



## Manufacturer Code of Conduct

Vera Bradley Inc. and all of its affiliates and subsidiaries  
herein after referred to as “Vera Bradley Inc.”

At the **Vera Bradley Inc.** we are committed to:

- A standard of excellence in every aspect of our business and in every corner of the world;
- Ethical and responsible conduct in all of our operations;
- Respect for the rights and dignity of all workers;
- Respect for the environment.

Meeting these standards helps protect integrity of our Brands and long-term success of our businesses as well as the success of our selected business partners. We expect all manufacturers including any upstream suppliers and recruitment agencies (including service providers) associated with the manufacture of **Vera Bradley Inc.** merchandise at any stage share the same commitments. At a minimum, we require that all upstream suppliers and manufacturers of **Vera Bradley Inc.** merchandise meet the following standards:

### **Child Labor**

Manufacturers will not use child labor, as defined by the ILO definition of child labor *work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development, by being mentally, physically, socially or morally dangerous and harmful to children, and/or interfering with their schooling by depriving them of the opportunity to attend school, obliging them to leave school prematurely, or requiring them to attempt to combine school attendance with excessively long and heavy work.*

- The term “child” refer to a person younger than the local legal minimum age for employment as defined by local labor laws in their respective city, state, province or country.
- Manufacturers employing young persons who do not fall within the definition of “children” will also comply with any laws and regulations applicable to such persons.

### **Involuntary Labor**

Manufacturers will not use any forced or involuntary labor, whether prison, bonded, indentured or otherwise in any stage of the manufacture of Vera Bradley Inc. products. All work should be paid and take place on a voluntary basis, where workers are free to terminate employment at any time without penalty, such as withholding pay owed, assessing additional fees or charges, withholding of work or travel documents, or demanding monetary deposits or collateral as a condition of employment. If such practices are found to have affected workers, Manufacturer’s will be expected to promptly repay workers.

### **Coercion and Harassment**

Manufacturers will treat each employee with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological, or verbal harassment or abuse. Manufacturers will ensure a culture of dignity and respect to prohibit violence and harassment, including gender-based violence and harassment among employees.

### **Nondiscrimination**

Manufacturers will not discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination, or retirement, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability.

### **Association**

Manufacturers will respect the rights of employees to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or interference.

### **Health and Safety**

Manufacturers will provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations, ensuring at a minimum reasonable access to potable water and sanitary facilities; fire safety; and adequate lighting, necessary and required personal protective equipment (PPE), and ventilation. Additionally, Manufacturers should provide safety training and necessary drills to ensure workers are prepared in the event of

an emergency. Manufacturers will also ensure that the same standards of health and safety are applied in any housing that they provide for employees.

#### **Compensation & Working Hours**

We expect manufacturers to recognize that wages are essential to meet the basic needs of workers and their families. We encourage manufacturers to provide wages and benefits that sufficiently cover basic needs in addition to some discretionary income. Manufacturers will, at a minimum, comply with all applicable wage and hour laws and regulations, including those relating elements of compensation, and provide legally mandated benefits. Manufacturers will not require employees' weekly working hours to exceed local law. In the absence of local law, we require the employees' weekly working hours to be no more than 60 hours total (including normal weekly working hours). In addition, except in extraordinary business circumstances, employees will be entitled to at least one day off in every seven-day period. Manufacturers will compensate employees for overtime hours at such premium rate as is legally required or, if there is no legally prescribed premium rate, at a rate at least equal to the regular hourly compensation rate. Where local industry standards are higher than applicable legal requirements, we expect manufacturers to meet the higher standards.

Working hours should be arranged to provide adequate period for rest according to relevant legal requirements to include short breaks during work hours, especially when work is strenuous, dangerous, monotonous, or requires high concentration to allow workers to recover their vigilance and physical fitness, and sufficient breaks for meals.

#### **Disciplinary Action**

Manufacturers are strictly prohibited from engaging in worker disciplinary action that:

- infringes on the health, honor, life, or dignity of the worker
- includes application of fines or wage deduction in lieu of a disciplinary measure
- is related to a violation not stipulated in Employer Policy

#### **Protection of the Environment**

Manufacturers will comply with all applicable environmental laws and regulations.

#### **Other laws**

Manufacturers will comply with applicable laws and regulations, including those pertaining to the manufacture, pricing, sale and distribution of merchandise. All references to "applicable laws and regulations" in this Code of Conduct include local and national codes, rules and regulations as well as applicable treaties and voluntary industry standards.

#### **Subcontracting**

Manufacturers will not use subcontractors for the manufacture of merchandise or components thereof for **Vera Bradley Inc. without** express written consent, and only after the subcontractor has entered into a written commitment with **Vera Bradley Inc.** to comply with Code of Conduct. Manufacturers shall disclose to Vera Bradley Inc. the names, contact information, and physical addresses (of manufacturing factories, mills, processing facilities, and/or farms, mines, etc.) of all subcontractors / upstream suppliers supporting the manufacture of Vera Bradley Inc. merchandise and components thereof. Subcontractors will also be expected to disclose their list of upstream suppliers, including physical addresses, name and contact information.

#### **Monitoring and Compliance**

Manufactures will accept unconditionally **Vera Bradley Inc.** and its designed agents (including third parties) to engage in monitoring activities to confirm compliance with this Code of Conduct, including unannounced on-site inspections of manufacturing facilities and employer provided housing; reviews of books and records relating to employment matters; and private interviews with employees. Manufacturers will maintain onsite all documents that may be needed to demonstrate compliance with this Code of Conduct.

#### **Grievance Mechanism**

Workers shall be provided with an effective mechanism to report workplace issues and concerns confidentially and anonymously, including violation of any part of this Code of Conduct without fear of retaliation.

#### **Publication**

Manufacturers will take appropriate steps to ensure that the provisions of this Code of Conduct are communicated to employees, including the prominent posting of a copy of this Code of Conduct, in the local language and in a place readily accessible to employees, at all times. Manufacturers should also share this Code of Conduct with their upstream Suppliers involved with supplying items to support manufacture of Vera Bradley Inc. goods.

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**Anti-Bribery**

Manufacturers and Suppliers at any stage of the manufacturing process shall ensure business is conducted in an honest way, without the use of corrupt practices or acts of bribery to obtain an unfair advantage. A bribe includes financial or other advantages (including gifts) which are promised, offered, accepted, requested or received with the intention to influence the ability to make objective and fair business decisions. Suppliers at any stage of the manufacturing process MUST NOT offer, promise, authorize, solicit, accept or give anything of value to any business partner, subcontractor, representative, or government or administrative official for the purposes of influencing decision-making or gaining improper advantage. Further, it is against Vera Bradley Policy to offer or accept payments or other advantages between private persons and entities to secure business advantage (also known as “kickbacks”).

**Intellectual Property**

Vera Bradley International, LLC, and its affiliates (“Vera Bradley”), owns or licenses the name Vera Bradley, and its patterns, styles, technology packages, and other information and trade secrets provided to Manufacturer to be able to manufacturer products (“Intellectual Property”). In developing this Intellectual Property, Vera has expended a substantial amount of time and resources. Manufacturer shall only use the Intellectual Property to manufacturer exclusivity for Vera Bradley. In no event, shall Manufacturer disclosure, use, or sell this Intellectual Property or any products containing the Intellectual Property to anyone other than Vera Bradley.

**Failure to follow the principles and requirements laid out in this Code of Conduct will be considered a serious violation of the obligations to Vera Bradley Inc. and may result in action up to and including termination of collaboration and/or contract now and in the future.**

**Inquiries? Contact Vera Bradley at +877-805-8372, or by email at [internationalcare@verabradley.com](mailto:internationalcare@verabradley.com).**