mondottica

MONDOTTICA CODE OF CONDUCT

Mondottica is committed to operating its business within a framework of principles, guidelines, and policies that are aligned with our ethical, social and environmental responsibilities. We believe that this is critical for protecting, managing, and enhancing our brand and reputation. We also believe this will drive long-term, sustainable growth for Mondottica, our business partners, and the communities in which we operate.

We strive to conduct business with those who share our commitment to operating in a responsible and ethical manner. As a supplier, distributor, agent, or partner of Mondottica: 'You' are required to agree to the conditions and standards as set out in this code, and to further ensure that any of your subcontractors involved in the manufacture or distribution of our Products observe the requirements in this code.

1. **Laws and Regulations.** You must comply with all applicable laws and regulations of the countries in which you have business operations.

2. **Child Labour shall not be used.** There shall be no recruitment of child labour. You must not employ workers younger than the legal minimum age dictated by the local law consistent with International Labour Organisation guidelines or the age for completing compulsory education or the minimum age established by the law in the country of manufacture. Children and young persons under age 18 shall not be employed at night or in hazardous conditions. In addition, you must comply with all local legal requirements for the work of authorised young workers, particularly those pertaining to hours of work, wages, and working conditions.

3. **Employment is freely chosen.** You must not use involuntary or forced labour, whether indentured, bonded, prison or otherwise. In addition, workers must not be required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

4. **Regular employment is provided.** To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practise. 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, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligation be avoided through the excessive use of fixed-term contracts of employment.

5. **Working Hours**. You must comply with all local and national laws that are applicable, including for standards in specific industry, regarding working hours, public holidays, paid annual leave, sick leave and overtime regulations. Working hours shall in no case exceed the maximums set by relevant laws and should in general seek to emulate internationally recognized standards and best practices such as those set by the ILO. Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. 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 7-day period on average. 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.

6. **No harassment, harsh or inhumane treatment is allowed.** You must treat all workers with respect and dignity. No worker shall be subject to corporal punishment, physical, sexual, psychological, or verbal harassment, abuse or violence – this includes abuse of workers vulnerability e.g., immigrant status, language barriers, existing debt. In

addition, You will not use monetary fines as a disciplinary practice and other forms of intimidation, threat, debt bondage or deception shall be prohibited. Further, you will ensure there are no restrictions of worker movement, worker isolation is prohibited, and you shall assign responsibility to ensure that no harassment, harsh or inhumane treatment is permitted within your operations. You will ensure training is provided to help prevent any harassment and carry out a risk assessment to identify and mitigate risks of harassment of a physical, sexual or psychological nature.

7. **Wage and Benefits.** You must pay any/all workers at least the minimum compensation required by local law (or industry benchmark standards, whichever is higher) and provide all legally mandated benefits. In addition to their compensation for regular hours of work, workers must be compensated for overtime hours at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly compensation rate. In any event, wages should always be enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time there are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures shall be recorded.

8. **Working conditions are safe and hygienic.** You must provide any/all workers with a clean, safe, and hygienic work environment in compliance with all legal requirements for workplace health and safety in the countries in which they operate. This includes residential facilities, if applicable. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided. In observing this Code of Conduct, You shall assign responsibility for health and safety to a senior management representative.

9. **Non-discrimination.** You must ensure that the terms and conditions of employment offered – including hiring, remuneration, benefits, advancement, termination, and retirement – are based on ability and not on criteria that are impermissible under local law (including race, caste, national origin, religion, age, disability, gender marital status, sexual orientation, union membership or political affiliation). This also explicitly extends to any employee reporting any violation of this Code of Conduct.

10. **Women's Rights.** You will ensure that women workers receive equal treatment in all aspects of employment.

11. **Freedom of Association and Collective Bargaining.** You must recognise and respect the rights of workers to exercise lawful rights of free association, including joining or not joining any trade union. You must also respect any legal rights of workers to bargain collectively. If you act as an Employer, you must adopt an open attitude towards the activities of trade unions and their organisational activities. Worker's representatives are not to be discriminated against and will have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

12. **Subcontracting.** All subcontractors are required to agree in writing to this code of conduct and you must have your own programme of ensuring that the conditions and standards contained in this code are observed by each

of your subcontractors in the manufacture and distribution of our products. We expect all suppliers to provide us, upon request, with precise information on the products under our business agreements, including methods and resources used in their production and sources of raw materials and 3rd party suppliers.

13. **Communication.** You must communicate the provisions of this Code of Conduct to workers and supervisors, you must ensure understanding and provide a translated copy of this code in the language spoken by your employees and/or workers and you must publicly display this code both in English and local language if applicable at all times during the period of your agreement with us.

14. **Monitoring and Compliance.** You must maintain on site all documentation necessary to demonstrate compliance with this Code of Conduct and must allow representatives of Mondottica full access to production facilities, worker records and workers for confidential interviews in connection with monitoring visits. You are expected to take necessary corrective actions to promptly remediate any noncompliance, if applicable.

15. **Money Laundering**. You are expected to take all possible measures to prevent any action to conceal the true origin of monetary assets or other assets linked to any criminal activities or terrorist activities.

16. **Preventing Bribery & Corruption.** All corruption, bribery, extortion and embezzlement are prohibited, and you agree to take a zero-tolerance approach on these. You must not offer, request, or accept bribes or permit subcontractors or others to do so on their behalf. You will implement appropriate, ongoing anti-bribery and anti-corruption policies and training. Our employees are strictly prohibited from granting, offering, or giving undue benefits to any third party, whether by themselves or by another third party, to any other entity or private person or government entity for the purpose of gaining any advantage in the conduct of business or negotiations. None of our employees may offer or accept any form of payment or remuneration to or from a supplier or any other third party. Our employees may not participate in any gambling activities with any suppliers or other third parties associated with our business activities.

17. **Preventing Conflicts of Interest.** You must not allow personal or family interest to influence your independence or personal judgement. You must have financial controls in place to prevent conflicts of interest, effective procurement, and financial decision-making.

18. **Competition.** You agree to only seek competitive advantage through lawful means and will conduct your business consistent with fair and vigorous competition and in compliance with all applicable anti-trust and competition laws.

19. **Confidentiality**. You agree to undertake to keep the confidentiality of all non-public information communicated to you within your business relationship with Mondottica, including all trade secrets, intellectual property, know how, personal data and business materials.

20. **Environment.** You shall comply with all applicable regulatory requirements regarding the environment and health and safety, and shall operate an environmental, health and safety management system, which underpins and proves compliance with all such regulatory requirements. You agree to operate in an environmentally responsible and efficient manner to minimise adverse impacts on the environment and demonstrate a culture of continual improvement to further reduce resource consumption, which includes setting measurable targets. This extends to responsible sourcing by ensuring product traceability including with regards to labour sources, raw materials and third-party suppliers used and this policy extends to using best efforts to minimize the negative environmental impacts that you and/or your subcontractors exert on the environment. Specifically, we require you to:

a. Emphasize the responsible use of raw materials, including recycling and re-use and considering the environmental footprint in product design and production process (where applicable)

b. Minimizing or avoiding the use of hazardous chemicals, the release of air pollutants and greenhouse gasses, the use of energy and water consumption and the output of noise, light and vibration pollution.

c. Ensuring traceability of products and raw materials and compliance with all health and safety regulations.

d. Respect biodiversity and animal welfare in all manufacturing processes.

e. Promoting all these measures actively in your own value chain.

21. **Right to Audit**. You agree and acknowledge that, while we expect you to self-report any violations of this Code of Conduct to us, we maintain the right to carry out one or more evaluations, tests, or audits, whether by ourselves, by our brand partners or by a third party, to evaluate compliance with this Code of Conduct. Such an occurrence may be carried out at the location in which the products are designed, developed, manufactured, stored or onward distributed or where related services are performed. You undertake to provide us with all relevant documentation and with access to any relevant facility or person in pursuit of such evaluation/audit. Corrective Action Plans (CAP) for audit non-compliances should be created promptly and remedied within a reasonable period.

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where this provision of law and this Base Code address the same subject, to apply that provision which affords greater protection. All relevant personnel are to be provided with appropriate training and guidelines that will enable them to apply the code in their work.