



**Declaration of Principles**  
**Grundsatzerklärung**

## 1. Scope of Application

This declaration of principles serves as a guiding framework for the entire BRANDS Group (BRANDS Fashion GmbH, BRANDS Logistics GmbH, BRANDS Fashion US Inc and Clothing Network GmbH). The underlying principles are based on the established processes and goals of BRANDS Fashion. The subsidiaries are encouraged to align with these principles and to explore their implementation in line with their individual structures and stages of development.

## 2. Commitment to international standards

As an internationally working company that operates in a resource-intensive industry which is repeatedly criticized for its impact on people and the environment, we are aware of our social responsibility.

To fulfill this responsibility, BRANDS commits to internationally recognized human rights and social standards, such as the UN Guiding Principles on Business and Human Rights, the International Bill of Human Rights, the ILO Core Labour Standards, and the OECD Guidelines. Further, we are also committed to contributing to the United Nations Sustainable Development Goals (SDGs) – primarily through our sustainable core business but also by supporting social and environmental projects beyond our business activities.

In order to meet our responsibility towards people and the environment, we have established comprehensive processes to fulfill our human rights and environmental due diligence (HREDD) obligations – in line with applicable legal due diligence requirements, such as the German Supply Chain Due Diligence Act (LkSG). Our Sustainability Department is responsible for managing and monitoring these processes. The foundation of our business activities and all partnerships along the supply chain is built on clear core principles, policies, and strategies. Their goal is to identify, prevent, and mitigate potential and actual negative impacts on human rights, the environment, and business integrity at an early stage.

## 3. Regular risk assessment

To gain a comprehensive understanding of potential risks, we regularly carry out a risk analysis. In doing so, we consider sector-, country-, material- and product-specific factors, as well as risks related to our business model and purchasing

## 1. Geltungsbereich

Diese Grundsatzerklärung dient als Leitbild für die gesamte BRANDS Gruppe (BRANDS Fashion GmbH, BRANDS Logistics GmbH, BRANDS Fashion US Inc. und Clothing Network GmbH). Die zugrunde liegenden Prinzipien basieren auf den etablierten Prozessen und Zielen von BRANDS Fashion. Die Tochtergesellschaften orientieren sich an diesen Grundsätzen und prüfen deren Umsetzung im Rahmen ihrer jeweiligen Strukturen und Entwicklungsperspektiven.

## 2. Verpflichtung zu internationalen Standards

Als international tätiges Unternehmen, das in einer ressourcenintensiven Branche tätig ist, die immer wieder für ihre Auswirkungen auf Mensch und Umwelt kritisiert wird, sind wir uns unserer gesellschaftlichen Verantwortung bewusst.

Um dieser Verantwortung gerecht zu werden, bekennt sich BRANDS zu international anerkannten Menschenrechts- und Sozialstandards, wie den Leitprinzipien für Wirtschaft und Menschenrechte, der internationalen Menschenrechtscharta, den ILO-Kernarbeitsnormen sowie den OECD-Leitsätzen. Auch zu den Zielen für nachhaltige Entwicklung der VN wollen wir unseren Beitrag leisten – insbesondere durch unser nachhaltiges Kerngeschäft, aber auch durch die Unterstützung sozialer und ökologischer Projekte über unsere Geschäftstätigkeit hinaus.

Um unserer Verantwortung gegenüber Mensch und Umwelt gerecht zu werden, haben wir umfassende Prozesse zur Wahrnehmung unserer unternehmerischen Sorgfaltspflichten (HREDD) etabliert - im Einklang mit geltenden gesetzlichen Sorgfaltspflichtvorgaben, wie dem Lieferkettensorgfaltspflichtengesetz (LkSG). Die Nachhaltigkeitsabteilung ist für deren Steuerung und Überwachung zuständig. Grundlage unserer Geschäftstätigkeit sowie aller Partnerschaften entlang der Lieferkette bilden klare Kernprinzipien, Richtlinien und Strategien. Sie verfolgen das Ziel, potenzielle und tatsächliche negative Auswirkungen auf Menschenrechte, Umwelt und Unternehmensintegrität frühzeitig zu erkennen, zu verhindern und zu mindern:

## 3. Regelmäßige Risikobewertung

Um ein umfassendes Verständnis potenzieller Risiken zu gewinnen, führen wir regelmäßig eine Risikoanalyse durch. Dabei berücksichtigen wir sektor-, länder-, material- und produktspezifische Faktoren sowie Risiken, die mit unserem

practices. We also assess where in the supply chain these risks may occur and which groups of people may be particularly affected. We have identified the following as particularly vulnerable groups: women, children, ethnic, religious and caste-based minorities, international and domestic migrant workers, Indigenous peoples, home-based workers, and members of local communities. Their perspectives are taken into account when designing our due diligence processes and are reflected in both our risk prioritization and the development of appropriate measures. Based on severity and likelihood of occurrence, we have identified the following as the most significant risks: discrimination, excessive overtime, freedom of association and collective bargaining, wages, corruption and bribery.

#### 4. Communication of our requirements & monitoring

Our social and environmental minimum requirements are communicated through our Code of Conduct documents, which form an integral part of this declaration. Our *Code of Conduct for Employees* ([Annex I](#)) sets out our commitments and expectations towards our own staff. In addition, we expect all partners along our supply chain to comply with the standards outlined in our *Supply Chain Code of Conduct* ([Annex II](#)). Our subsidiaries implement the Code of Conduct independently and in line with the requirements of their respective business models – while remaining aligned with BRANDS' core values.

To ensure that all factories involved in the production of BRANDS Fashion goods commit to our standards, any form of subcontracting – i.e. CMT (Cut-Make-Trim) or sewing work – must be formally approved in writing before production begins. Our requirements regarding subcontracting are communicated transparently through the *Supply Chain Code of Conduct* ([Annex II](#)). We rely on collaborative partnerships and encourage our suppliers to establish long-term relationships with dedicated subcontractors wherever possible – with the shared goal of building stable and responsible supply chains.

Geschäftsmodell und unseren Einkaufspraktiken verbunden sind. Zudem bewerten wir, an welcher Stelle der Lieferkette diese Risiken auftreten und welche Personengruppen besonders betroffen sein könnten. Folgende Gruppen haben wir dabei als besonders schutzbedürftig identifiziert: Frauen, Kinder, ethnische, religiöse und kastengebundene Minderheiten, internationale und inländische Wanderarbeiter, indigene Völker, Heimarbeiter und Mitglieder lokaler Gemeinschaften. Bei der Ausgestaltung unserer Sorgfaltspflichtenprozesse beziehen wir die Sichtweisen und Bedürfnisse dieser besonders schutzbedürftigen Gruppen mit ein. Sie fließen in unsere Risikopriorisierung sowie in die Entwicklung geeigneter Maßnahmen ein. Nach Betrachtung von Schweregrad und Eintrittswahrscheinlichkeit konnten wir Gesundheit und Sicherheit, exzessive Überstunden, Vereinigungsfreiheit und Tarifverhandlungen, Löhne und Treibhausgasemissionen als schwerwiegendste Risiken identifizieren.

#### 4. Kommunikation unserer Anforderungen & Überwachung

Unsere sozialen und ökologischen Mindestanforderungen kommunizieren wir über unsere Code-of-Conduct-Dokumente, die einen integralen Bestandteil dieser Grundsatzerklärung bilden. Im *Verhaltenskodex für Mitarbeitende* ([Annex I](#)) sind unsere Erwartungen und Verpflichtungen gegenüber unseren eigenen Beschäftigten definiert. Darüber hinaus erwarten wir von allen Partnern entlang unserer Lieferketten die Einhaltung der im *Code of Conduct für die Lieferkette* ([Annex II](#)) festgelegten Standards. Unsere Tochtergesellschaften setzen den Code of Conduct eigenverantwortlich und entsprechend den Anforderungen ihrer jeweiligen Geschäftsmodelle um – im Einklang mit den grundlegenden Werten von BRANDS.

Um sicherzustellen, dass sich alle an der Herstellung von BRANDS Fashion Waren beteiligten Fabriken unseren Standards verpflichten, muss jede Art der Unterauftragsvergabe, d. h. eine Übertragung von CMT- (Cut-Make-Trim) oder Näharbeiten vor Produktionsbeginn schriftlich genehmigt werden. Unsere Anforderungen an Subunternehmen kommunizieren wir transparent im *Code of Conduct für die Lieferkette* ([Annex II](#)). Wir setzen auf partnerschaftliche Zusammenarbeit und ermutigen unsere Lieferanten, nach Möglichkeit langfristige Beziehungen zu festen Vorlieferanten aufzubauen – mit dem gemeinsamen Ziel stabiler und verantwortungsvoller Lieferketten.

Furthermore, BRANDS Fashion signed the *International Accord* and thereby committed to support its business partners in Bangladesh and Pakistan to work towards a safe and healthy Textile and Garment Industry. We require our suppliers with production facilities located in countries covered by the *International Accord* to fully participate in the work of the respective country program.

Compliance with our requirements is regularly monitored at all Tier-1 suppliers – through independent audits, local compliance partners, or our own employees during factory visits. Based on the results, we support necessary corrective actions and closely follow their implementation.

## 5. Implementing continuous improvements

The risk-based implementation of appropriate measures is a central element of our due diligence processes and is continuously further developed. An open and trust-based dialogue with stakeholders is essential to ensure the effectiveness of these measures. Through various memberships and initiatives – such as the *Partnership for Sustainable Textiles*, the *International Accord*, *amfori BSCI & BEPI*, and *SEDEX* – we actively incorporate the interests of external stakeholders and integrate them into our processes.

BRANDS pursues an approach based on shared responsibility in HREDD and acknowledges that all actors along the supply chain share responsibility for potential negative impacts. At the same time, we are aware of the gap between international standards and the actual conditions in the production countries of the apparel and footwear industry. Our goal is to effectively and appropriately address potential and actual negative impacts within our supply chains. The development of prevention and remediation measures is guided by the severity of the potential impacts and the needs of affected people. Our focus lies in promoting preventive approaches to achieve long-term improvements rather than terminating partnerships prematurely. In addition, we support training and capacity-building measures that enable sustainable development based on identified needs. However, if our efforts remain unsuccessful over time — for example, due to a lack of willingness to cooperate on the part of a partner — we reserve

Darüber hinaus hat BRANDS Fashion den *International Accord* unterzeichnet und sich damit verpflichtet, seine Geschäftspartner in Bangladesch und Pakistan hinsichtlich ihrer Umsetzung einer sicheren und gesunden Textil- und Bekleidungsindustrie zu fördern. Wir erwarten von unseren Lieferanten mit Produktionsstätten in den teilnehmenden Ländern des *International Accord*, dass sie sich vollumfänglich an der Arbeit des jeweiligen Länderprogramms beteiligen.

Die Einhaltung unserer Anforderungen wird regelmäßig bei allen Tier-1-Lieferanten überprüft – durch unabhängige Audits, lokale Compliance-Partner oder eigene Mitarbeitende im Rahmen von Fabrikbesuchen. Auf Basis der Ergebnisse begleiten wir notwendige Korrekturmaßnahmen und verfolgen deren Umsetzung.

## 5. Umsetzung von Verbesserungsmaßnahmen

Die risikobasierte Umsetzung geeigneter Maßnahmen ist ein zentraler Bestandteil unserer Sorgfaltspflichtenprozesse und wird kontinuierlich weiterentwickelt. Ein offener, vertrauensvoller Dialog mit Stakeholdern ist dabei entscheidend für die Gestaltung wirksamer Maßnahmen. Im Rahmen verschiedener Mitgliedschaften und Initiativen – wie dem *Bündnis für nachhaltige Textilien*, dem *International Accord*, *amfori BSCI & BEPI* sowie *SEDEX* – beziehen wir die Interessen externer Stakeholder aktiv ein und integrieren sie in unsere Prozesse.

BRANDS verfolgt im Bereich HREDD einen Ansatz der geteilten Verantwortung und erkennt an, dass alle Akteure entlang der Lieferkette Mitverantwortung für mögliche negative Auswirkungen tragen. Gleichzeitig sind wir uns der Diskrepanz zwischen internationalen Standards und den tatsächlichen Bedingungen in den Produktionsländern der Bekleidungs- und Schuhindustrie bewusst. Unser Ziel ist es, potenzielle und tatsächliche negative Auswirkungen entlang unserer Lieferketten wirksam und angemessen zu adressieren. Die Entwicklung von Präventions- und Abhilfemaßnahmen orientiert sich dabei an der Schwere möglicher Auswirkungen und an den Bedürfnissen der betroffenen Menschen. Im Fokus steht für uns die Förderung präventiver Ansätze zur Erreichung langfristiger Verbesserungen – nicht die vorschnelle Beendigung von Partnerschaften. Ergänzend setzen wir auf Schulungen und Maßnahmen zum Kapazitätsaufbau, um auf Basis konkreter Bedarfe nachhaltige

the right to end a business relationship as a last resort, in line with our Responsible Exit Strategy.

### 5.1. Responsible purchasing

Our purchasing practices are aligned with the Common Framework for Responsible Purchasing Practices (CFRPP) and are embedded in our Responsible Purchasing Policy. HREDD is an integral part of our sourcing strategy. Before entering into any business relationship, new suppliers undergo a systematic assessment of their standards. In the spirit of shared responsibility, we have developed Annex II as a mutual Code of Conduct – outlining not only our expectations of our partners, but also what they can expect from us. Regular dialogue with producers on the ground helps us better understand challenges and continuously reflect on our purchasing practices. Especially in times of growing uncertainty, when external factors may impact supply chains, reliable partnerships are more important than ever. We rely on long-term relationships as the foundation of stable supply chains and remain committed to our due diligence obligations and responsible purchasing practices – even under challenging conditions.

### 5.2. Working toward living wages

According to the amfori BSCI Code of Conduct we ask our business partners to “comply, as a minimum, with wages mandated by governments’ minimum wage legislation, or industry standards approved based on collective bargaining, whichever is higher.”<sup>1</sup> Further, we and our suppliers commit to “work progressively towards the payment of a living wage that is sufficient to afford a decent standard of living for the workers and their families.”<sup>1</sup>

<sup>1</sup> amfori BSCI Code of Conduct v.2021

We recognize that wages are a complex issue. Our strategy for living wages outlines key challenges, objectives, experiences, and concrete measures to promote fair remuneration. It takes into account both the development of our internal processes and the conditions within our supply chains. Our strategy is reviewed regularly and further developed based on new insights.

Entwicklungen zu ermöglichen. Sollten unsere Bemühungen jedoch dauerhaft erfolglos bleiben – etwa aufgrund fehlender Kooperationsbereitschaft eines Partners – beenden wir eine Geschäftsbeziehung als letztes Mittel und im Einklang mit unserer Responsible Exit Strategie.

### 5.1. Verantwortungsvolle Beschaffung

Unsere Einkaufspraxis orientiert sich am Common Framework for Responsible Purchasing Practices (CFRPP) und ist in unserer Responsible Purchasing Policy verankert. HREDD ist fester Bestandteil unserer Beschaffungsstrategie. Neue Lieferanten durchlaufen vor Beginn einer Zusammenarbeit eine systematische Prüfung ihrer Standards. Im Sinne geteilter Verantwortung haben wir Annex II als beidseitigen Verhaltenskodex entwickelt – er beschreibt nicht nur unsere Anforderungen, sondern auch, was unsere Partner von uns erwarten können. Der regelmäßige Austausch mit Produzenten vor Ort hilft uns, Herausforderungen besser zu verstehen und unsere Einkaufspraktiken kontinuierlich zu reflektieren. Gerade in Zeiten zunehmender Unsicherheiten, in denen externe Faktoren Lieferketten beeinflussen können, sind verlässliche Partnerschaften besonders wichtig. Wir setzen auf langfristige Beziehungen als Fundament stabiler Lieferketten und halten auch unter herausfordernden Bedingungen an unserer Sorgfaltspflicht und verantwortungsvollen Einkaufspraktiken fest.

### 5.2. Für existenzsichernde Löhne

Gemäß dem amfori BSCI-Verhaltenskodex fordern wir unsere Geschäftspartner auf, „mindestens die Löhne einzuhalten, die durch die staatliche Mindestlohngesetzgebung vorgeschrieben sind, oder die auf der Grundlage von Tarifverhandlungen genehmigten Industriestandards, je nachdem, welcher Wert höher ist.“<sup>1</sup> Darüber hinaus verpflichten wir und unsere Lieferanten und dazu, „schrittweise auf die Zahlung eines existenzsichernden Lohns hinzuarbeiten, der ausreicht, um den Arbeitern und ihren Familien einen angemessenen Lebensstandard zu ermöglichen.“<sup>1</sup>

Wir sind uns bewusst, dass Löhne ein vielschichtiges Thema sind. Unsere Strategie für existenzsichernde Löhne beschreibt zentrale Herausforderungen, Ziele, Erfahrungen und konkrete Maßnahmen zur Förderung fairer Entlohnung. Sie berücksichtigt sowohl die Weiterentwicklung interner Prozesse als auch die Bedingungen in unseren Lieferketten. Unsere Strategie wird regelmäßig überprüft und auf Basis neuer Erkenntnisse weiterentwickelt.

### 5.3. Environmental protection

Environmental management is firmly embedded in our corporate policy. Our goal is to develop and manufacture products that place as little burden on the environment as possible. Therefore, we are committed to continuously increasing the use of sustainable and innovative materials in order to minimize negative environmental impacts such as climate change, pollution of air, water and soil, depletion of water and marine resources as well as biodiversity loss. We pursue this goal together with our business customers. We aim to raise awareness of environmental issues, invite them to actively contribute, and work in partnership to find solutions. In doing so, we are guided by the EU Strategy for Sustainable Textiles and the UN Fashion Charter for Climate Action. We are involved in initiatives and standards that promote the use of biological and recycled materials in line with the principles of a circular economy. At the same time, we are continuously working to reduce our environmental impact – particularly in the areas of CO<sub>2</sub> emissions, energy consumption, wastewater, and waste. By 2045, we aim to fully reduce our Scope 1 and Scope 2 emissions and lower Scope 3 emissions by 70% compared to the base year 2016. In addition, we are committed to meeting the objectives of the DETOX campaign and the ZDHC program. Our Environmental Policy provides the guiding principles for all environmental matters related to our business operations.

### 5.4. Diversity, Inclusion & Equality

Diversity, equal opportunity, and inclusion are essential to how we work together and form a fundamental basis for sustainable business and employment practices. We are committed to creating a dignified, safe, and discrimination-free working environment – especially for women and vulnerable groups who face increased risks due to gender-related, ethnic, social, or physical characteristics. Our goal is to promote equal opportunities, remove barriers, and foster an inclusive workplace where everyone feels welcome, respected, and valued – regardless of their background, abilities, or experiences. We view diversity as a strength that drives our capacity for innovation. We therefore promote a culture that enables equal participation and supports the development of individual potential. We also encourage our business partners to share these values and actively contribute to promoting equality, diversity, and inclusion.

### 5.3. Umweltschutz

Umweltorientiertes Management ist fest in unserer Unternehmenspolitik verankert. Unser Ziel ist es, Produkte zu entwickeln und herzustellen, die die Umwelt möglichst wenig belasten. Daher verpflichten wir uns, den Anteil nachhaltiger und innovativer Materialien kontinuierlich zu erhöhen, um negative Umweltauswirkungen wie Klimawandel, Luft-, Wasser- und Bodenverschmutzung, die Übernutzung von Wasser- und Meeresressourcen sowie den Verlust biologischer Vielfalt zu minimieren. Dieses Ziel verfolgen wir gemeinsam mit unseren Geschäftskunden. Wir möchten sie für Umweltfragen sensibilisieren, zum Mitgestalten einladen und partnerschaftlich an Lösungen arbeiten. Dabei orientieren wir uns an der EU-Strategie für nachhaltige Textilien und der UN Fashion Charter for Climate Action. Wir engagieren uns in Initiativen und Standards zur Förderung biologischer und recycelter Materialien im Sinne einer Kreislaufwirtschaft. Gleichzeitig reduzieren wir kontinuierlich unsere ökologischen Auswirkungen – insbesondere CO<sub>2</sub>-Emissionen, Energieverbrauch, Abwasser und Abfall. Bis 2045 wollen wir unsere Scope-1- und Scope-2-Emissionen vollständig, sowie Scope-3-Emissionen um 70 % gegenüber dem Basisjahr 2016 senken. Zudem verpflichten wir uns zur Einhaltung der DETOX- und ZDHC-Ziele. Unsere Umweltleitlinie (Environmental Policy) bildet den Rahmen für unser Handeln in allen umweltrelevanten Bereichen unserer Geschäftstätigkeit.

### 5.4. Vielfalt, Inklusion & Gleichberechtigung

Vielfalt, Chancengleichheit und Inklusion sind essenziell für unser Miteinander und eine grundlegende Voraussetzung für nachhaltiges Wirtschaften und Arbeiten. Wir setzen uns für eine würdevolle, sichere und diskriminierungsfreie Arbeitswelt ein – insbesondere für Frauen und vulnerable Gruppen, die einem erhöhten Risiko durch geschlechtsbezogene, ethnische, soziale oder körperliche Merkmale ausgesetzt sind. Unser Ziel ist es, Chancengleichheit zu fördern, Barrieren abzubauen und ein inklusives Arbeitsumfeld zu schaffen, in dem sich alle willkommen, respektiert und wertgeschätzt fühlen – unabhängig von Hintergrund, Fähigkeiten oder Erfahrungen. Vielfalt stärkt unsere Innovationskraft. Daher fördern wir eine Kultur, die gleichberechtigte Teilhabe ermöglicht und individuelle Potenziale entfaltet. Wir ermutigen unsere Geschäftspartner diese Werte zu teilen und aktiv zur Förderung von Gleichberechtigung, Vielfalt und Inklusion beizutragen.

## 6. Effective grievance mechanisms and remediation

Our expectations for internal grievance mechanisms of our production partners are outlined in our *Supply Chain Code of Conduct (Annex II)*. Furthermore, BRANDS commits to establishing a grievance mechanism that is equally accessible to all parties affected by the company's operations. This mechanism serves as an additional safety net in cases where local systems fail to provide adequate remediation. Our grievance mechanism enables all affected parties to voice concerns about social, environmental, or other grievances anonymously and without fear of retaliation. Grievances can be submitted through various channels, including our partnerships (e.g., [amfori Speak for Change](#), [ACCORD](#)) or directly via our [website](#). Regardless of the channel through which a grievance is submitted, we commit to protecting complainants from retaliation to the best of our ability. We expect the same from our business partners, for example, by ensuring anonymity when required and requested.

BRANDS commits to thoroughly investigating all reports and grievances regarding negative impacts on human rights, the environment, and integrity. In the case of legitimate grievances where BRANDS has directly or indirectly caused or contributed to such impacts, we pledge, in accordance with our [Remediation Policy](#), to provide or contribute to appropriate remediation and compensation.

## 7. Reporting & Transparency

Transparency is a core principle of our sustainability strategy and a key element of our corporate due diligence. Therefore, we require our business partners to disclose all processing steps involved in the production of BRANDS' products upon request. In addition, we rely on our own transparency tool, TRACYCLE, as well as partnerships e.g. with the German Partnership for Sustainable Textiles to ensure a transparent and traceable supply chain.

BRANDS is committed to reviewing our compliance with the principles set out in this declaration on a regular basis and revising them if necessary. Further, we regularly receive feedback on our due diligence practices via our supply chain partners,

## 6. Wirksame Beschwerdemechanismen und Abhilfemaßnahmen

Unsere Erwartungen an interne Beschwerdemechanismen bei unseren Produktionspartnern sind in unserem *Verhaltenskodex für die Lieferkette (Annex II)* festgelegt. Darüber hinaus verpflichtet BRANDS sich, einen Beschwerdemechanismus einzurichten, der für alle von der Unternehmenstätigkeit betroffenen Parteien gleichermaßen zugänglich ist. Dieser dient als zusätzliches Sicherheitsnetz, falls lokale Systeme keine angemessene Abhilfe leisten können. Unser Beschwerdemechanismus ermöglicht es allen Betroffenen, sich anonym und ohne Angst vor Vergeltungsmaßnahmen über soziale, ökologische oder andere Missstände zu äußern. Beschwerden können über verschiedene Kanäle eingereicht werden, darunter unsere Partnerschaften (z. B. [amfori Speak for Change](#), [ACCORD](#)) oder direkt über unsere [Website](#). Unabhängig davon, über welchen Kanal eine Beschwerde eingereicht wurde, verpflichten wir uns, Beschwerdeführende im Rahmen unserer Möglichkeiten vor Vergeltungsmaßnahmen zu schützen, und wir erwarten das Gleiche von unseren Geschäftspartnern, z. B. durch die Wahrung der Anonymität, wenn dies erforderlich ist und verlangt wird.

BRANDS verpflichtet sich alle Hinweise und Beschwerden zu negativen Auswirkungen auf Menschenrechte, Umwelt und Integrität angemessen zu untersuchen. Bei legitimen Beschwerden, die BRANDS (un-)mittelbar verursacht oder dazu beigetragen hat, verpflichten wir uns entsprechend unserer [Remediation Policy](#), angemessene Abhilfe und Wiedergutmachung zu leisten oder daran mitzuwirken.

## 7. Berichterstattung & Transparenz

Transparenz ist ein zentraler Grundsatz unserer Nachhaltigkeitsstrategie und ein wesentlicher Bestandteil unserer Sorgfaltspflichten. Daher verpflichten wir unsere Geschäftspartner dazu, auf Anfrage alle Verarbeitungsschritte in der Herstellung von BRANDS Produkten offenzulegen. Zudem setzen wir auf unser eigenes Transparency-Tool TRACYCLE sowie auf Partnerschaften z.B. mit dem Textilbündnis, um unsere Lieferkette nachvollziehbar und transparent zu gestalten.

BRANDS verpflichtet sich, die Einhaltung der dargestellten Grundsätze dieser Erklärung regelmäßig zu überprüfen und bei Bedarf zu überarbeiten. Darüber hinaus erhalten wir über unsere Lieferkettenpartner, Multi-Stakeholder-Partnerschaften

multi stakeholder partnerships and certifications (e.g. annual Green Button audit) and adapt our principles accordingly. All our efforts are published yearly in our sustainability report.

**Annex:**

- Annex I: Employee Code of Conduct
- Annex II: Supply Chain Code of Conduct

**Additional policies:**

- 03: Responsible Purchasing Policy
- 04: Remediation Policy
- 05: Environmental Policy

**International frameworks:**

- International Bill of Human Rights of the UN
- UN Convention on the Rights of the Child
- Convention on the Elimination of All Forms of Discrimination Against Women
- Core Labour Standards of the International Labour Organization (ILO).
- ILO Declaration of Principles Concerning Multinational Enterprises and Social Policy
- UN Guiding Principles on Business and Human Rights (UNGPs)
- OECD Guidelines for Multinational Enterprises
- OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector

*Both the declaration of principles, the annexes and our policies are reviewed, updated, supplemented and published every two years. All stakeholders have constant access to the current version. Details on the creation process of these documents are set out in the process description. The underlined policies are provided to relevant stakeholders on request.*

und Zertifizierungen (z. B. jährliches Grüner-Knopf-Audit) regelmäßig Rückmeldungen zu unseren Sorgfaltspflichten und passen unsere Grundsätze entsprechend an. Alle unsere Bemühungen werden jedes Jahr in unserem Nachhaltigkeitsbericht veröffentlicht.

**Annex:**

- Annex I: Verhaltenskodex für Mitarbeitende
- Annex II: Supply Chain Code of Conduct

**Weitere Richtlinien:**

- 03: Responsible Purchasing Policy
- 04: Remediation Policy
- 05: Environmental Policy

**Internationale Übereinkommen:**

- Internationale Menschenrechtscharta der VN
- VN-Kinderrechtskonvention
- Übereinkommen zur Beseitigung jeder Form von Diskriminierung der Frau
- ILO Kernarbeitsnormen
- Grundsatzerklärung über multinationale Unternehmen und Sozialpolitik der ILO
- Leitprinzipien für Wirtschaft und Menschenrechte der VN (UNGPs)
- Leitsätzen der OECD für multinationale Unternehmen
- OECD-Leitlinie zur Erfüllung der Sorgfaltspflicht für verantwortungsvolle Lieferketten in der Bekleidungs- und Schuhwarenindustrie

*Sowohl die Grundsatzerklärung und ihre Anhänge als auch unsere Richtlinien werden alle zwei Jahre überprüft, aktualisiert, ergänzt und veröffentlicht. Alle Beteiligten haben jederzeit Zugang zur aktuellen Version. Einzelheiten zum Erstellungsprozess dieser Dokumente sind in der Prozessbeschreibung aufgeführt. Die unterstrichenen Richtlinien werden auf Anfrage relevanten Stakeholdern zur Verfügung gestellt.*

16.05.2025



Signature of the person responsible / date

Mathias Diestelmann,

Managing Director of BRANDS Fashion



**Annex I: Employee Code of Conduct**

**Annex I: Verhaltenskodex für Mitarbeitende**

## 1. Scope of Application

This Code of Conduct applies to all employees of BRANDS Fashion GmbH and its associated companies (BRANDS Logistics GmbH, BRANDS Fashion US Inc. and Clothing Network GmbH) and is part of the Declaration of Principles. It applies equally to full-time and part-time employees, temporary workers, migrant workers, home-based workers and young employees (trainees).

## 2. Compliance with Laws

This Code of Conduct is based on various international standards and conventions, such as those of the International Labour Organisation (ILO), the International Bill of Human Rights, the UN Conventions on the Rights of the Child and on the Elimination of All Forms of Discrimination, and the UN Guiding Principles on Business and Human Rights. These standards are considered minimum requirements. National laws and standards must also be respected. The stricter of the two applies.

## 3. Individual Responsibility

All employees are personally responsible for compliance with the law within their area of responsibility. Through their appearance, behaviour and actions, they contribute significantly to the reputation of BRANDS. Managers fulfil a special role model function, acting as the first point of contact for questions regarding the understanding and regulations of this Code of Conduct. They are responsible for ensuring that all employees know and understand it. By adhering to our values, we support cooperation based on trust. To this end, managers implement appropriate preventive measures within their respective areas of responsibility to ensure compliance with the rules.

## 4. Cooperation

Diversity, equal opportunities, and inclusion are essential to our collaboration. We create a work environment where everyone feels welcome, respected, and valued—regardless of background, abilities, or experience. Diversity strengthens our innovation, which is why we foster an inclusive culture that offers equal opportunities and unlocks potential. Together, we shape a motivating and respectful workplace.

## 5. Social Standards

BRANDS Fashion is a member of the amfori BSCI initiative, which campaigns for better working conditions in global supply chains. As an active

## 1. Geltungsbereich

Dieser Code of Conduct richtet sich an alle Mitarbeitenden von BRANDS Fashion GmbH und dazugehörigen Firmen (BRANDS Logistics GmbH, BRANDS Fashion US Inc. und Clothing Network GmbH) und ist Teil der Grundsatzerklärung. Sie gilt gleichermaßen für dauerhafte Arbeitnehmende in Voll- und Teilzeit, Zeitarbeitende, Migrantenarbeitende, Heimarbeitende sowie junge Arbeitnehmende (Auszubildende).

## 2. Einhaltung von Gesetzen

Basis für diesen Verhaltenskodex bilden verschiedene internationale Standards, wie die Konventionen der Internationalen Arbeitsorganisation (ILO), die internationale Menschenrechtscharta, die UN-Konventionen über die Rechte des Kindes und zur Beseitigung jeder Form der Diskriminierung sowie die Leitprinzipien für Wirtschaft und Menschenrechte der UN. Diese Anforderungen gelten als Mindestanforderungen. Ebenso einzuhalten sind nationale Gesetzgebungen und Standards. Es gilt jeweils die strengere Regelung.

## 3. Individuelle Verantwortung

Alle Mitarbeitenden sind persönlich für die Einhaltung von Recht und Gesetz in ihrem Zuständigkeitsbereich verantwortlich. Durch ihr Auftreten, Verhalten und Handeln tragen sie wesentlich zum Ansehen von BRANDS bei. Führungskräfte haben eine besondere Vorbildfunktion inne. Sie sind erste Anlaufstelle bei Fragen zu Verständnis und Regelungen dieses Verhaltenskodex und tragen Verantwortung dafür, dass alle Mitarbeitenden diesen kennen und verstehen. Durch die Einhaltung unserer Werte unterstützen wir eine vertrauensvolle Zusammenarbeit. Um Regelverstöße zu verhindern, ergreifen Führungskräfte geeignete Präventionsmaßnahmen in ihrem Verantwortungsbereich.

## 4. Miteinander

Vielfalt, Chancengleichheit und Inklusion sind essenziell für unser Miteinander. Alle Mitarbeitenden setzen sich dafür ein, ein Arbeitsumfeld zu schaffen, in dem sich alle willkommen, respektiert und wertgeschätzt fühlen - unabhängig von Hintergrund, Fähigkeiten oder Erfahrungen. Gemeinsam gestalten wir ein motivierendes und respektvolles Miteinander.

## 5. Sozialstandards

BRANDS Fashion ist Mitglied der amfori BSCI Initiative, die sich für Arbeitsbedingungen in globalen Lieferketten einsetzt. Als aktives Mitglied

member, we are committed to the amfori BSCI Code of Conduct, which is based on the following ILO Core Labour Standards. We are also committed to the GOTS social standards as part of our GOTS certification.

### **5.1. No Forced Labour**

All forms of forced, slave, or involuntary labour are strictly prohibited. This includes debt bondage, human trafficking, servitude, and any form of exploitation or coercion that leads to involuntary employment. No collateral such as money or personal documents may be retained. Employment must be based on the worker's free will, and employees have the right to terminate their employment in accordance with contractual agreements (ILO Conventions 29 and 105).

### **5.2. No Discrimination, Harassment or Violence**

All employees must be treated with dignity and respect. Discrimination—based on sexuality, origin, ethnicity, gender, gender identity, religion, age, disability, social background, political opinion, or family responsibilities—is prohibited at all times, including during recruitment, employment, compensation, training, or promotion. Membership in a workers' organization or expressing a political opinion must not result in discrimination or any form of disadvantage (ILO Conventions 100 and 111). Physical abuse, threats, unusual punishments, disciplinary measures, sexual or other forms of harassment, and intimidation are strictly prohibited. A zero-tolerance policy applies. All allegations of discrimination, violence, or harassment, including sexual harassment, will be investigated without delay (ILO Convention 190). Sanctions and disciplinary measures may only be applied in accordance with national and international human rights standards.

### **5.3. No Exploitation of Child Labour**

Child labour and any exploitation of children and young people, regardless of gender, are not tolerated. The minimum age of access to gainful employment shall not be less than the age at which compulsory education ends and shall in no case be less than 15 years, unless the exceptions recognized by ILO apply (ILO Convention 138). There shall be no form of slavery or practices similar to slavery, such as the sale and trafficking of

verpflichten wir uns gegenüber dem amfori BSCI Code of Conduct, welcher sich an den folgenden Kernarbeitsnormen der ILO orientiert. Weiterhin verpflichten wir uns im Rahmen unserer GOTS Zertifizierung zu den GOTS Sozialstandards.

### **5.1. Freie Wahl des Arbeitsplatzes**

Jegliche Form von Zwangs-, Sklaven- oder unfreiwilliger Arbeit ist verboten. Dies umfasst unter anderem Schuldknechtschaft, Menschenhandel, Leibeigenschaft sowie jede Form von Ausbeutung oder Einschüchterung, die zu unfreiwilliger Arbeitsaufnahme führt. Es dürfen keine Sicherheiten (z. B. Geld, Ausweisdokumente) einbehalten werden. Jede Beschäftigung muss auf freiwilliger Basis erfolgen, und Beschäftigte haben das Recht, das Arbeitsverhältnis unter Einhaltung vertraglicher Regelungen zu beenden (ILO 29 and 105).

### **5.2. Keine Diskriminierung, Belästigung und Gewalt**

Alle Beschäftigten sind mit Würde und Respekt zu behandeln. Diskriminierung (aufgrund der Sexualität, Herkunft, ethischer Zugehörigkeit, Geschlecht, Geschlechtsidentität, Religion, Alter, Behinderung, sozialer Herkunft, politischer Meinung oder familiärer Verpflichtungen u.a.) darf zu keiner Zeit (z.B. bei Einstellung, Behandlung, Bezahlung, Fortbildung, Beförderung u.a.) ausgeübt werden. Auch die Mitgliedschaft in einer Arbeitnehmerorganisation oder die politische Meinung dürfen keine Diskriminierung oder andere Benachteiligung zur Folge haben (ILO-Übereinkommen 100 und 111). Körperliche Misshandlung, Androhungen körperlicher Misshandlung, unübliche Strafen oder Disziplinarmaßnahmen, sexuelle und andere Belästigungen sowie Einschüchterungen sind streng verboten. Es gilt eine Nulltoleranz-Politik. Alle Anschuldigungen bezüglich Diskriminierung, Gewalt und Belästigung, einschließlich sexueller Belästigung werden unverzüglich untersucht (ILO-Übereinkommen 190). Sanktionen und sonstige Strafen dürfen nur im Einklang mit geltenden, nationalen und internationalen Normen der international anerkannten Menschenrechte erfolgen.

### **5.3. Keine Kinderarbeit**

Kinderarbeit sowie jegliche Ausbeutung von Kindern und Jugendlichen, unabhängig vom Geschlecht, werden nicht toleriert. Das Mindestzugangsalter für Erwerbsbeschäftigung darf nicht unter dem Alter, in dem die Schulpflicht endet, und auf keinen Fall unter 15 Jahren liegen. Die von der ILO anerkannten Ausnahmen werden anerkannt (ILO-Übereinkommen 138). Es darf keine Art der Sklaverei sowie sklavereiähnliche Praktiken wie

children, debt bondage and servitude, or forced or compulsory labour, including the forced or compulsory recruitment of children for use in armed conflict. The recruitment, procuring or offering of a child for prostitution, the production of pornography or pornographic performances and illicit activities, in particular the production and trafficking of drugs, are prohibited. In particular, children and young workers (15-18 years) must not be exposed to situations that are dangerous, unsafe, or harmful to their health or morals (ILO Convention 182).

#### **5.4. Freedom of Association and Collective Bargaining**

The right of all workers to form and join trade unions and to bargain collectively, including the right to strike, are recognised (ILO Conventions 87 and 98). In cases where freedom of association and the right to collective bargaining are restricted by law, parallel pathways for independent and free association and bargaining are encouraged. Workers must not be discriminated against and must have access to all workplaces when carrying out their representative functions (ILO Convention 135 and Recommendation 143).

#### **5.5. Payment of a Living Wage**

Wages for a regular workweek must meet or exceed the legal minimum wage or prevailing industry standards and be sufficient to cover the basic living needs of workers and their families, including a portion of discretionary income (ILO Conventions 26 and 131). Wage deductions as disciplinary measures or in violation of national law are strictly prohibited, as are deductions that reduce wages below the legal minimum. Payment must be made regularly, clearly communicated, and without delay. Withholding wages until the end of employment is not permitted.

#### **5.6. Reasonable Hours of Work**

Working hours shall comply with applicable law, industrial standards, or relevant ILO conventions, whichever is stricter. The maximum permissible weekly working time according to national legislation shall apply, but this shall not exceed 48 hours and, including overtime, shall not exceed 60 hours per week. Workers shall have the right to have rest breaks on every working day. Employees are

den Kinderverkauf und Kinderhandel, Schuldknechtschaft und Leibeigenschaft sowie Zwangs- oder Pflichtarbeit, einschließlich der Zwangs- und Pflichtrekrutierung von Kindern für den Einsatz in bewaffneten Konflikten geben. Das Heranziehen, Vermitteln oder Anbieten eines Kindes zur Prostitution, zur Herstellung von Pornographie oder zu pornographischen Darbietungen sowie zu unerlaubten Tätigkeiten, insbesondere zur Gewinnung und zum Handel mit Drogen ist verboten. Insbesondere dürfen Kinder und Jugendliche (15-18 Jahre) keinen unsittlichen, gefährlichen, unsicheren oder gesundheitsschädigenden Situationen ausgesetzt werden (ILO-Übereinkommen 182).

#### **5.4. Vereinigungsfreiheit und Recht auf Kollektivverhandlungen**

Das Recht aller Beschäftigten, Gewerkschaften zu gründen und ihnen beizutreten und kollektivvertragliche Verhandlungen zu führen sowie das Streikrecht werden anerkannt (ILO-Übereinkommen 87 und 98). In Fällen, in denen die Vereinigungsfreiheit und das Recht auf Kollektivverhandlungen gesetzlich eingeschränkt sind, werden parallele Wege für unabhängige und freie Vereinigungen und Verhandlungen gefördert. Die Beschäftigten dürfen nicht diskriminiert werden und müssen bei der Ausführung ihrer Vertretungsfunktionen Zugang zu allen Arbeitsplätzen erhalten (ILO-Übereinkommen 135 und Empfehlung 143).

#### **5.5. Angemessene Entlohnung**

Die Vergütung für eine reguläre Arbeitswoche muss mindestens dem gesetzlichen Mindestlohn oder dem geltenden Industriestandard entsprechen und ausreichen, um die grundlegenden Lebenshaltungskosten der Beschäftigten und ihrer Familien zu decken sowie ein frei verfügbares Einkommen zu ermöglichen (ILO-Übereinkommen 26 und 131). Unzulässig sind Lohnkürzungen als Disziplinarmaßnahme oder solche, die gegen geltendes Recht verstoßen oder das Einkommen unter den Mindestlohn senken. Die Bezahlung muss regelmäßig, nachvollziehbar und ohne Verzögerung erfolgen. Eine Einbehaltung des Lohns bis zum Ende der Beschäftigung ist nicht erlaubt.

#### **5.6. Einhaltung von Arbeitszeiten**

Die Arbeitszeiten haben geltendem Recht, den industriellen Standards oder den relevanten ILO-Konventionen zu entsprechen, je nachdem welche Regelung strenger ist. Es gilt die maximal zulässige wöchentliche Arbeitszeit entsprechend der nationalen Gesetzgebung, diese darf jedoch nicht mehr als 48 Stunden und einschließlich Mehrarbeit nicht mehr als 60 Stunden wöchentlich

entitled to at least one day off after six consecutive working days. Overtime worked shall be paid in accordance with national standards. Overtime must be performed on a voluntary basis and shall not represent a significantly higher likelihood of occupational hazards (ILO Conventions 1 and 14).

### **5.7. Safe Working Conditions**

A safe and healthy working environment must be ensured. Occupational health and safety measures must reflect current, industry-specific knowledge of potential hazards and be aimed at preventing work-related accidents and health risks (ILO Convention 155). The employer must also ensure that all employees are regularly informed about and trained in applicable health and safety regulations and protective measures. The risk of accidents caused by excessive physical or mental fatigue must be minimized through appropriate work organization regarding working hours and rest periods. Workplace accidents must be documented, and access to appropriate medical care and first aid facilities must be guaranteed in emergencies. Emergency exits must be accessible and unobstructed at all times. Suitable personal protective equipment to prevent exposure to chemical, physical, or biological substances must be provided free of charge to all employees, including home-based workers, and its use must be ensured when necessary. Particularly vulnerable groups—such as young workers, pregnant or breastfeeding employees, and persons with disabilities—must be given special consideration through specific protective measures.

### **5.8. Legally Binding Employment Relationship**

All employment relationships, including internships, etc., must be legally binding and all labour and social law obligations towards employees must be complied with. Terms and conditions of employment must be documented in writing, including remuneration, wages and social benefits. At a minimum, all relevant personal data (name, date, and place of birth, and the home address of the employee) shall be recorded. Circumvention of applicable labour and social security standards is prohibited.

betragen. Den Beschäftigten steht nach sechs aufeinander folgenden Arbeitstagen mindestens ein freier Tag zu. Geleistete Mehrarbeit ist entsprechend den innerstaatlichen Normen zu vergüten. Mehrarbeit muss auf freiwilliger Basis geleistet werden und darf keine wesentlich höhere Wahrscheinlichkeit berufsbedingter Gefahren darstellen (ILO-Übereinkommen 1 und 14).

### **5.7. Sichere Arbeitsbedingungen**

Ein sicheres und gesundes Arbeitsumfeld ist zu gewährleisten, wobei der Arbeits- und Gesundheitsschutz dem aktuellen branchenspezifischen Kenntnisstand über etwaige spezifische Gefahren folgen und auf die Vermeidung arbeitsbedingter Unfälle und Gesundheitsrisiken ausgerichtet sein muss (ILO-Übereinkommen 155). Der Arbeitgeber gewährleistet zudem, dass alle Beschäftigten regelmäßig über geltende Gesundheitsschutz- und Sicherheitsnormen sowie Sicherheitsmaßnahmen informiert und geschult werden. Die Gefahr von Unfällen durch übermäßige körperliche und geistige Ermüdung muss durch eine geeignete Arbeitsorganisation in Bezug auf Arbeitszeiten und Ruhezeiten minimiert werden. Arbeitsunfälle sind zu dokumentieren, und im Notfall ist der Zugang zu angemessener medizinischer Versorgung sowie geeigneten Erste-Hilfe-Einrichtungen sicherzustellen. Fluchtwege müssen jederzeit frei zugänglich und nutzbar sein. Geeignete persönliche Schutzausrüstungen zur Vermeidung der Exposition gegenüber chemischen, physikalischen oder biologischen Stoffen sind den Arbeitnehmern (einschließlich Heimarbeitern) kostenlos bereitzustellen und ihre Nutzung bei Bedarf sicherzustellen. Besonders schutzbedürftige Personengruppen – etwa junge Beschäftigte, Schwangere, stillende Mütter oder Menschen mit Behinderungen – sind durch spezifische Schutzmaßnahmen besonders zu berücksichtigen.

### **5.8. Regelmäßige, vertraglich gesicherte Arbeitsverhältnisse**

Alle Beschäftigungsverhältnisse, einschließlich Praktika, etc. müssen rechtsverbindlich gestaltet sein und alle arbeits- und sozialrechtlichen Verpflichtungen gegenüber den Beschäftigten müssen eingehalten werden. Die Arbeitskonditionen aller Beschäftigten sind schriftlich zu dokumentieren. Dabei werden mindestens alle relevanten personenbezogenen Daten (Name, Geburtsdatum und -ort, sowie die Heimschrift des Beschäftigten) erfasst. Umgehungen geltender Arbeits- und Sozialversicherungsnormen sind verboten.

### 5.9. Gender Equality

Gender equality is pursued through equal, fair, and transparent procedures and practices in recruitment, promotion, and remuneration (ILO Convention 100). Regardless of gender, gender identity, or sexual orientation, all employees must be granted equal opportunities in training, professional development, and career advancement (ILO Convention 111). Pregnant employees, mothers, and their children must be protected, particularly with regard to health and safety. Dismissals or disadvantages based on pregnancy or maternity leave are not permitted. Employees must not be pressured or disadvantaged to prevent them from marrying or becoming pregnant (ILO Convention 183). Employees with family responsibilities must be protected from discrimination during hiring or dismissal processes (ILO Convention 156).

### 5.10. Respect the Rights of Local Communities and Indigenous Peoples

Activities or actions that may cause harmful changes to the soil, air pollution, harmful noise emissions, water pollution, and excessive water consumption must be avoided. If these actions negatively impact resources necessary for the preservation and production of food, access to clean drinking water, and sanitary facilities, or if they affect people's health, such actions are prohibited. The rights and livelihoods of local communities and indigenous peoples affected by our business activities must be respected. In the context of acquiring, developing, or otherwise using land, forests, and water bodies, the unlawful deprivation of these resources, which secure people's livelihoods, as well as any form of unlawful forced eviction, is prohibited.

### 5.11. Private or Public Security Forces

The hiring or deployment of private or public security forces for the protection of a project or its sites is prohibited if, due to a lack of instructions or control by the company, the security forces violate the prohibition of torture and cruel, inhuman, or degrading treatment, endanger life and physical integrity, or infringe on the freedom of association. When private or public security forces are used to

### 5.9. Geschlechtergerechtigkeit

Die Gleichstellung der Geschlechter wird durch gleiche, faire und transparente Verfahren und Praktiken bei Einstellung, Beförderung und Entlohnung angestrebt (ILO-Übereinkommen 100). Unabhängig von Geschlecht, Geschlechtsidentität oder sexueller Orientierung ist allen Beschäftigten Chancengleichheit in Ausbildung, beruflicher Entwicklung und Aufstieg zu gewährleisten (ILO-Übereinkommen 111). Schwangere, Mütter und ihre Kinder müssen, insbesondere im Hinblick auf ihre Gesundheit und Sicherheit, geschützt werden. Entlassungen oder Benachteiligungen aufgrund von Schwangerschaft oder Mutterschaftsurlaub sind unzulässig. Beschäftigte dürfen nicht unter Druck gesetzt oder benachteiligt werden, um Eheschließungen oder Schwangerschaften zu verhindern (ILO-Übereinkommen 183). Arbeitnehmende mit Familienpflichten sind vor Diskriminierung bei der Einstellung oder Entlassung zu schützen (ILO-Übereinkommen 156).

### 5.10. Anerkennung der Rechte indigener Völker und lokaler Gemeinschaften

Aktivitäten oder Handlungen, die schädliche Veränderungen des Bodens, Luftverschmutzung, schädliche Lärmemissionen, Gewässerverschmutzung und übermäßigen Wasserverbrauch verursachen können, sind zu vermeiden. Wenn sich diese Handlungen negativ auf die Ressourcen auswirken, die für die Erhaltung und Produktion von Lebensmitteln, den Zugang zu einwandfreiem Trinkwasser und zu sanitären Einrichtungen benötigt werden, oder die Gesundheit von Personen beeinträchtigen, sind solche Handlungen verboten. Die Rechte und Lebensgrundlagen lokaler Gemeinschaften und indigener Völker, die von unserer Geschäftstätigkeit betroffen sind, sind zu respektieren. Im Rahmen des Erwerbs, der Bebauung oder anderweitiger Nutzung von Land, Wäldern und Gewässern ist der widerrechtliche Entzug dieser Ressourcen, welche die Lebensgrundlage von Personen sichern, sowie jede Form der widerrechtlichen Zwangsräumung verboten.

### 5.11. Private und öffentliche Sicherheitskräfte

Der Einsatz privater oder staatlicher Sicherheitskräfte zum Schutz eines Projekts oder dessen Standorte ist untersagt, wenn aufgrund mangelnder Anweisungen oder Kontrolle durch das Unternehmen die Sicherheitskräfte gegen das Verbot von Folter sowie grausamer, unmenschlicher oder erniedrigender Behandlung verstoßen, Leben und körperliche Unversehrtheit gefährden oder die

protect a project or site, appropriate and effective measures must be taken to minimize these risks.

## **6. Integrity and Fair Competition**

### **6.1. Anti-Corruption and Bribery**

Any form of bribery or corruption will not be tolerated. All employees must behave in such a way that no personal dependency, obligation or influence arises. These can arise through, but are not limited to, gifts, hospitality, entertainment, expenses, financing of business trips, political contributions, charitable donations and sponsorships, bribes, bribe demands and bribe extortion, acceptance of goods, personal investments, employment and related activities, including but not limited to the offer of a seat on the board of directors and the employment of spouses or other relatives. In accordance with the EU Whistleblower Directive, an internal anonymous reporting system and a corresponding policy are available.

### **6.2. Gifts and Benefits**

Gifts and benefits are only accepted within strict guidelines. This includes gifts in the form of hospitality, entertainment, expenses, financing of customer trips and political donations. Where gifts are customary and polite in certain countries, care must be taken to ensure that no binding dependencies are created and that applicable national legal standards are observed. In any case, the acceptance or giving of gifts must be disclosed immediately and is only permitted under the mandatory condition of appropriateness. In general, the acceptance and giving of benefits, including gifts, to public officials and dignitaries is prohibited.

### **6.3. Donations and Sponsoring**

Donations are voluntary and unpaid, and are always made transparently by documenting the purpose of the donation, the recipient and the donation receipt. Donations may only be made to organizations whose objectives are in line with BRANDS' corporate principles. Management must approve all donations.

Vereinigungsfreiheit beeinträchtigen. Beim Einsatz von privaten oder öffentlichen Sicherheitskräften zum Schutz eines Projekts oder eines Standorts müssen angemessene und wirksame Maßnahmen ergriffen werden, um diese Risiken zu minimieren.

## **6. Integrität und fairer Wettbewerb**

### **6.1. Anti-Korruption und Bestechung**

Jegliche Form der Bestechung oder Korruption wird nicht toleriert. Alle Beschäftigten haben sich so zu verhalten, dass keine persönliche Abhängigkeit, Verpflichtung oder Beeinflussung entsteht. Diese können unter anderem durch Geschenke, Bewirtung, Unterhaltung, Spesen, Finanzierung von Kundenreisen, politische Zuwendungen, wohlätige Spenden und Sponsoring, Schmiergeldzahlungen, Bestechungsgeldforderungen und Schmiergelderpressung, Annahme von Gütern, persönliche Investitionen, Beschäftigung und damit verbundene Aktivitäten, einschließlich aber nicht beschränkt auf das Angebot eines Sitzes im Verwaltungsrat und Beschäftigung von Ehepartnern oder anderen Verwandten entstehen. Gemäß der EU „Whistleblower-Richtlinie“ steht ein internes, anonymes Hinweisgebersystem, sowie eine entsprechende Richtlinie zur Verfügung.

### **6.2. Geschenke und Zuwendungen**

Geschenke und Zuwendungen werden nur unter Einhaltung strenger Vorgaben akzeptiert. Hierunter fallen auch Zuwendungen in Form von Bewirtung, Unterhaltung, Spesen, Finanzierung von Kundenreisen, sowie politische Zuwendungen. Sofern Geschenke in bestimmten Ländern der Sitte und Höflichkeit entsprechen, ist zu beachten, dass dadurch keine verpflichtenden Abhängigkeiten entstehen und die geltenden landesrechtlichen Normen eingehalten werden. In jedem Fall ist eine Annahme oder Vergabe von Geschenken unmittelbar offenzulegen und nur unter der zwingenden Voraussetzung der Angemessenheit erlaubt. Generell sind die Annahme und Vergabe von Zuwendungen, inklusive Geschenke, mit Amts- und Würdenträgern untersagt.

### **6.3. Spenden und Sponsoring**

Spenden sind freiwillige Leistungen ohne Gegenleistung und erfolgen stets transparent, was durch Dokumentation von Spendenzweck, Empfänger und Spendenbestätigung gewährleistet wird. Spenden dürfen nur an Organisationen erfolgen, sofern deren Ziele mit den BRANDS Unternehmensgrundsätzen übereinstimmen. Die Geschäftsleitung muss alle Spenden freigeben.

In the case of sponsorship, a service is provided in return, for example through communication or marketing activities. All sponsorship activities must be set out in written contracts to ensure an appropriate relationship between sponsorship services and activity.

#### **6.4. Customer and Consumer Interests**

BRANDS and its employees act in the interests of customers and consumers. Appropriate measures are taken to ensure the safety and quality of the products or services offered by BRANDS. It is ensured that all products comply with the relevant legal consumer protection regulations. As part of information and sales measures, customer and consumer interests are taken into account by applying fair business, marketing, and advertising practices and promoting customer and consumer education.

#### **6.5. Corporate Interests**

BRANDS expects its employees to always align their business conduct, including interactions with business partners, with the company's interests and values.

#### **6.6. Conflicts of Interest**

A conflict of interest arises whenever private interests influence official decisions. An objective business relationship forms the basis for making unbiased decisions in the best interest of the company. If a conflict of interest is suspected, the supervisor must be informed to ensure a well-founded and objective decision can be made. In such cases, written documentation is required.

#### **6.7. Personal Data, Protection of Confidential Information, and Intellectual Property**

The personal rights of employees, business partners, and customers are respected by ensuring that the processing of personal data and information security comply with all currently applicable legal and regulatory requirements. Entrusted trade secrets or other confidential information from customers or business partners are protected against unauthorized acquisition, use, and disclosure, at least in accordance with the legal provisions for the protection of trade secrets. The intellectual property of customers, business partners, and other third parties must be respected. In particular, appropriate measures must be taken to protect

Beim Sponsoring wird beispielsweise durch Kommunikations- oder Marketing-Aktivitäten eine Gegenleistung erbracht. Alle Sponsoring-Aktivitäten sind durch schriftliche Verträge festzuhalten, um ein angemessenes Verhältnis zwischen Sponsoring-Leistungen und Aktivität zu gewährleisten.

#### **6.4. Kunden- und Verbraucherinteressen**

BRANDS und ihre Beschäftigten handeln im Interesse der Kunden und Verbraucher. Es werden geeignete Maßnahmen getroffen, um die Sicherheit und Qualität der von BRANDS angebotenen Produkte oder Leistungen zu gewährleisten. Es wird sichergestellt, dass alle Produkte den jeweils einschlägigen gesetzlichen Verbraucherschützenden Bestimmungen entsprechen. Im Rahmen von Informations- und Vertriebsmaßnahmen werden Kunden- und Verbraucherinteressen berücksichtigt, indem faire Geschäfts-, Marketing- und Werbepraktiken angewendet werden und die Kunden- und Verbraucheraufklärung gefördert wird.

#### **6.5. Firmeninteressen**

BRANDS erwartet von ihren Beschäftigten ihr geschäftliches Handeln einschließlich des Umgangs mit Geschäftspartnern stets im Sinne der Unternehmensinteressen und -werte auszurichten.

#### **6.6. Interessenkonflikte**

Ein Interessenkonflikt besteht immer dann, wenn private Interessen dienstliche Entscheidungen beeinflussen. Eine sachliche Geschäftsbeziehung bildet die Grundlage, um Entscheidungen unbefangen und im Sinne des Unternehmens zu treffen. Bei Verdacht eines Interessenkonfliktes ist der Vorgesetzte zu informieren, um sachlich fundiert entscheiden zu können. Hierbei ist eine schriftliche Dokumentation durchzuführen.

#### **6.7. Personenbezogene Daten, Schutz von vertraulichen Informationen und geistigem Eigentum**

Die Persönlichkeitsrechte der Mitarbeitenden, Geschäftspartner und Kunden werden respektiert, indem sich bei der Verarbeitung von personenbezogenen Daten und der Sicherheit von Informationen an die aktuell geltenden Vorgaben von Gesetzen und Behörden gehalten wird. Anvertraute Geschäftsgeheimnisse oder sonstige vertrauliche Informationen von Kunden oder Geschäftspartnern sind mindestens im Rahmen der gesetzlichen Vorgaben zum Schutz von Geschäftsgeheimnissen vor unerlaubter Erlangung, Nutzung und Offenlegung geschützt. Das geistige Eigentum von Kunden, Geschäftspartnern und weiteren Dritten ist zu

intellectual property rights when sharing knowledge and technologies.

## 7. Environmental Protection

All employees ensure that their actions reflect a responsible approach to nature. Particular emphasis is placed on the careful use of natural resources - not only in daily work but also in the design and manufacturing process, as well as in the packaging and shipping of our products. All environmental protection principles are documented in the Environmental Policy.

## 8. Reporting Violations

To ensure compliance with this Code of Conduct, we take questions about the Code as well as reports of potential violations very seriously. Through our internal feedback mechanism, reports can be submitted anonymously and are treated with strict confidentiality. Additionally, the HR department is available as a contact point for internal reports. For violations related to the supply chain, the Sustainability department serves as the point of contact.

In accordance with the Whistleblower Protection Act, an external reporting office has been established. Current information and contact details are available on the intranet. As part of legal due diligence obligations, such as the German Supply Chain Due Diligence Act (LkSG), all reporting channels provided by our business customers are also provided on the intranet.

I hereby confirm that I have read, understood, and accept the above information.

respektieren. Insbesondere sind beim Austausch von Wissen und Technologien geeignete Maßnahmen zum Schutz geistiger Eigentumsrechte zu treffen.

## 7. Umweltschutz

Alle Mitarbeitenden achten in ihrem Handeln auf einen sorgsamen Umgang mit der Natur. Dabei ist auf einen sparsamen Umgang mit natürlichen Ressourcen zu achten, nicht nur im Arbeitsalltag, sondern auch insbesondere im Design- und Fertigungsprozess sowie bei Verpackung und Versand unserer Waren. Alle Umweltschutz-prinzipien werden in der Environmental Policy festgehalten.

## 8. Meldung von Verstößen

Um eine Einhaltung dieses Verhaltenskodexes zu gewährleisten, nehmen wir Fragen zum Verhaltenskodex sowie Hinweise möglicher Verstöße besonders ernst. Im Rahmen unseres internen Feedbackmechanismus sind Meldungen anonym möglich und werden streng vertraulich behandelt. Weiterhin steht die Personalabteilung als Ansprechpartner bei internen Meldungen zur Verfügung. Für Verstöße, die die Lieferkette betreffen, agiert die Nachhaltigkeitsabteilung als Ansprechpartner.

Im Rahmen des Hinweisgeberschutzgesetzes wurde eine externe Meldestelle eingerichtet. Aktuelle Hinweise und Kontaktdaten hierzu werden im Intranet zur Verfügung gestellt. Im Rahmen von gesetzlichen Sorgfaltspflichten, wie z.B. dem Lieferkettensorgfaltspflichtengesetz (LkSG) werden auch alle Meldekanäle unserer Geschäftskunden im Intranet zur Verfügung gestellt.

Ich bestätige hiermit, dass ich die oben genannten Informationen gelesen und verstanden habe und sie akzeptiere.

Name \_\_\_\_\_

\_\_\_\_\_  
place/Ort, date/Datum

\_\_\_\_\_  
Signature/Unterschrift



## **Annex II: Supply Chain Code of Conduct**

## Table of Content

|                                                                                |    |
|--------------------------------------------------------------------------------|----|
| 1. Scope of Application .....                                                  | 2  |
| 2. International Regulations and Local Law .....                               | 2  |
| 3. Social Standards .....                                                      | 2  |
| 3.1. No Forced Labor .....                                                     | 2  |
| 3.2. No Discrimination, Harassment or Violence .....                           | 2  |
| 3.3. No Exploitation of Child Labor .....                                      | 3  |
| 3.4. Freedom of Association and Collective Bargaining .....                    | 3  |
| 3.5. Payment of a Living Wage .....                                            | 3  |
| 3.6. Reasonable Hours of Work .....                                            | 3  |
| 3.7. Safe and Healthy Working Conditions .....                                 | 4  |
| 3.8. A Legally Binding Employment Relationship .....                           | 4  |
| 3.9. Gender Equality .....                                                     | 4  |
| 3.10. Respect the Rights of Local Communities and Indigenous Peoples .....     | 5  |
| 3.11. Private or Public Security Forces .....                                  | 5  |
| 4. Ethical Business Practices and Anti-Corruption .....                        | 5  |
| 5. Monitoring Activities .....                                                 | 5  |
| 6. Remediation of Adverse Impacts .....                                        | 6  |
| 7. Grievance Mechanism .....                                                   | 6  |
| 8. Subcontracting .....                                                        | 7  |
| 9. International Accord .....                                                  | 7  |
| 10. Ban of Cotton and Textile Products from Xinjiang and Turkmenistan .....    | 7  |
| 11. Animal Welfare Policy .....                                                | 7  |
| 12. Environmental Management in Production Facilities .....                    | 8  |
| 13. Detox Requirements for Wet Processing Facilities (Garment and Shoes) ..... | 9  |
| 13.1. Ban on the Use of Hazardous Chemicals .....                              | 9  |
| 13.2. Chemical Inventory .....                                                 | 9  |
| 13.3. Environmental Certification and Audits .....                             | 9  |
| 13.4. Wastewater Management .....                                              | 9  |
| 14. Transparency .....                                                         | 10 |
| 15. Responsible Supplier Relationships .....                                   | 10 |
| 15.1. Institutional Commitments on HREDD .....                                 | 10 |
| 15.2. Negotiating the contract .....                                           | 11 |
| 15.3. Performing and renewing the contract .....                               | 12 |
| 15.4. Disengagement and responsible exit .....                                 | 13 |
| 16. Closing Remarks .....                                                      | 13 |
| Overview of Compliance Documents and Additional Policies .....                 | 14 |

## **1. Scope of Application**

This Supply Chain Code of Conduct is part of the declaration of principles of BRANDS Fashion GmbH. It summarizes all requirements regarding social and environmental standards and integrity that we pose on our supply chain partners. This includes our direct and indirect suppliers and such in the deeper supply chain as well as agencies or other intermediary organizations. Furthermore, it outlines BRANDS' commitments to its suppliers, demonstrating our responsibility and dedication to fostering fair and sustainable business relationships.

## **2. International Regulations and Local Law**

This Supply Chain Code of Conduct is based on internationally recognized human rights and social standards including the International Bill of Human Rights, the UN Convention on the Rights of the Child, the Convention on the Elimination of All Forms of Discrimination Against Women, and the Core Labor Standards of the International Labour Organization (ILO). National legal regulations being stricter than this code do apply in all cases. The commitment to this Code of Conduct is a pre-condition for any business relationship.

## **3. Social Standards**

As member of the amfori Business Social Compliance Initiative (BSCI) we commit ourselves and ask our business partners to respect and implement the code of conduct of amfori BSCI or an equivalent (e.g. SMETA, WRAP, SA8000). It sets a framework of certain non-negotiable minimum social and ecological standards we ask all of our business partners to comply with in order to avoid and mitigate adverse impacts<sup>1</sup>. Our expectations correspond to the recommendations and guidelines of amfori BSCI. The requirements of this Code of Conduct extend to all subcontractors and pre-suppliers, irrespective of the contractual basis of employment, and explicitly includes contract workers, migrant workers, and home-based workers.

### **3.1. No Forced Labor**

All forms of forced, slave, or involuntary labor are strictly prohibited. This includes debt bondage, human trafficking, servitude, and any form of exploitation or coercion leading to involuntary employment. No collateral such as money or personal documents may be retained. Employment must be based on the worker's free will, and employees have the right to terminate their employment in accordance with contractual agreements (ILO Conventions 29 and 105).

### **3.2. No Discrimination, Harassment or Violence**

All workers shall be treated with dignity and respect. Discrimination (based on sexuality, origin, ethnicity, gender, gender identity, religion, age, disability, social background, political opinion or family responsibilities, etc.) must not be practiced at any time (e.g., in recruitment, treatment, remuneration, training, promotion, etc.). Nor may membership of a workers' organization or political opinion result in discrimination or other disadvantage (ILO Conventions 100 and 111). Sanctions and other punishments shall only be applied in accordance with applicable, national,

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<sup>1</sup> Adverse Impact means a potential or actual Adverse Environmental Impact and/or Adverse Human Rights Impact which one or more parties have either individually or jointly caused, or are directly linked to through their products, services, and business relationships. A company is deemed to cause an adverse impact when its actions or omissions on their own remove or reduce a person's ability to enjoy their human rights or cause a negative effect to the environment. A company is deemed to jointly cause an adverse impact when its actions or omissions substantially contribute to or increase the likelihood of an adverse impact caused by another entity such as a business partner, which excludes trivial or minor contributions. A company is deemed to be linked to an adverse impact when it has not caused or jointly caused the adverse impact, but the adverse impact is linked to its operations, products or services.

and international standards of internationally recognized human rights. Physical abuse, threats of physical abuse, unusual punishments or disciplinary measures as well as physical, sexual, psychological or verbal harassment or abuse and intimidation by the employer are strictly prohibited. There is a zero-tolerance policy for all forms of sexual harassment, including sexual and gender-based violence, which is subject to disciplinary action up to and including dismissal. All allegations of discrimination, violence and harassment, including sexual harassment, are promptly investigated (ILO Convention 190).

### **3.3. No Exploitation of Child Labor**

Child labor and any exploitation of children and young people, regardless of gender, are not tolerated. The minimum age of access to gainful employment shall not be less than the age at which compulsory education ends and shall in no case be less than 15 years, unless the exceptions recognized by ILO apply (ILO Convention 138). There shall be no form of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and servitude, or forced or compulsory labor, including the forced or compulsory recruitment of children for use in armed conflict. The recruitment, procuring or offering of a child for prostitution, the production of pornography or pornographic performances and illicit activities, in particular the production and trafficking of drugs, are prohibited. In particular, children and young workers (15-18 years) must not be exposed to situations that are dangerous, unsafe, or harmful to their health or morals (ILO Convention 182).

### **3.4. Freedom of Association and Collective Bargaining**

The right of all workers to form and join trade unions and to bargain collectively, including the right to strike, are recognized (ILO Conventions 87 and 98). In cases where freedom of association and the right to collective bargaining are restricted by law, parallel pathways for independent and free association and bargaining are encouraged. Workers must not be discriminated against and must have access to all workplaces when carrying out their representative functions (ILO Convention 135 and Recommendation 143).

### **3.5. Payment of a Living Wage**

The wage for a regular working week must be at least equal to the applicable legal minimum wage or industry standard, and sufficient to cover the living expenses of each worker and his or her family, as well as to allow for a portion of freely disposable income, e.g., for savings (ILO Conventions 26 and 131). Any deductions from remuneration are permitted only under the conditions and to the extent prescribed by law or fixed by collective agreement, whichever affords greater protection. In case of deductions, workers must have the relevant information regarding the grounds for such deductions communicated to them in advance. Wage or salary cuts must never result in an income below the applicable minimum wage. Remuneration shall be paid regularly (at least monthly) and promptly. Every worker must be informed about his or her remuneration in a clear, understandable, and appropriate manner. This includes, for example, hourly wage and working hours.

### **3.6. Reasonable Hours of Work**

Working hours shall comply with applicable law, industrial standards, or relevant ILO conventions, whichever is stricter. The maximum permissible weekly working time according to national legislation shall apply, but this shall not exceed 48 hours and, including overtime, shall not exceed 60 hours per week. Workers shall have the right to have rest breaks on every working day. Employees are entitled to at least one day off after six consecutive working days.

Overtime worked shall be paid separately in accordance with national standards. Overtime must be performed on a voluntary basis and shall not represent a significantly higher likelihood of occupational hazards (ILO Conventions 1 and 14).

### **3.7. Safe and Healthy Working Conditions**

Business partners shall provide a safe and healthy working environment and promote optimal occupational health and safety based on current, industry-related knowledge of any specific hazards. Rules for the greatest possible prevention of accidents and minimization of health risks shall be implemented (ILO Convention 155). Business partners shall take the necessary measures to prevent accidents and damage to health that may arise in connection with the activity. They shall also ensure that workers are regularly informed and trained on applicable health and safety standards and safety measures. The risk of accidents due to excessive physical and mental fatigue must be minimized by implementing suitable work organization in terms of working hours and rest periods. Occupational accidents must be documented, and the employer must provide the worker with the medical treatment needed because of an occupational accident. Escape routes must be accessible and usable at all times, free of obstructions, without exception. Appropriate personal protective equipment to avoid exposure to chemical, physical, or biological substances shall be provided to the Workers (including homeworkers) at no cost to such workers, and it shall be assured that workers use such equipment whenever necessary. Special protection in relation to health and safety shall be provided to vulnerable categories of workers such as – but not limited to – young workers, new and expecting mothers and persons with disabilities. Access to adequate medical assistance and facilities for Workers in case of medical emergencies and accidents, including by providing adequate first-aid arrangements shall be ensured. Factory management shall take all appropriate measures within its sphere of influence to ensure the stability and safety of the equipment and buildings used, including accommodation for workers, where provided, as well as protect against any foreseeable emergency. Compliance with local fire safety regulations, including the provision of required firefighting equipment shall be demonstrated. Functioning fire alarms shall be installed and maintained on every floor or working area. Clean toilets and access to drinking water in sufficient quantity must be provided. If dormitories are also provided, they must be clean and safe and meet basic requirements.

### **3.8. A Legally Binding Employment Relationship**

All employment relationships, including internships, etc., must be legally binding and all labor and social law obligations towards employees must be complied with. Business partners shall document the terms and conditions of employment of their employees in writing, including remuneration, wages and social benefits. At a minimum, all relevant personal data (name, date, and place of birth, and the home address of the employee) shall be recorded. Circumvention of applicable labor and social security standards is prohibited. Younger workers shall be given the opportunity to participate in education and training programs.

### **3.9. Gender Equality**

Achieving gender equality through equal, fair, and transparent recruitment, promotion, and reward procedures and practices shall be endeavored (ILO Convention 100). Equal opportunities shall be provided to all individuals, regardless of their gender, gender identity and sexual orientation, for all aspects of training and professional and personal development (ILO Convention 111). Pregnant women, mothers and their children, including their health and safety must be protected. Dismissals and career setbacks due to pregnancy or maternity leave

shall be prevented. Women workers shall be protected against threats of dismissal or any other employment decision that negatively affects their employment status to prevent them from getting married or becoming pregnant (ILO Convention 183). Workers with family responsibilities shall be protected against discrimination with respect to engagement in employment or dismissal therefrom (ILO Convention 156).

### **3.10. Respect the Rights of Local Communities and Indigenous Peoples**

In the context of their business operations, and along the entire supply chain, we expect our business partners to respect the rights and livelihoods of local communities and indigenous peoples. This includes the prohibition of causing any harmful soil change, water pollution, air pollution, harmful noise emissions or excessive water consumption that significantly impairs the natural bases for the preservation and production of food, denies a person access to safe and clean drinking water, makes it difficult for a person to access sanitary facilities or destroys them or harms the health of a person. Our business partners shall not unlawfully evict people and shall not unlawfully deprive land, forests and waters in the acquisition, development or other use of land, forests and waters the use of which secures a person's livelihood.

### **3.11. Private or Public Security Forces**

Our business partners shall not hire or use private or public security forces for the protection of a project or its sites if, due to a lack of instruction or control by the company, security forces disregarded the prohibition of torture and cruel, inhumane, or degrading treatment or damages life or limb or violate the right to organize and the freedom of association. When our business partners request usage of private or public security personnel to protect a project or site, reasonable and effective measures need to be applied to minimize these risks.

## **4. Ethical Business Practices and Anti-Corruption**

Our business partners are committed to upholding the highest ethical standards and must refrain from any form of corruption, extortion, embezzlement, or bribery. This includes – but is not limited to – promising, offering, or granting improper financial or other incentives. Business partners are required to provide truthful and transparent information regarding their operations, corporate structure, and performance metrics. These must be disclosed in accordance with applicable legal regulations and recognized industry standards. Any falsification or deceptive practices concerning this information or within the supply chain are strictly prohibited. Furthermore, business partners must collect, use, and process personal data – including data of employees, business partners, customers, and consumers – with the utmost care. The handling of such data must comply with applicable data protection laws and legal requirements for information security.

## **5. Monitoring Activities**

We ask every manufacturing facility from a high-risk country<sup>2</sup> to regularly (every 1-2 years, depending on the overall audit result) conduct audits by an authorized third party audit company. In exceptional cases, pre-approved alternative assessments may apply, subject to prior written approval. We expect from our business partners to continuously work on improvements regarding audit findings. BRANDS will follow-up the implementation of corrective actions and verify if adverse impacts have been remediated. Any finding on amfori BSCI zero tolerance issues asks for immediate remediation (please refer to chapter 8).

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<sup>2</sup> According to the definition of amfori BSCI

If BRANDS or compliance representatives from local partners conduct factory visits they observe for potential and actual adverse impacts. If such a case is suspected, it is either directly discussed with the factory management or reported to the sustainability department of BRANDS which further addresses the issue.

## **6. Remediation of Adverse Impacts**

Where there is a risk of an adverse impact or where an adverse impact has occurred, BRANDS will collaborate with its suppliers and with affected stakeholders to identify the 'root cause' of the impact, so as to cease the impact and also prevent future harms. In this context, we expect the supplier to fully cooperate in investigating and resolving the circumstances of the adverse impact. In the event that a human rights harm occurs in connection with the contract(s), and BRANDS caused or contributed to the harm, BRANDS will participate in remediation, in collaboration with other buyers as appropriate, and in proportion to its responsibility for the adverse impact and/or its capacity to remediate the impact. Where BRANDS' activities did not cause or contribute to the adverse impact, but are directly linked to it, BRANDS will use or build (in collaboration with other stakeholders) its leverage with its suppliers to prevent any future harms. All remediation, whether carried out by suppliers or by suppliers in collaboration with BRANDS (and other buyers as appropriate), will restore the affected person or persons to the situation they would have been in had the adverse impact not occurred, where possible. In all cases, remediation shall be proportionate to the scale and significance of the impact and shall be determined in consultation and engagement with impacted stakeholders and/or their representatives.

Please note that we will be checking provided verification documents and that we reserve the right to use digital translation tools for this purpose. Please note that we require personal data to be anonymized.

## **7. Grievance Mechanism**

Grievance mechanisms play a central role in strengthening human rights, environmental protection, and integrity in textile supply chains. Effective mechanisms are a fundamental part of identifying problems and giving people the opportunity to communicate their concerns. We focus on ensuring mechanisms which are locally accessible and can be used anonymously by potentially affected stakeholders. We therefore ask our suppliers to provide an effective<sup>3</sup> internal grievance mechanism within their factory<sup>4</sup> and to participate in external mechanisms, if available (e.g. amfori Speak for Change). Every factory must have a formally defined internal process on how to handle grievances. Grievances intended for BRANDS Fashion can be handed in through external back-up mechanisms or directly via our homepage<sup>5</sup>. Any grievance that is reported to us will be handled according to our remediation policy which describes the necessary steps to assess, address and monitor the grievance as well as responsible staff and timelines. No matter through which channel a grievance was filed, we commit to protect complainants from retaliation to the extent it is able, and we expect the same from our business partners, for example by preserving anonymity if necessary and demanded. Moreover, BRANDS explicitly emphasizes that receiving complaints is seen as a positive sign of employee involvement.

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<sup>3</sup> Effectiveness criteria for grievance mechanisms: legitimate, accessible, predictable, equitable, transparent, rights-compatible, a source of continuous learning, and based on engagement and dialogue.

<sup>4</sup> As a guideline, please refer to amfori annex 4: How to Set Up a Grievance Mechanism

<sup>5</sup> <https://www.brands-fashion.com/en/whistleblower-area-of-brands-fashion-gmbh/>

## 8. Subcontracting

BRANDS does not accept that any orders are passed on without our approval. Any kind of subcontracting<sup>6</sup> needs to be approved in written form by the sustainability department prior to the production start. By this it shall be made sure that all factories involved in the manufacturing process of BRANDS goods respect our defined social and environmental requirements. Should a supplier need to engage in subcontracting to meet BRANDS' changed requirements (e.g. increase in order volume), then, as soon as reasonably practicable after receiving the subcontracting request from the supplier, BRANDS will review the request, and, if satisfied that the subcontract would not increase the risk of adverse impacts, BRANDS will authorize such subcontracting. The use of any CMT or sewing unit without prior written approval constitutes unauthorized subcontracting and therefore a breach of our compliance requirements. Such a breach may result in rejection of goods, compensation claims, or the termination of the business relationship. Our goal is to establish stable supply chain pools which is why we appreciate if suppliers work with fixed pre-suppliers on a continuous long-term basis whenever possible.

## 9. International Accord

*- Applicable for production facilities in participating countries only-*

In 2023, BRANDS renewed its commitment to working towards a safe and healthy textile and garment industry in Bangladesh by signing the Bangladesh Safety program as Addendum to the International Accord. With that, the Pakistan Accord was added as second country specific program. We require our suppliers with production facilities located in participating Accord countries<sup>7</sup> to fully participate in the respective country program. Non-cooperation or fraud may lead to termination of business.

Besides we ask every supplier to maintain workers' employment relationship and regular income during any period that a factory (or portion of a factory) is closed for safety reasons or for renovations necessary to complete such Corrective Actions for a period of no longer than six months. Workers who choose not to maintain their employment with the factory will have their employment terminated and be paid severance in accordance with relevant national law. For factory closures in excess of six months, workers will be paid either full severance benefits or six months' regular income, whichever is greater. Failure to do so may trigger a notice, warning and ultimately termination of the business relationship.

## 10. Ban of Cotton and Textile Products from Xinjiang and Turkmenistan

We commit to eliminate any risk of forced labor within our supply chains and ask the same from our business partners. Since cotton and textile products from Xinjiang might be related to forced labor conditions, we ask our suppliers and business partners to not source any cotton, yarn, textiles and/or finished products from Xinjiang region. Furthermore, cotton from Turkmenistan is also prohibited due to the risk of forced labor.

## 11. Animal Welfare Policy

We promote a sustainable and ethical way to run our business and as a result do not support any unethical treatment of animals during any part of the production process of wool, leather,

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<sup>6</sup> Any transfer of CMT (cut-make-trim) or sewing work will be concerned as subcontracting. Single manufacturing steps in regard to the pre-production (e.g. dyeing, knitting, spinning, ginning) or finishing process (e.g. finishing, embroidery) fall not under this definition of subcontracting. However, detailed and complete information on these pre-suppliers need to be provided and updated on request of BRANDS Fashion.

<sup>7</sup> <https://internationalaccord.org/>

down and other materials derived from animals. We believe that animals should be treated with respect and require the adoption of good animal husbandry, and the fulfilment of our animal welfare principles from all our suppliers.

The use of all materials derived from wild animals is prohibited. This includes materials derived from exotic, threatened or endangered species listed under the "Convention on International Trade in Endangered Species (CITES)"<sup>8</sup> and/or the International Union for Conservation of Nature's Union for Conservation of Nature's (IUCN) red list<sup>9</sup>.

Furthermore, the supply of all our products derived from animals must be in compliance with the Five Freedoms of the Animal Welfare Councils (FAWC). The principles serve as the guiding principles and need to be fulfilled at all times when sourcing materials derived from animals.

We strongly commit to the Five Freedoms of the Animal Welfare Councils (FAWC) which are:

1. Freedom from hunger or thirst
2. Freedom from discomfort
3. Freedom from pain, injury or disease
4. Freedom to express normal behavior
5. Freedom from fear and distress

Practices such as mulesing that are not compatible with these principles are therefore strictly prohibited. We therefore require our suppliers to pay special attention to the issue of mulesing and source only mulesing-free merino wool.

## 12. Environmental Management in Production Facilities

BRANDS follows its Environmental Policy to minimize environmental impact. We value the use of sustainable resources by our suppliers, as this contributes to reducing CO<sub>2</sub> emissions. We encourage suppliers to monitor their emissions in line with the Greenhouse Gas Protocol (GHG), covering Scope 1, 2, and 3. We recommend collecting, analyzing, and evaluating CO<sub>2</sub> emissions to identify areas of high consumption and potential for reduction. To increase transparency for our customers, we ask suppliers to share relevant data with us upon request. The production of any goods purchased by BRANDS must at least comply or exceed the legal requirements regarding waste management, handling and disposal of chemicals and other dangerous materials or emissions and effluent treatment. We recommend using the BEPI platform, which provides an environmental management system applied at producer level to develop cleaner production. All local and national environmental regulations shall be met as well as the following international agreements:

- The Stockholm Convention on Persistent Organic Pollutants (POPs<sup>10</sup>) and EU POPs regulation: POPs restrict or ban the production and use of certain harmful chemicals.
- The international agreements on certain environmental obligations, such as Mercury ban (Minamata Convention), and responsible disposal of waste (Basel Convention).
- All compliance requirements set out in the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, LkSG) related to environmental risks, including water, air, and soil pollution caused by our activities within our supply chains.

<sup>8</sup> <https://cites.org/eng/disc/species.php>

<sup>9</sup> <https://www.iucnredlist.org/>

<sup>10</sup> <https://www.pops.int/TheConvention/ThePOPs/AllPOPs/tabid/2509/Default.aspx>

### **13. Detox Requirements for Wet Processing Facilities (Garment and Shoes)**

Wet processing facilities (WPFs) are all dyeing, printing, finishing and washing facilities that involve processes within the supply chain where wastewater and/or sludge is discharged. We may ask suppliers to share data on their WPFs pool. This includes all WPFs our business partners are using for all BRANDS orders. We ask our suppliers to make sure that all wet processing facilities (WPFs) involved in the manufacturing of products purchased by BRANDS comply with the following requirements.

#### **13.1. Ban on the Use of Hazardous Chemicals**

The intentional use of hazardous chemicals is strictly forbidden in all steps of the manufacturing process of textile products. As a member of the Partnership for Sustainable Textiles, we are committed to apply the MRSL according to ZDHC Standard and BRANDS RSL. All chemicals used need to be complied with the current ZDHC MRSL. If a specific customer has higher requirements, the highest level of conformity applies, especially for the use of PFCs, APEOs, Organotin Compounds, Restricted Azo Dyes, Chlorophenols, SCCPs and Chlorobenzenes.

#### **13.2. Chemical Inventory**

All WPFs should be able to provide an up-to-date and a complete inventory of all used chemicals, at any time. BRANDS has partnered with GoBlu to introduce an innovative and time-saving digital inventory tool (i.e. BHive ) for our core suppliers. The production facilities (WPFs) nominated by BRANDS should register and download the App, as well as ensure that an up-to-date and complete chemical inventory is always accessible for BRANDS. Alternatively, other digital chemical inventory (e.g. BVE3, CleanChain, ZDHC InCheck) can be provided. Safety Data Sheets (SDS) for all chemicals which are used for production (according to GHS-Standard, ISO 11014 or Regulation (EC) NO. 1907/2006 REACH regulation) must be collected and provided on request.

#### **13.3. Environmental Certification and Audits**

To ensure our Extended Producer Responsibility (EPR) throughout the supply chain, all WPFs used for our products should hold a valid certification from a recognized environmental standard, such as ISO 14001 or Step by Oeko-Tex or Bluesign System Partnership or a verified Higg FEM Audit or BEPI CMA or GOTS. In cases where a WPF doesn't currently possess any of these recognized certifications, BRANDS will conduct their own internal assessments or audit. This is especially applicable to facilities that are newly nominated or identified as high-risk according to certain criteria.

#### **13.4. Wastewater Management**

Effective wastewater management including effective operation and maintenance of effluent treatment plant (ETP) is mandatory in all WPFs used for our productions (depending on the local system either own or communal ETP). Our business partners must communicate the Wastewater Guidelines from ZDHC to all relevant WPFs and put efforts in complying to at least the foundational level limits.<sup>11</sup>

In the event that the customer requires it, a wastewater and sludge test (WST) must be carried out and submitted for all WPFs used in the specific production process. This must be carried out by an approved testing institute<sup>12</sup> and be valid in accordance with the ZDHC MRSL.

<sup>11</sup> <https://downloads.roadmaptozero.com/output/ZDHC-Wastewater-Guidelines>

<sup>12</sup> Bureau Veritas, Intertek, SGS, TÜV Rheinland

## 14. Transparency

BRANDS is committed to transparency and responsible business practices throughout our global supply chains. We recognize the importance of supply chain knowledge to ensure accountability, legal compliance, and risk mitigation. Transparency fosters trust, strengthens collaboration, and enhances our ability to respond effectively to risks.

Therefore, we oblige our business partners to disclose all processing steps and facilities involved in the manufacturing of products purchased by BRANDS on request. We collaborate only with intermediaries (i.e. agents) that commit to disclose the production sites they manage. As a B2B company, we acknowledge our shared responsibility for supply chain transparency with our customers. Upon request, we provide customers with HREDD supply chain data. In addition, we participate in multiple industry initiatives and share relevant supply chain data with partner organizations, such as the International Accord.

However, public disclosure is essential for industry-wide collaboration and improvement. Since 2020, we have published our Tier 1 suppliers through the aggregated list of the Partnership for Sustainable Textiles (PST) on the Open Supply Hub (OSH), formerly known as the Open Apparel Registry (OAR). Starting in 2025, this disclosure will extend to Tier 2 suppliers. The following factory data will be publicly disclosed on the Open Supply Hub:

- Factory name
- Factory address (street, city, state, country)
- Sector (including product types)
- Facility type (including processing steps)
- Number of workers (f/m/d)
- If applicable: parent company
- Open Supply Hub ID

Furthermore, we continuously strive to enhance transparency within the deeper supply chain. Through our proprietary TRACYCLE tool, we ensure full transparency of certified product supply chains. Moreover, we report on HREDD-related activities in our supply chains in our annual sustainability report. This includes anonymized information on supplier relationship (length of cooperation, share of production capacity etc.), audits, capacity building and complaints.

## 15. Responsible Supplier Relationships

As an intermediary involved in B2B relations, we are aware that our ability to influence the supply chain can be affected by the business practices of our customers. Nevertheless, we consider it our responsibility to continuously inform and raise awareness among our clients about the importance of sustainable and fair sourcing practices. While we actively pursue high standards in our own operations, we acknowledge that these efforts may be limited by decisions and demands originating from our business customers. To support this commitment, BRANDS has implemented a Responsible Purchasing Policy that guides our internal practices.

### 15.1. Institutional Commitments on HREDD

BRANDS recognizes that it has an obligation to respect human rights throughout its supply chains, in particular with respect to the above mentioned laws and regulations, including due diligence principles like the German Supply Chain Due Diligence Act (LkSG). Accordingly, BRANDS commits to taking the human rights implications of its decisions into account at all times and to working towards the full implementation of the United Nations Guiding Principles on Business and Human Rights (UNGPs), the OECD's Guidelines for Multinational Enterprises, and the ILO Tripartite Declaration of Principles Concerning Multinational

Enterprises and Social Policy. In particular, consistent with the UNGPs and the OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector, BRANDS will establish and maintain a human rights and environmental due diligence (HREDD) process appropriate to its size and circumstances to identify, prevent, mitigate, and account for how BRANDS addresses the impacts of its activities on the human rights of individuals directly or indirectly affected by its supply chains. Concurrently, we expect our business partners to establish an HREDD process appropriate to their size and circumstances to uphold our shared responsibility for common supply chains.

Such HREDD process will be both forward-looking and backward-looking, preventative, risk-based, and ongoing. It involves meaningful engagement with stakeholders through participation in regular, transparent, two-way consultation and the timely sharing of relevant information with stakeholders in a format that they can understand and access. Due diligence will also require BRANDS to provide support for and participate in remediation where appropriate and necessary, in particular where it caused or contributed to an adverse impact. All of the commitments undertaken by BRANDS under the Code of Conduct serve to advance and institutionalize human rights due diligence throughout BRANDS' own operations and supply chains so as to achieve or exceed the internationally recognized human rights standards identified above.

BRANDS commits to improving alignment across its teams and business units on relevant aspects of human rights and procurement and to assign oversight and responsibility for the human rights performance of its supply chain to its senior management and executive board. BRANDS recognizes that its purchasing practices can either improve the human rights performance of its supply chains, or exacerbate and compound adverse human rights impacts for workers. Accordingly, BRANDS will train and incentivize its procurement team to understand the direct links between purchasing practices and the labor conditions in its supply chains. In addition, BRANDS will also raise awareness within its sales team to ensure that these insights are communicated to BRANDS' business customers, encouraging them to recognize their shared responsibility in promoting fair labor conditions throughout the supply chain. BRANDS will at all times foster a culture of cooperation and partnership with its suppliers. BRANDS will treat its suppliers fairly and with respect and will communicate with them clearly and promptly throughout their relationship. All relevant information pertaining to its human rights policies, processes, activities will be communicated externally.

BRANDS will assess the feasibility of meeting the requirements for plausibility during the supplier selection process. This assessment will focus on evaluating the supplier's managerial and legal capacity to fulfill these obligations in a reasonable and credible manner. BRANDS will engage in dialogue with potential suppliers to ensure that they fully understand what is expected of them with respect to BRANDS' own human rights standards.

## **15.2. Negotiating the contract**

BRANDS will negotiate its supply contracts so as to meet its production requirements, whilst respecting and promoting human rights. In cases where these objectives come into conflict, priority will be given to mitigating human rights impacts, with consideration of their severity and likelihood. BRANDS will not offer contracts on a take-it-or-leave-it basis or treat suppliers' questions and negotiations as an automatic rejection of its offer. BRANDS will give suppliers an opportunity to negotiate the terms of the contract to ensure that both parties have a voice in structuring the arrangement and in advancing the human rights objectives of said arrangement. Arrangements with suppliers will be formalized in writing.

### **15.3. Performing and renewing the contract**

Should change of orders (e.g., quantity increases or decreases, design alterations, timeline adjustment) be sought by BRANDS during the contract term, the updated requirements must be communicated to suppliers clearly, promptly, and accurately. In cases where oral instructions containing change of orders are provided, BRANDS will confirm such instructions in writing as swiftly as possible. When making changes to an order, BRANDS will seek to engage in dialogue with its supplier to explore whether the supplier can adjust to the new requirements while aligning with human rights standards. If the supplier indicates that adjustments are not feasible, BRANDS will make reasonable efforts to consider commercially viable modifications, such as amending target delivery times, providing additional compensation, or engaging with its business customers to explore joint solutions that support compliance with these standards. Likewise, if the supplier identifies a need to modify the contract or order to maintain alignment with human rights standards, BRANDS will endeavor to collaborate with the supplier to identify appropriate adjustments. BRANDS Fashion may involve their customers in the decision-making process. Throughout the contract term, BRANDS will engage in regular communication with its suppliers and provide on-going opportunities for suppliers to tell BRANDS whether they can meet agreed timelines without undue negative impacts on the human rights performance of the contract. Should a supplier require more time to deliver a product in order to continue meeting BRANDS' own human rights standards, BRANDS will, where commercially practicable, endeavor to accommodate a new timeline.

In the event of a significant unforeseen increase in input costs, BRANDS and supplier may engage in negotiations to address the impact of such increases. These may arise from factors such as minimum wage adjustments, collective bargaining agreements, unexpected rises in material or manufacturing costs, and/or currency fluctuations. The negotiations will aim to find a balanced solution that reflects the circumstances and considers the interests of both parties. Again BRANDS Fashion may involve their customers in the negotiations.

BRANDS will regularly seek feedback from its suppliers on the impact of its purchasing practices on the human rights performance of their contracts and ensure that said feedback will not produce adverse consequences for suppliers. Recognizing that suppliers may be reluctant to provide such feedback candidly, BRANDS may seek to collect information anonymously (e.g. via an annual survey) or partner with an independent third party that can aggregate the data and present its findings. BRANDS also commits to providing feedback to its suppliers so that they are able to improve their own policies and programs. To aid suppliers in meeting their obligations, BRANDS will strive to provide reasonable material and practical assistance to suppliers. BRANDS will establish benchmarks for assessing the human rights performance of the suppliers' contract(s), in order to enable its procurement team to make informed assessments regarding whether to award, renew, or terminate the contract(s). When it comes time to renew the contract(s), BRANDS will seek to reward suppliers for superior human rights performance.

BRANDS commits to paying all suppliers in accordance with the terms agreed at the outset of the contract, without attempting to change payment terms retroactively. Should changes to payment terms be necessary, BRANDS will ensure that such changes are mutually agreed, and not to the detriment of suppliers. To support this commitment, BRANDS will provide its suppliers with clear and easily accessible guidance on payment procedures and corresponding dispute resolution mechanisms.

#### 15.4. Disengagement and responsible exit

Should BRANDS wish to disengage from its suppliers because of a potential or already-occurred adverse impact, BRANDS will do so responsibly and as a last resort where (i) attempts at preventing or mitigating adverse human rights impacts have failed, (ii) the adverse impact(s) is irremediable, (iii) there is no reasonable prospect of change, or (iv) severe adverse impacts or risks are identified and the entity causing the impact fails to take immediate action to prevent or mitigate them. Any disengagement, whether for commercial reasons, in response to an un-remediated human rights harm, a force majeure event, or for any other reason, will take into account BRANDS' sourcing volume and the potential adverse impacts related to disengagement, so that BRANDS may identify appropriate measures for disengaging responsibly to mitigate the hardship that termination may bring upon stakeholders. In the event of disengagement, BRANDS will communicate its decision with reasonable notice, in accordance with its Responsible Exit Strategy. If BRANDS does disengage, it will pay its suppliers for any outstanding invoices and/or for costs already incurred in meeting the order prior to disengagement. Correspondingly, BRANDS expects its suppliers to ensure that, in the event of a disengagement, all legal obligations towards workers are fulfilled. This includes the timely and full payment of any outstanding wages, benefits, or other entitlements in accordance with applicable labor laws and contractual agreements.

#### 16. Closing Remarks

The above requirements will be considered in our internal supplier evaluation which will be used to define our sourcing strategy and allocate orders accordingly.

In case of any comments or questions on the above described requirements and policies we ask you to get in touch with the sustainability department of BRANDS Fashion ([sustainability@brands-fashion.com](mailto:sustainability@brands-fashion.com)).

I hereby confirm that I have read, understood, and accept the above information.

|                                     |  |
|-------------------------------------|--|
| Date:                               |  |
| Company name:                       |  |
| Name of responsible person          |  |
| Role/position of responsible person |  |
| Factory contact (Email)             |  |

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*Signature and company stamp*

## **Overview of Compliance Documents and Additional Policies**

BRANDS Fashion Compliance Document Overview:

| <b>Compliance Document</b>               | <b>Purpose &amp; Content</b>                                                                                                                                |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 00_Declaration of Principles             | General principles of sustainable and responsible business management for BRANDS                                                                            |
| 01_Annex I_ Employee Code of Conduct     | Outline of all rights and obligations placed on BRANDS employees                                                                                            |
| 02_Annex II_Supply Chain Code of Conduct | Outline of all rights and obligations placed on all business partners of BRANDS in the supply chains and BRANDS' commitments towards supply chain partners. |

| <b>Additional Policies</b>       | <b>Purpose &amp; Content</b>                                                       |
|----------------------------------|------------------------------------------------------------------------------------|
| 03_Responsible Purchasing Policy | Summary of goals and principles on how to conduct responsible purchasing practices |
| 04_Remediation Policy            | Guideline on how to proceed in cases of remediation                                |
| 05_Environmental Policy          | Outline of all environmental goals, principles and requirements                    |

Furthermore, we recommend the following documents to all our business partners:

- *amfori BSCI Code of Conduct*
- *amfori BSCI manuals*

### **Updates**

| <b>Version</b> | <b>Date of update (dd/mm/yyyy)</b> | <b>Part updated</b>                                                                         |
|----------------|------------------------------------|---------------------------------------------------------------------------------------------|
| 12             | 16.05.2025                         | Fundamental updates in structure, form and content to align with due diligence requirements |
| 11             | 02.10.2023                         | Introduction, compliance policies, code of business conduct                                 |
| 10             | 04.07.2023                         | Introduction, compliance policies                                                           |
| 9              | 04.05.2022                         | Environmental policy, compliance policies                                                   |
| 8              | 29.04.2021                         | Compliance policies, annex                                                                  |
| 7              | 20.08.2020                         | Environmental policy                                                                        |
| 6              | 20.07.2019                         | Introduction, environmental policy                                                          |
| 5              | 07.05.2019                         | Introduction, compliance policies. Document was renamed in "Declaration of compliance"      |
| 4              | 25.05.2018                         | Environmental policy                                                                        |
| 3              | 08.01.2018                         | Compliance policies, annex                                                                  |
| 2              | 07.05.2017                         | Environmental policy                                                                        |
| 1              | 01.01.2017                         | Code of Business Conduct                                                                    |