

## Exhibit A to Manufacturing Agreement

### SELLER CODE OF CONDUCT

#### Introduction

##### **PURPOSE**

Sellers are committed to conduct their business in an ethically, legally, environmentally, and socially responsible manner. Buyer shall only do business with Sellers who share the same principles in corporate social responsibility.

This Code of Conduct not only applies to Sellers with whom Buyer contracts, but it also applies to Sellers' factories, subcontractors<sup>1</sup> and/or any third party used by Sellers in producing goods or services for Buyer.

##### **SANCTIONS**

Any Seller or Buyer employee that becomes aware of violations of this Code of Conduct is obligated to notify any of the Executive Leadership of Buyer. Based on the assessment of information made available to Buyer, Buyer reserves the right (in addition to all other legal and contractual rights) to terminate any relationship with Sellers found to be in violation of this Code of Conduct without liability to Sellers.

##### **DEFINITIONS**

Unless otherwise defined herein, any capitalised term herein shall have the same meaning as ascribed thereto under the manufacturing agreement.

##### **GRIEVANCES**

Individuals or organisations can submit grievances about perceived or real instances of wrong or unfair treatment through the amfori External Grievance Mechanism, found here: <https://www.amfori.org/content/amfori-external-grievance-mechanism>.

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<sup>1</sup> The International Labour Organization defines "subcontractor" as "a natural or legal person who undertakes by a contractual arrangement with a user enterprise to have work performed for that enterprise".

*85th Session (1997) of the International Labour Conference.* (1998, June). International Labour Organization. <https://www.ilo.org/public/english/standards/relm/ilc/ilc86/rep-v2b.htm>

## Code of Conduct

### 1. COMPLIANCE

#### 1.1. Laws & Regulations

Sellers and any of their subcontractors shall operate in full compliance with the applicable laws and regulations in the countries in which they operate. By applicable laws and regulations, it is understood but not limited to those pertaining to human rights, workers' rights, social responsibility, and environmental protection.

#### 1.2. Right to Inspect

Buyer or its representatives may conduct announced or unannounced monitoring activities to confirm Sellers' compliance to this Code of Conduct. As a condition of doing business with Buyer, Sellers must grant Buyer and its representatives access to Sellers' facilities and company records to perform audits, including confidential employee interviews.

#### 1.3. Subcontracting

This Code of Conduct shall be equally applicable to any entity or individual ("Subcontracted Party") to which Sellers subcontract any performance of any Order. Sellers shall cause the Subcontracted Party to fully comply with this Code of Conduct and fully indemnify Buyer against any violation of any Subcontracted Party of this Code of Conduct. Upon Buyer's request, Sellers agree to terminate any relationship with any Subcontracted Party found to have committed the aforesaid violation without any liability on the part of Buyer.

### 2. ENVIRONMENT

#### 2.1. Animal Welfare

Buyer does not sell or distribute any products of animal origin, nor does the Buyer accept the mistreatment of animals in its business operations. Sellers shall adhere to the Five Freedoms of animal welfare<sup>2</sup>: Freedom from hunger and thirst; Freedom from discomfort; Freedom from pain, injury or disease; Freedom to express normal behaviour; Freedom from fear and distress.

#### 2.2. Laws & Regulations

Sellers shall be in compliance with, and require their subcontractors and any person under their control to comply with, all applicable state, national, and international laws, rules and regulations relating to responsible environmental practices, including, without limitation, those dealing with water, energy, carbon emissions animal welfare, pollution, hazardous waste disposal (ILO C170) and waste management along with any other

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<sup>2</sup> *What are the Five Freedoms of animal welfare?* – RSPCA Knowledgebase. (2021, May 20). RSPCA Knowledgebase. <https://kb.rspca.org.au/knowledge-base/what-are-the-five-freedoms-of-animal-welfare/#ref3>

environmental topics covered in this Seller Code of Conduct. Sellers shall have adopted and implemented appropriate and effective policies and procedures to ensure compliance with the above, except to the extent that any failure to comply, individually or in the aggregate, would have a material adverse effect on Sellers' ability to perform their obligations under this Agreement. Sellers are taking reasonable steps to reduce and monitor their energy usage, carbon emissions and water usage in line with this Seller Code of Conduct.

### 2.3. **Energy Consumption & Greenhouse Gases**

Sellers are encouraged to actively monitor their energy consumption and greenhouse gas emissions, and work to reduce them year by year. Additionally, we encourage our Sellers to source energy from renewable sources.

### 2.4. **Hazardous Substances<sup>3</sup> (ILO C170)**

Chemicals and other materials posing a hazard if released to the environment shall be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

### 2.5. **Waste Management**

Sellers shall reduce both the use of unsustainable materials and production of waste as much as possible by reusing, reducing or recycling.

### 2.6. **Water Consumption**

Sellers shall engage in sustainable and conscious water use practices throughout their operating facilities. Additionally, Sellers are encouraged to reduce water consumption by implementing conservation and substitution measures.

### 2.7. **ESG Laws**

Sellers shall use commercially reasonable efforts to comply with applicable environmental, social and governance ("ESG") laws and regulations, foresee any known or expected future changes in the requirements, and take all reasonable actions to ensure compliance. Sellers shall conduct their business in a manner that is consistent with the Buyer's principles of corporate social responsibility, and this Seller Code of Conduct. Sellers shall respond diligently to any requests for ESG data matters from the Buyer. In case any ESG incident occurs, Sellers shall proactively inform the Buyer as soon as practicable

## 3. **ETHICAL CONDUCT**

### 3.1. **Corruption**

Sellers shall adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

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<sup>3</sup> Hazardous substances are defined in the following Restricted Substances Lists: PF CONCEPT RSL 1.0 A; PF CONCEPT RSL 1.0 B; PF CONCEPT RSL 1.0 C; Topfine RSL.

### **3.2. Data Confidentiality**

Sellers shall take adequate measures to ensure the confidentiality of all proprietary information. Sellers shall carry out the proper access, usage, handling, storage, and transfer of all proprietary information in compliance with applicable local and national privacy laws. Data that relates specifically to Buyer shall not be shared without the expressed permission of Buyer itself.

### **3.3. Fair Competition**

Sellers shall adhere to fair business practices. Sellers shall comply with all applicable national anti-competition and conflict regulations.

### **3.4. Financial Transparency**

Sellers shall operate their business honestly and transparently. Sellers shall maintain all financial books and records in conformance with generally accepted accounting principles. As a preventative measure against corruption, bribery, embezzlement and extortion, Sellers shall keep an appropriate accounting records system that enables the traceability of financial decisions.

### **3.5. Gifts & Hospitality**

Sellers shall conduct their business in accordance with the highest standards of ethical behaviour. According to Buyer's company policy, no money, assets, gifts, fees, or compensation of any kind may be given to its employees or its affiliates' employees. Should such an incidence arise, an official claim will be filed with the competent authorities, while the employee concerned will be dismissed for cause and Buyer will discontinue doing business with Sellers concerned.

### **3.6. Whistleblower Protection**

Sellers shall provide an anonymous complaint mechanism for managers and workers to report ethical violations. Sellers shall protect whistleblower confidentiality and prohibit retaliation.

### **3.7. Governance**

Sellers shall be in compliance with, and requires their subcontractors and any person under their control to comply with, all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behaviour, including, without limitation, bribery and corruption, fair competition, data confidentiality, along with any other business ethics topics covered in this Seller Code of Conduct. Sellers shall have adopted and implemented appropriate and effective policies to ensure compliance with the above, except to the extent that any failure to comply, individually or in the aggregate, would have a material adverse effect on Sellers' ability to perform their obligations under this Agreement

## **4. LABOUR PRACTICES**

### **4.1. Forced Labour (ILO C029)**

Forced or involuntary labour is not tolerated in any form. Sellers shall not use any forced labour, whether in the form of prison labour, indentured labour, bonded labour or otherwise.

#### **4.2. Health & Safety (ILO C155)**

Sellers shall provide their employees with a safe and healthy working environment and when applicable, safe and healthy residential facilities. Seller shall take appropriate actions to prevent workplace accidents.

#### **4.3. Provision of Living Wages (ILO C026, ILO C131)**

Sellers shall provide wages and benefits for regular and overtime work that meet at least the level required by applicable laws.

#### **4.4. Working Hours (ILO C001, ILO C014, ILO C116)**

Sellers' work week shall not exceed 48 hours on a regular basis. Except for in extraordinary business circumstances, Sellers' employees shall not work more than either (a) the limits on regular and overtime hours allowed by local law or (b) a maximum 60 hours a week inclusive of overtime. All overtime is consensual and shall be paid at a premium rate. Employees are entitled to one day off in every seven-day period.

#### **4.5. Youth Labour (ILO C138, ILO C182)**

Buyer will not tolerate Child Labour. Employers shall not employ people under the age of 15 or the minimum age or employment required by law in the country of manufacture, whichever is higher.

#### **4.6. Social Compliance**

Sellers shall be in compliance with, and requires their subcontractors and any person under their control to comply with, all applicable state, national, and international laws, rules and regulations relating to responsible social practices (as outlined in ILO), including, without limitation, those dealing with human rights (including, without limitation, discrimination, unsafe work, human trafficking, slavery, child labour and conflict mineral sourcing), along with any other social topics covered in this Seller Code of Conduct. Sellers shall have adopted and implemented appropriate and effective policies to ensure compliance with the above, except to the extent that any failure to comply, individually or in the aggregate, would have a material adverse effect on Sellers' ability to perform their obligations under this Agreement.

### **5. HUMAN RIGHTS**

#### **5.1. Non-Discrimination (ILO C111)**

Sellers shall treat all of their employees strictly according to their abilities and qualifications and shall not discriminate their employment practices on the basis of race, colour, religion, sex, age, physical disability, origin, or any other basis prohibited by law.

#### **5.2. Harassment & Abuse (ILO C190)**

Sellers shall treat their employees with dignity and respect. In no event shall Sellers' workers be subject to threats of violence, physical punishment, confinement or other form of physical, sexual, psychological or verbal harassment or abuse.

**5.3. Freedom of Association (ILO C087, ILO C098)**

Unless restricted by local applicable laws and regulations, Sellers shall provide their employees the freedom of association and the right to collective bargaining to the extent at permissible by local applicable laws and regulations.

*By signing Sellers Code of Conduct, you declare that your company will operate in compliance with the expectations described above:*

Signature: Ralf Oster

RO  
Initials

Date: 8.02.2024

*This Code of Conduct is based on the UN Global Compact and the conventions of the International Labour Organization.*