

Code of Conduct



NINE & Co.

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Introduction



As European expert in maternity and kids wear, it is Nine & Co.'s mission to create a happy world for our children and future generations. An important condition to do this, is operating in accordance with the highest ethical, social and ecological business standards. As an internationally represented company, Nine & Co. wants to assure that all products under all 7 brands are made in good conditions, respecting the environment and the well-being of all workers involved in the supply chain. We want to do this by minimizing negative social and environmental impacts and by maximizing the positive ones. By treating workers fairly and with respect, and by taking into account environmental laws, international trade regulations and labour law safety provisions.

BUSINESS PARTNERS

This Code of Conduct outlines the (minimum) standards of all business conduct and describes these principles and values, on behalf of Nine & Co. (all brands and products derived under the name of Nine & Co.). Compliance with the described standards and requirements is one of the preconditions when working together with Nine & Co.. This applies for all production facilities, their suppliers, subcontractors and other third parties.

Nine & Co. expects that our agents, and each individual supplier respect the Code of Conduct. Suppliers are responsible to implement this Code of Conduct throughout the supply chain and ensure that all sub-suppliers comply with the terms & conditions of it. When business partners do not act in accordance with the requirements in this Code of Conduct, or undertake corrective actions to do so, Nine & Co. may end the business relationship. Compliance might be assessed by informal visits by Nine & Co. or third parties (with or without notice; in order to conduct formal and informal audits).

CODE OBSERVANCE

As said, this Code of Conduct is applicable throughout the supply chain, for all Nine & Co. business partners: our production facilities, their suppliers and subcontractors and third parties. They shall obey the national and international legislation applicable to the type of industry and the operating country. In countries where domestic laws and regulations are in conflict with, or set a different standard than Nine & Co.'s Code of Conduct, the law must be followed first. Then, business partners must notify Nine & Co., before signing this Code of Conduct, and need to seek ways to abide by the principles that provide highest protection.



Supply chain management & cascade effect



This Nine & Co. Code of Conduct is applicable throughout the supply chain, meaning: to all the stages of the supply chain. This is from the perspective of the supplier's capacity to influence the supply chain through purchasing activities. By including supply chain management and cascade effect we strive for management of good relationships with all business partners in a responsible way – and expecting the same in return.

The supplier that is in direct relation with Nine & Co. shall therefore be responsible and liable for assuring that all suppliers they work with, are in full compliance with this same Code of Conduct. This requires a co-operative approach where the supplier involves its business partners and takes reasonable and appropriate measures in its sphere of influence needed to implement the terms & conditions in this Code of Conduct. In all cases of (self) assessments, formal audits or plant visits, supplier shall be responsible for taking and retaining the records in order to prove compliance upon NINE & CO.'s request and to obtain supplier's general approval to grant Nine & Co. (or the appointed expert) access to their sites and documents.

Nine & Co. shall offer support in supply chain management by tracking risks and social compliance status of sub-suppliers. This will enable both parties to be continuously updated about risks and non-compliances that might occur in the supply chain and to correspondingly act upon potential risks, together where needed.

Occupational health & safety



SAFE & CLEAN WORKING CONDITIONS AND FACILITIES

A safe and hygienic working environment shall be provided, and best occupational health and safety practices shall be promoted, bearing in mind the prevailing knowledge of the garment industry and its specific hazards. Effective laws and regulations shall be implemented to prevent accidents and minimize health risks as much as possible. Business partners shall take all appropriate measures within their sphere of influence to ensure stable and safe equipment and buildings and shall ensure access to drinking water, safe and clean eating and resting areas. Physical abuse, threats of physical abuse, unusual punishments or discipline, sexual and other harassment, and intimidation is strictly prohibited. Vulnerable individuals such as, but not limited to, young workers, new and expecting mothers and disabled workers shall receive special protection.

Supplier shall provide safe and clean conditions in all work and residential facilities and shall establish and follow a clear set of procedures regulating occupational health and safety. Vulnerable individuals, including but not limited to young workers, pregnant women and new mothers, and persons with disabilities, shall receive particular consideration under the right and relevant measures (according to the vulnerability). Supplier shall provide all workers with access to clean toilet facilities, split to gender, with adequate supplies including soap and water for washing and to drinkable water and, if applicable, sanitary facilities for food preparation and storage. Active cooperation between management and workers is essential to assuring a safe and healthy work environment.

SAFETY COMMITTEES

Each supplier has to establish a health and safety committee (comprised of equal numbers of

management staff and workers).

The health and safety committee shall be committed to assuring a safe workplace, and shall meet regularly, keeping complete minutes of each meeting.

EMERGENCY PLANS

Supplier shall be prepared with respect to emergency situations and he shall provide and implement emergency plans and response procedures including but not limited to emergency reporting, employee notification and evacuation procedures, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

PREVENTION OF ACCIDENTS, INJURIES AND HAZARDS

Supplier shall take adequate steps to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Supplier shall provide access to adequate medical assistance and facilities and put systems into place that prevent and track occupational injury and illness. Such systems shall encourage worker reporting, classify and record injury and illness cases, investigate the causes for cases, implement corrective actions to eliminate them and facilitate affected employees' return to work.

SAFETY OF BUILDINGS, EQUIPMENT AND FACILITIES

Supplier shall ensure the strength, stability and safety of buildings and equipment, and provide the right and relevant licenses and certifications accordingly. And, including residential facilities where provided. Supplier shall ensure that residential facilities for workers, where provided, are clean and safe, and that they meet all of the same standards required above. Dormitories shall be in a separate building from production or warehousing areas, and shall have a separate entrance. Employees should have free access to dormitories.

Fair remuneration & living wage



A LIVING WAGE FOR ALL WORKERS

All workers involved in Nine & Co. group's products, should earn a fair wage. This means a fair remuneration that is sufficient to provide them with a decent living for themselves and their families, as well as social benefits legally granted. A fair living wage should be revised annually and negotiated regularly.

Improved workplace dialogue and industrial relations, where freedom of association is respected, where workers' representatives have a voice and where trade unions can negotiate and bargain collectively are preconditions for lasting improvement for the garment workers in all producing regions, in order to achieve a fair living wage for all these workers across the chain.

All employers of the facilities we collaborate with must make a (long term) commitment to working towards a living wage for all workers. For Nine & Co. this is a prerequisite of doing business with this facility or supplier. Also, this is a selection criterion when selecting and sourcing new suppliers. We recommend reviewing, updating and communicating your living wage policy to (sub-)suppliers, and providing training and support in order to achieve this and realize this commitment.

PAYMENT CONDITIONS

Wages should be paid in a regular manner and fully in legal tender. The level of wages is to reflect the skills and education of workers and shall refer to regular working hours. Deductions will be permitted only under the conditions and to the extent prescribed by law or fixed by collective agreement. Illegal, unauthorized or disciplinary deductions from wages shall be prohibited, unless a freely negotiated bargaining agreement is in force. All workers shall be made aware of their payment conditions before they commence their employment and receive a copy of the labour contract. Supplier shall also provide a detailed pay-slip with information how the wages are calculated for each pay period.

LABOUR SECURITY & PREMIUMS

Supplier must not use labour-only contracting, sub-contracting, temporary employment relationships, home-arrangements apprenticeship schemes or similar arrangements, if such measures are only taken in order to avoid a regular employment which would obligate supplier to comply with the applicable labour or social security laws. Supplier shall compensate its workers by providing wages, overtime payments at a premium rate, benefits and paid leave which respectively meet a living wage and/or industry benchmark standards and/or collective agreements, whichever is higher.

Nine & Co. shall cater its suppliers to meet the requirements of paying a fair remuneration. Therefore Nine & Co. shall integrate this endeavor in the price negotiation processes with suppliers and always strive to pay a fair price that enables payment of fair wages. By means of living wage research and more specific collaborations with suppliers, Nine & Co. shall work on the creation of enabling circumstances that will support the creation of a system in which fair prices will actually lead to fair wages: living wages.



Child labour &

Child Labour is strictly prohibited. Our aim is to permanently eradicate child labour in the supply chain and to ensure that child labour is not displaced or relocated to others sectors or countries.

The supplier shall not employ children and shall establish robust age verification mechanisms as part of the recruitment process, which may not be in any way disrespectful or degrading to employees. The age for admission to employment shall not be less than the age of completion of compulsory schooling as defined by the law and in any case not less than 15 years.

Suppliers shall not recruit child labour nor exploit children in any way. If children are found to be working directly or indirectly for the supplier, the latter shall seek a sensitive and satisfactory solution to terminate such child labour and support children to attend and remain in school until no longer a child, all in the best interests of the child. Suppliers shall not employ young workers less than 18 years of age at night, or in conditions which compromise their health, their safety or their moral integrity, and/or which harm their physical, mental, spiritual, moral or social development.



Forced and/or bonded labour



Our aim is to prevent and eradicate forced labour in all production and the whole supply chain. Therefore, all work shall be conducted on a voluntary basis, and not under threat of any penalty or sanctions.

There shall be no use of forced, including bonded or prison, labour or any engagement in servitude, lodging deposits, retention of identity documents, indentured, trafficked or non-voluntary labour that violates basic human rights. Nine & Co. expects supplier to certify that all materials and products incorporated into the final garments (and all manufacturing performance and services being provided by supplier in order to produce the garments) comply with the international or local laws regarding the prohibition of slavery and human trafficking, whichever is stricter.

The supplier shall not require workers to make deposits/financial guarantees and shall not retain identity documents (such as passports, identity cards, etc.) nor withhold wages outside a legal contractual agreement.

Bonded labour is prohibited. Suppliers shall not use any form of bonded labour nor permit or encourage workers to incur debt through recruitment fees, fines, or other means. Suppliers shall ensure that labour brokers providing workers to the supplier do not collect fees of any kind from the employees, but rather that all fees related to hiring are borne by the employer.

Indentured labour is prohibited. The supplier shall respect the right of workers to terminate their employment after reasonable notice. Suppliers shall respect the right of workers to leave the workplace after their shift.

Non- discrimination &

Equal treatment of all employees and workers as well as equal opportunities including but not limited to terms of recruitment, compensation, access to training, promotion, rewards, termination or retirement is essential. Supplier shall not engage in, support or tolerate discrimination in employment including hiring, access to training, working conditions, job assignments, pay, benefits, promotions, discipline, termination or retirement on the basis of race, colour, gender, age, religion, marital status, caste, social background, disability, pregnancy, ethnic or national origin, nationality, membership in worker organizations including unions, political affiliation, sexual orientation, or any other condition that could give rise to discrimination.

Migrant workers – both international as intranational, or –regional (labour) migrants – shall have exactly the same entitlements as local employees.

All workers shall be treated with respect and dignity.

Supplier shall base all terms and conditions of employment on an individual's ability to do the job, and not on the basis of personal characteristics or beliefs such as described above. Supplier shall not engage in or tolerate bullying, harassment or abuse of any kind. Supplier shall ensure that workers are not subjected to inhumane or degrading treatment, corporal punishment, mental or physical coercion and/or verbal abuse. Supplier shall establish written disciplinary procedures and shall explain them in clear and understandable terms to their workers. All disciplinary actions shall be recorded.



Freedom of association & collective bargaining



All workers have the right to join or form trade or labour unions, to associate and/or engage in collective bargaining, to seek representation and to join workers councils – all without prior authorization from supplier management. Supplier shall not interfere with, obstruct or prevent such legitimate activities. This right shall be recognized. For all workers in situations in which the right to freedom of association and collective bargaining are limited by the law, suppliers shall not hinder alternative forms of independent and free workers representation and negotiation. Workers shall not be the subject of discrimination and shall have access to all workplaces necessary to carry out their functions with respect to the right of freedom of association. Suppliers shall give worker representatives access to the workplace in order to carry out their representative functions.

Working hours &

The working hours shall comply with applicable regional, national (or relevant international) laws and regulations and industry standards, whichever affords greater protection to ensure health, safety and welfare of workers. In any event, workers shall not, on a regular basis, be required to work in excess of the maximum amount of 48 hours per week, and shall be provided with at least one day off for every seven-day period of time. Suppliers shall respect this standard.

Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded regularly and shall always be compensated at a premium rate in accordance with the local and national law. Overtime shall not increase the likelihood of occupational hazards. Suppliers shall respect all workers' right to breaks during work shifts and to the rights of free days, including public and annual holidays. Also, workers shall be correctly compensated for any type of paid leave to which they are legally entitled.



Environment



Procedures and standards for waste management, handling and disposal of chemicals, and other dangerous materials, emissions, and effluent treatment must meet or exceed minimum legal standards in accordance to regional, national and international legislation. Business partners shall take responsibility and necessary measures to avoid environmental degradation by preventing or minimizing adverse effects on the community, natural resources and the overall environment, without any exception. Business partners and suppliers shall obtain, maintain and keep current all relevant environmental permits and registrations required under local regulation and follow the corresponding operational and reporting requirements.

Suppliers shall endeavor to reduce or eliminate solid waste, waste water and air emissions, including energy-related indirect air emissions, by implementing appropriate conservation measures in their production, maintenance and facilities processes, and by recycling, reusing or substituting materials. Waste water generated from operations must be monitored, controlled and treated before discharge as required by applicable local law. Appropriate precautions to prevent contamination of storm water runoff from facilities, must be taken by supplier. Air emissions must also be identified, monitored, controlled and treated by supplier: including but not limited to volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations as legally required prior to discharge.

All suppliers must identify and manage hazardous substances in order to ensure a safe handling, moving, storing, recycling or disposal. They must therefore ensure that no chemical or formulation listed on the Manufacturing Restricted Substances List or any other substance which is subject to an effective ban or expressly prohibited by Nine & Co. is used during or in connection with the manufacturing process.

In order to enable suppliers with their environmental performance, Nine & Co. will deploy research and development in order to be updated on and look for alternative opportunities for garment processing, dyeing and finishing that are less harmful for the environment than the current ones, that decrease waste production or water contamination or that are even beneficial for the environment. Any significant updates that might be of mutual interest will always be shared or discussed with the supplier to evaluate whether this could be implemented in the future.

ANIMAL WELFARE

We require all our suppliers to adhere to our standards and requirements regarding animal welfare. We aim to promote the safe and humane treatment of animals if used in the production of our products.

For more detailed information on our Animal Welfare and Material & Production Methods standards please refer to the Nine & Co. Supplier Manual.

Monitoring & enforcement



All Nine & Co.'s business partners shall define and implement a policy for social accountability and one of the following management systems to ensure the requirements outlined in this Code of Conduct: BSCI; WRAP; SEDEX (SMETA) and/or SA8000. Supplier is responsible for the correct implementation of the Code of Conduct and for continuous improvement, including corrective measures where needed. Signing the Code of Conduct or being certified via one of these systems is one step; following up is another. Suppliers are expected to set up systems being able to identify, monitor, understand and implement applicable laws, regulations and customer requirements. Also, they are required to be transparent and not mislead the Code of Conduct.

Nine & Co.'s suppliers shall issue a statement with respect to their social and environmental responsibility and communicate such statement including the requirements of this Code of Conduct to all workers and employees in the primary local language and/or the language(s) spoken by significant numbers of workers and shall address employees' concerns about non-compliance. At the suppliers, a senior management member shall be appointed to be responsible for assuring compliance with this Code of Conduct in order to confirm the suppliers' commitment.

Nine & Co. will always look for opportunities for improvement of business practices and supply chain management. Collaboratively improving the business relation will always be prioritized before, directly and without mutual agreement, ending the supplier relationship. Therefore, Nine & Co. will take in a supportive role and explore where to best help and cater its suppliers in order to improve their activities, undertake corrective actions and/or implement other improvements that enhance the business operations.



Audits, visits and non-compliance



This Nine & Co. Code of Conduct applies to all stages of the supply chain.

The supplier shall be responsible and liable for assuring that all suppliers that they work with are in full compliance. In all cases of self-assessment, formal audit or plant visit, suppliers shall be responsible

1) that records are taken and retained and upon Nine & Co.'s request handed over to Nine & Co.'s Social Compliance Department; and **2)** to obtain supplier's general approval to grant Nine & Co. (or the appointed expert) access to their sites and documents.

The Code of Conduct includes the right to make unannounced visits and unlimited access to all areas, documents and workers by Nine & Co. or a designated third party to evaluate the ethical behaviour with respect to this Code of Conduct. Relevant documentation must be maintained at all times. Business partners are required not to be involved in any act of corruption, extortion or embezzlement or any form of bribery.

THE RESPONSIBILITY OF NINE & CO.

The Nine & Co. management is responsible for the continuous improvement by taking corrective measures and periodical review of this Code of Conduct as well as the communication of the Code of Conduct to all business partners. All business partners are expected to, if relevant, inform their suppliers, subcontractors, and other business partners.

Nine & Co. requires all business partners and herself to do their utmost to achieve, and to continuously strive for, all standards in this Code of Conduct.

Related to this endeavor, Nine & Co. shall review and optimize its purchasing practices at suppliers at all times, enabling the company to be aware of potential challenges and bottlenecks within the procurement process that potentially affect its suppliers. For purchasing practices have the potential to undermine the efforts of responsible business and compliance activities, Nine & Co.'s purchasing practices must enable and facilitate suppliers to comply with this Code of Conduct requirements at all times, with specific reference to occupational health & safety, working hours and other aspects that might be affected by capacity planning and peaks in productivity.

The original version of this Nine & Co. Code of Conduct is drafted in English language. It may be translated into local language. In case of discrepancies between the local version and the original English version, the latter shall prevail.



WE HEREWITH CONFIRM TO ABIDE BY THE RULES OF THE NINE & CO. CODE OF CONDUCT:

SUPPLIER (Company Name):.....

.....
Place, Date

.....
1. Signature / Name

.....
Title

.....
2. Signature / Name

.....
Title

COMPANY SEAL:

NINE & Co.