives. Workers' representatives must be allowed and enabled to exercise their representative functions at the workplace.

The supplier must ensure that trade union or worker representatives and workers engaging in the above stated activities are under no circumstances subjected to discrimination, harassment, intimidation or retaliation. Disciplinary actions against workers who choose peacefully and lawfully to organize or join an association are unacceptable.

## 11. GRIEVANCE MECHANISM

Suppliers must provide an anonymous method for reporting workplace complaints and ensure that there are policies in place to protect workers when complaints and grievances are reported in good faith.

## 12. SUBCONTRACTING

O My Bag does not permit subcontracting without its knowledge and prior written approval.

## 13. RESPECT THE ENVIRONMENT

*In reference to OECD Guidelines for Multinational Enterprises on environment (chapter 6), OECD Principles on Water Governance, the REACH regulations and O My Bag Restricted Substance List:*

Suppliers must comply with all applicable environmental laws.

### 13.1 CHEMICALS

Suppliers must follow the REACH Regulation. Suppliers must ensure that components and raw materials do not contain hazardous materials in higher concentrations than permitted by law, and must comply with the O My Bag Restricted Substance List.

Suppliers must ensure that they have a good understanding of the health and environmental damaging properties of all the chemicals they use. Appropriate chemical management to protect the health of employees and the environment must be ensured, including storage, use and disposal.

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<sup>14</sup> [ILO Convention C087 - Freedom of Association and Protection of the Right to Organise Convention, 1948](#)

<sup>15</sup> [ILO Convention C098 - Right to Organise and Collective Bargaining Convention, 1949](#)

## 13.2 WATER

Water usage must be tracked. Water must be used as efficiently as possible and its use must be reduced wherever possible.

Effluent water must be treated before discharge and the quality must at least comply with the standards set by applicable legislation. Effluent water must not be harmful to people or the environment.

## 13.3 ENERGY

Energy use must be tracked. Energy must be used efficiently and its use must be reduced wherever possible. We encourage our suppliers to use renewable energy.

## 13.4 WASTE

Waste production must be tracked. Waste production must be limited as much as possible. Waste, especially hazardous waste, must be disposed of properly and in accordance with applicable legislation.

## 14. RAW MATERIALS

Suppliers are expected to source raw materials and components responsibly. Suppliers are asked to inform O My Bag of any potential risks related to human rights violations, environmental hazards or animal welfare concerns associated with our products.

O My Bag encourages suppliers to always use more sustainable materials. This is facilitated by the O My Bag Sourcing Guidelines which lists nominated suppliers as well as preferred materials.

Suppliers must hand in a detailed "bill of materials" for each product sold to O My Bag, providing an overview of the type and amount of components or materials used, and potential information on certifications and raw material composition.

### 14.1 ANIMAL WELFARE

Since the main raw material of O My Bag's products is cow leathers, animal welfare is an important topic. Traceability is a prerequisite to ensure animal welfare. Traceability of raw hides is a difficult task that has not yet been accomplished. We are working on increasing traceability and animal welfare and expect our suppliers to actively support our goals, as well as working together to achieve them.

In reference to the Five Freedoms of Animal Welfare, all animals must be treated with dignity and respect. This includes being free from hunger, thirst and malnutrition, free from physical and thermal discomfort, free from pain, injury and disease, and being able to express most of their normal behavioural patterns. They must not experience fear or distress. More detailed requirements are outlined in the O My Bag Animal Welfare Guidelines.



## 15. AUDITS AND DOCUMENTATION

SA8000 certification of suppliers, WFTO Guaranteed Membership or an equivalent certification approved by O My Bag in writing, is a requirement for long-term business relationships. O My Bag expects its tier 1 suppliers not yet certified to start the process as soon as possible and become certified within one year of business relationship commencement at the latest.

Suppliers are expected to prove compliance by delivering a valid certificate, as well as audit reports and corrective action plans on a regular basis. In case of non-compliance and certification suspension, the supplier must inform O My Bag immediately.

Suppliers must be aware of all companies involved in their production network, and O My Bag expects suppliers to share details of their supply chain upon request.

## 16. VIOLATION OF THE CODE OF CONDUCT

If O My Bag becomes aware of code violations, suppliers are contacted within 48 hours to discuss the problem and its root cause, and to agree on a corrective action plan. O My Bag will always try to settle disputes conciliatory.

Major non-compliance with this Code of Conduct by a supplier may result in penalties like the suspension of orders, notification of local authorities and in the worst case the termination of the business relationship. The same applies to suppliers who knowingly and repeatedly violate the Code, and/or are uncooperative in implementing corrective actions.

If suppliers violate any elements of the Code of Conduct O My Bag wants to know. Please bring these violations to our attention by contacting us at [sustainability@omybag.nl](mailto:sustainability@omybag.nl). We handle all information confidentially, your identity will never be disclosed.

**O MY BAG'S COMMITMENT**

Amsterdam, .....

O My Bag B.V., Paulien Wesselink

**SUPPLIER COMMITMENT**

We hereby acknowledge that we have received, read and understand O My Bag's Code of Conduct and that we understand the importance of this Code being adhered to by us, by our suppliers and subcontractors.

We will be open and willing to allow O My Bag access to any production site or relevant documentation to check compliance to this code.

We will be open to engage in O My Bag's sustainability projects and will collaborate well with the O My Bag sustainability department.

Company name: \_\_\_\_\_

Company address: \_\_\_\_\_

\_\_\_\_\_

Full name and position: \_\_\_\_\_

\_\_\_\_\_

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

Signature and stamp: \_\_\_\_\_