

OCEANSAPART – Code of Conduct

Introduction – Defining Terms

For simplicity, the term "OCEANSAPART" in this Code of Conduct refers to both the brand OCEANSAPART and its legal entity, More than Oceans Apart GmbH. This includes all organizational units and employees, as well as business partners, suppliers, and subcontractors involved in our value chain.

Our Code of Conduct

We at OCEANSAPART are firmly committed to making high-quality products in ways that respect people and protect the environment. This Code of Conduct helps to ensure these objectives and serves as the basis for all of our operations and business relationships.

Our Code of Conduct applies worldwide. It obligates OCEANSAPART, its organisational units, and employees in the same manner as all our production, logistics, and sales partners and their employees who are involved in the value chain. OCEANSAPART seeks to work with partners that promote the continual improvement of working conditions throughout the supply chain.

This Code of Conduct is grounded in internationally recognized standards, including the International Bill of Human Rights, the UN Guiding Principles on Business and Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work, and the OECD Guidelines for Multinational Enterprises. Adherence to all applicable legal and regulatory requirements forms the cornerstone of our operations.

Our goal – and our expectation of business partners – is to respect the principles outlined in this Code of Conduct to the fullest extent while ensuring compliance with local laws. If there is a conflict between local laws and the standards in this Code of Conduct, the higher standard shall apply.

OCEANSAPART is committed to continuous improvement in human rights and environmental protection across its value chain. We conduct ongoing due diligence to identify and address human rights and environmental risks within our own operations and business relationships. The effectiveness of our actions is regularly reviewed, and we provide transparent updates on our progress.

No Child Labour

There shall be no use of child labour. Child labour (as defined by ILO Conventions 138 and 182) is prohibited and will not be tolerated by OCEANSAPART in any form. Employees may not be younger than the age of 15 or the legal compulsory age for completing education, whichever is higher. All suppliers have to comply with all applicable laws and regulations regarding the employment of young workers. No work that compromises the health or safety of young workers shall be done by them.

No Forced Labour

OCEANSAPART prohibits modern slavery, forced, or compulsory labour within our operations and supply chains (ILO Conventions 29 and 105). Prison labour is not tolerated in any kind of form. Workers shall only be employed on a voluntary basis and not under the threat of any penalty or sanction. Employees must not be forced to work through physical or psychological violence or any threats thereof. Practices such as confiscating or withholding worker identity documents or other valuable items (e.g., work permits and travel documentation) are prohibited.

No Discrimination

OCEANSAPART rejects all forms of 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, colour, sex, religion, political affiliation, union membership, nationality, social origin, deficiencies, or handicaps (ILO Conventions 100 and 111). Female workers may not be discriminated against due to pregnancy or maternity leave and must receive equal treatment in all aspects of employment.

Health and Safety

A safe and healthy workplace environment must be provided to all employees and workers in the supply chain. Focal points here are work safety and the avoidance of dangerous practices. We expect a regular organisation of fire drills and the training of employees regarding health and safety. The employer shall provide protective equipment where necessary and train workers how to use it. Access to clean sanitary facilities and potable water are also basic necessities for a healthy and safe working environment.

Freedom of Assembly and Freedom of Association

All our employees and the employees of our business partners have the right to freedom of assembly and freedom of association (ILO Conventions 87 and 98). All employees are permitted to join or form a workers' organisation of their own choosing and to bargain collectively without having to fear negative consequences as a result. In countries where the rights to freedom of assembly and freedom of association are legally restricted, the employees are nevertheless permitted to elect their own representative and participate in negotiations.

Working Hours

Hours of work shall 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, shall not be demanded on a regular basis, and shall always be compensated at a premium rate (ILO Convention 1).

Living Wage

Wages and benefits paid for a standard working week shall meet at least legal or industry minimum standards and always be sufficient to meet the 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 living wage. Employees shall be adequately and clearly informed about the specifications of their wages including wage rates and pay period.

Legally-Binding Employment Relationship

Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment. Younger workers shall be given the opportunity to participate in education and training programs.

Environment

The protection and preservation of the environment is an essential value of OCEANSAPART. Our business partners are obliged to have written environmental policies in place, which fulfill or exceed the appropriate applicable environmental protection regulations and standards. They are also obliged to continually work towards the avoidance and reduction of environmental pollution. OCEANSAPART seeks to partner with suppliers that implement systems to minimize their negative impact on the environment.

Transparency

For OCEANSAPART, transparency plays an important role in our business relationships along the supply chain. All suppliers, including manufacturing and material suppliers, shall be transparent with their locations of production. Suppliers must inform OCEANSAPART about the use of any subcontractors and provide the required documentation. The supplier has to ensure that the subcontractors are made aware of our Code of Conduct and act accordingly.

Corruption and Unethical Conduct

Active and passive corruption and unethical behaviour in any form will not be tolerated as a means of objective achievement. Anyone who becomes aware of corruption or the attempt thereof is obliged to immediately notify their superiors or competent authorities.

Implementation and Monitoring of the Code of Conduct

It is important to OCEANSAPART that the principles outlined in this Code of Conduct are implemented across our value chain.

We expect suppliers to:

- Uphold these standards in their own operations.
- Use their best efforts to implement this Code of Conduct with their own suppliers and subcontractors.
- Make this Code of Conduct available, in the local language, to all employees.

OCEANSAPART will support its suppliers to fulfil the standards set out in this Code of Conduct. Our aim is continuous improvement. We will only end a business relationship as a last resort if a partner or supplier is unable or unwilling to improve after a reasonable time.

We reserve the right to conduct regular audits or assessments, including independent third-party audits, to monitor compliance with the standards outlined in this Code of Conduct. If violations are identified, OCEANSAPART will work collaboratively with the supplier to develop and implement corrective action plans. Ending a business relationship is considered a last resort, applied only if a supplier is unwilling or unable to make necessary improvements within a reasonable time frame.

We expressly invite anyone with concerns or knowledge of infringements of this Code of Conduct to report them through one of our secure and confidential channels. You can reach us:

- Anonymously, via our [whistleblowing platform](#)
- By email at: compliance@oceansapart.com

Your confidentiality will always be respected, and reports will be handled with the utmost care and professionalism.

Confirmation of the Code of Conduct – OCEANSAPART

At OCEANSAPART, we are committed to adhering to the principles of this Code of Conduct across all our business operations. We expect the same dedication from our partners and suppliers. Our aim is to foster transparent and trustworthy collaboration, taking ethical, social, and environmental responsibility seriously.

Implementation and Update of the Code of Conduct

OCEANSAPART regularly reviews and updates the Code of Conduct to align with expertise and evolving standards. By consulting with internal and external specialists, we ensure our policies meet the highest international standards and drive continuous improvement.

Mannheim, 16.01.2025

Place, Date


Signature CEO

Hamburg, 16.01.2025

Place, Date



Signature HR Manager

Mannheim, 16.01.2025

Place, Date



Signature ESG Manager