



## LR&C IS ON A MISSION TO CREATE LARGE-SCALE POSITIVE IMPACT AND THIS INCLUDES OUR SUPPLY CHAIN.

We believe our partnership with you is key to creating enormous change for good.

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We ask you to join us as we commit to the following.

# BE INCLUSIVE. BE TRANSPARENT. BE IN CONVERSATION; LISTEN, LEARN AND EVOLVE. INNOVATE FOR POSITIVE CHANGE. RECOGNISE OUR ACTIONS IMPACT YOU. COMMIT TO UPHOLD OUR CODE OF CONDUCT.



#### Supplier Requirements:

Any supplier performing services or supplying products to The House of LR&C ("LR&C") and its Brands (each, a "Supplier") are required to comply with the terms of this Code of Conduct at all times. This Code of Conduct describes the business principles of LR&C and is consistent with the guidelines established by the International Labour Organization ("ILO") Conventions, the Fair Labor Association ("FLA") Code of Conduct and United Nations ("UN") Guiding Principles on Business and Human Rights. Each Supplier is an independent contractor of LR&C. Each Supplier must also comply with all applicable laws in the jurisdictions in which it operates, including without limitation labor and employment laws. LR&C is not an employer of any employee of a Supplier subject to this Code of Conduct and is not involved in any hiring, firing, disciplinary actions or compensation related to any such employees.

#### Child Labor:

LR&C does not tolerate any form of child labor. Supplier will ensure that everyone engaged in the performance of services or supply of products for the Brands is at least the legal minimum age of for employment in the country where the individual is employed and in no event will any individual engaged in performance of services or supply of products for LR&C be younger than 15 years of age.

Supplier must maintain age verification records for each employee. Individuals under the age of eighteen (18) may not be exposed to risks that can harm physical, mental or emotional development and such employment must not interfere with schooling or vocational education.

#### Forced Labor and Human Trafficking:

LR&C does not tolerate any form of abusive or illegal labor in its supply chain, such as forced labor or human trafficking. All labor must be voluntary and employees must be allowed freedom of movement. Supplier will not, and will ensure that its Subcontractors do not, (a) use any form of forced labor and human trafficking, including, but not limited to, any form of prison, slave, bonded or forced indentured labor, or (b) recruit, transport, transfer, harbor, or receive persons, by means of threat or use of force, coercion or other means, for the purpose of exploiting them. In advance of employment, Supplier will provide each employee with accurate, understandable information regarding the basic terms of employment, including information related to employee's rights and responsibilities, wages, hours and holidays.

SUPPLIER'S EMPLOYEES MUST BE FREE TO LEAVE **WORK AND TERMINATE** THEIR EMPLOYMENT **UPON REASONABLE** NOTICE WITHOUT PENALTY, AND SUPPLIER **MUST NOT RETAIN ANY PERSONAL** IDENTIFICATION, TRAVEL **DOCUMENTS OR WAGES** AS CONDITIONS OF **EMPLOYMENT OR CHARGE** OR REQUIRE EMPLOYEES AND/OR APPLICATIONS TO PAY FEES OR **DEPOSITS IN ORDER TO GAIN OR MAINTAIN** EMPLOYMENT.

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#### *Non-Discrimination:*

Supplier will not, and will ensure its Subcontractors do not, discriminate in hiring and employment (including in recruitment, hiring, training, working conditions, job assignments, pay, benefits, promotions, discipline, termination and retirement) on the basis of race; color; gender; age; national origin; religion; citizenship status; political opinion; marital status; sexual orientation; engaging in, or refraining from engaging in, protected union activity; gender identity; transgender status; physical or mental disability; protected veteran status; genetic information; pregnancy (including childbirth and related medical conditions, including medical conditions related to lactation); or other categories protected by applicable federal, state or local law.

Hiring and employment decisions, including those relating to compensation, benefits, promotion, training and development, discipline, and termination, must be based solely on the worker's skill, ability, experience and performance.

#### Freedom of Action & Collective Bargaining:

Supplier will not restrict employees' right to form, join or not join trade unions or other organizations of employees' choosing and collectively bargain without fear of discrimination, retaliation, harassment, or intimidation. If freedom of association is restricted by local law, alternative means of freedom of association will not be obstructed.

#### *Harassment:*

Supplier will treat all employees with dignity and respect. Supplier will not, and will ensure its Subcontractors do not, subject any of its or their employees to

any form of violence, or other forms of physical, mental, or sexual harassment. Supplier will clearly define and communicate to all employees its disciplinary policies and procedures related to harassment.

#### Working Hours, Wages and Benefits:

Supplier will fairly compensate its employees by timely providing wages and benefits that comply with all Applicable Laws in the jurisdiction in which it does business. Supplier will maintain working hours that reflect applicable legal norms and pay overtime hours at the legally mandated premium or, if there is no mandated premium, in line with the guidance provided by the ILO Convention 1. In addition, LR&C's goal is that all individuals receive a minimum a "living wage," as determined in accordance with the Anker Methodology supported by the Global Living Wage Coalition.

Supplier will ensure work schedules and rest periods are consistent with Applicable Laws and working hours (including regular and overtime hours) for any individual employee do not exceed 60 hours per week.

SUPPLIER MAY NOT USE TEMPORARY LABOR ARRANGEMENTS. INCLUDING THE **EXCESSIVE USE OF FIXED-**TERM CONTRACTS, LABOR-ONLY CONTRACTING, SUBCONTRACTING, **HOME-WORKING OR APPRENTICESHIP** SCHEMES, TO AVOID **OBLIGATIONS TO EMPLOYEES UNDER** LABOR OR SOCIAL **SECURITY LAWS AND** REGULATIONS.

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#### *Worker Health & Safety:*

Supplier must provide a safe and healthy working environment and comply with all work safety conditions and work rules required under Applicable Law. Supplier will ensure (a) employees will have the right to refuse and report unsafe or unhealthy working conditions regardless of role, title or responsibility; (b) employees are trained on applicable occupational health and safety policies and procedures, including emergency evacuation procedures, prior to employment and then on a regular basis in the primary language(s) of its employees; (c) employees are provide with, and instructed on how to use, appropriate protective equipment; (d) employees are provided with Potable drinking water and adequate and clean sanitation facilities for male and female employees; (e) employees' access to toilets, rest or

lactation breaks are not unreasonably limited; and (f) if applicable, dormitories are clean, well maintained, provide reasonable entry and exit privileges for workers and in compliance with safety regulations.

#### Environmental Requirements:

Supplier will responsibly and sustainably source our raw materials and textiles, packaging materials and other goods and services in a way that will help reduce our impact on air, land and water. Supplier will ensure that its operations do not contribute to deforestation or loss of biodiversity. Supplier's operations will fully comply with all federal and local environmental laws and regulation, including those related to waste disposal, hazardous waste, greenhouse gas emissions, wastewater, toxic substances, and conflict minerals. Supplier will take reasonable efforts to ensure that the Products do not contain conflict minerals.

Emissions, wastewater and solid waste generated from operations are to be characterized, monitored, controlled and treated as required under Applicable Law prior to discharge or disposal. Supplier will obtain, maintain, and keep current all required environmental permits (e.g., discharge and effluent monitoring records) and comply with any operational, registration and reporting requirements.

#### Animal Welfare:

Supplier must adhere to codes of practice that meet or exceed LR&C's animal welfare standards and all requirements under Applicable Law.

#### *Intellectual Property:*

LR&C respect the intellectual property ("IP") rights of third parties and expects the same of its suppliers and their employees. Unauthorized copying of any designs or prints of any of the Brands or any third party are strictly prohibited.

#### **Grievance Mechanisms:**

Supplier has, or will establish, grievance mechanisms to respond to, and resolve, employee grievances and reported misconduct. Such grievance mechanisms will allow employees and third parties to anonymously report grievances and misconduct and be transparent, responsive, anonymous, unbiased and confidential. Supplier will notify employees of, and ensure they have access to, the grievance mechanisms.

Supplier will address reported concerns and violations in a timely manner in accordance with Supplier's established procedures. Employees who report grievances in good faith must be protected from retribution, retaliation or reprisal. Supplier must notify LR&C of any reported grievances that directly violate this Code of Conduct.

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#### **Business Ethics:**

Supplier will conduct, and ensure its Subcontractors conduct, its business in accordance with the highest professional and ethical standards and have controls in place that prohibit and detect the misuse of company assets, corruption, bribery, improper gifts, extortion, embezzlement and even the appearance of conflicts of interest. Supplier will maintain, and ensure Subcontractors maintain, accurate books and records of their business dealings. Supplier will abide by all applicable anti-corruption laws and regulations of the countries in which they operate, including the United States Foreign Corrupt Practices Act ("FCPA"), the Canadian Corruption of Foreign Public Officials Act ("CFPOA") and applicable international anticorruption conventions.

To the extent that Supplier transports goods for LR&C into the United States, Supplier will comply with the Customs-Trade Partnership Against Terrorism ("C-TPAT") security procedures. If Supplier or Subcontractors extend any business courtesies to LR&C employees, they will do so infrequently, and such courtesies must be of no more than moderate value.

### VIOLATIONS AND CONCERNS MAY ALSO BE REPORTED DIRECTLY TO LR&C AT:

LEGAL@THEHOUSEOFLRC.COM.

#### Management Systems, Compliance and Auditing:

Supplier will ensure that adequate and effective management systems, policies, procedures, financial documentation and training are in place to ensure ongoing compliance with this Code of Conduct, including without limitation training for compliance with requirements under FCPA, CFPOA and C-TPAT. LR&C has the right to request from Supplier all information related to the management system and other issues set forth in this Code of Conduct. LR&C or its authorized representative has the right to verify compliance with this Code of Conduct through internal and external assessment mechanisms, such as self-assessment questionnaires, announced and unannounced on-site independent thirdparty audits, and worker well-being surveys. During such audits, LR&C or its authorized representative may inspect the Supplier's facilities, operations, books

and records, and Supplier-provided housing (if any), and may include confidential employee interviews. During or after such audits, LR&C may provide advise Supplier of corrective actions that must be taken to remedy any non-compliance. If Supplier fails to implement the recommended corrective action plans and does not remedy any act of non-compliance in a timely manner, LR&C may, in its sole discretion and without any further obligation to Supplier, suspend purchases, refuse to take delivery under any purchase order and return any goods or services from the Supplier until the corrective actions have been implemented, or may terminate its business relationship with Supplier in addition to any other rights or remedies available to LR&C.

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