

Rights & Brands Licensee and Supplier Code of Conduct

At Rights & Brands, we believe in fostering a supply chain built on integrity, fairness, and respect for human rights and the environment. By upholding these standards, we not only ensure the quality and safety of our products but also contribute to a more sustainable and ethical global marketplace. Together with our licensees and their supplier, we want to make a meaningful impact and drive positive change for future generations.

We thank you for your commitment to upholding these values and look forward to working together to achieve our shared goals.

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1. INTRODUCTION TO RIGHTS & BRANDS SUPPLIER CODE OF CONDUCT

1.1 PURPOSE

At Rights & Brands, ensuring high level of ethical, environmental and quality operations is a top priority. Our products must meet strict requirements on durability, functionality, safety and visual quality. Meeting and exceeding these standards is vital to our heritage and at the core of our mission.

Rights & Brands Supplier Code of Conduct ("the SCOC") outlines the non-negotiable minimum standards Rights & Brands requires its Licensee's, as well as its Licensee's suppliers (both referred to as "the Supplier" hereinafter) to comply when doing business with Rights & Brands. The SCOC illustrates the values and principles that are core for Rights & Brands operations worldwide. References to Rights & Brands throughout this Code cover Rights & Brands Corporation and all its subsidiaries and associate companies worldwide ("Rights & Brands"). Rights & Brands supposes its business partners to share the same values and high ethical standard.

The Supplier shall adopt or establish relevant management systems to ensure 1) compliance with applicable laws and regulations, 2) conformance with this Rights & Brands Supplier Code of Conduct, and 3) facilitation of continuous improvement regarding responsibility and sustainability. The Supplier must adopt similar requirements for their suppliers and monitor their supply chain.

1.2 SCOPE

The Supplier shall respect and adhere to the standards defined in the SCOC. It is the Supplier's responsibility to verify the compliance of the SCOC throughout the Supplier's operations, including all their entities, third parties, employees and others with whom they do business.

The Supplier must set similar requirements on their own suppliers and monitor their supply chain for adherence to the requirements set forth in Rights & Brands' Supplier Code of Conduct

1.3 IMPLEMENTATION

All suppliers and licensees to Rights & Brands shall review and sign this document. It is a prerequisite for the Supplier to commit in all their activities to operate in a full compliance with the laws, rules and regulations of the countries in which they operate. In order to assess compliance with the SCOC, Rights & Brands may visit, or let external monitors visit, the Supplier's facilities, with or without notice. If the Supplier does not meet the minimum compliance level, Rights & Brands will enforce business consequences, potentially resulting in disqualification of the Licensee.

1.4 MANUFACTURER SIGN-OFF AND SUPPLIER REGISTRATION

In addition to signing this Code of Conduct, all licensees are required to ensure that each of their manufacturers signs the Rights & Brands Supplier Code of Conduct prior to the start of any licensed production.

The licensee must also submit the following information to Rights & Brands' sustainability department immediately after the license agreement is signed:

- Full legal name of the manufacturer
- Production site address and country
- Contact person(s) including name, role, and contact details

The licensee is responsible for updating this information promptly in case of any changes to the manufacturing setup or supply chain.

All submitted information will be handled strictly by the Rights & Brands sustainability department. A separate Non-Disclosure Agreement (NDA) can be signed if necessary to ensure confidentiality.

2. CONTINUOUS IMPROVEMENT

Rights & Brands expects the Supplier to continuously improve operations and strive for best practices. Rights & Brands strives to empower change to develop the ethical and environmental standards in the supply chain together with the Supplier.

3. THE SUPPLIER CODE OF CONDUCT

3.1 LABOUR AND HUMAN RIGHTS

The Supplier shall commit to uphold the human rights of employees. This SCOC applies to all supplier employees including temporary, migrant, student and contract employees as well as direct employees. Employees shall be treated with dignity and respect at all times.

Freedom of association

The Supplier should grant its employees the rights to associate freely, form and join employees organizations, seek representation, and bargain collectively in accordance with applicable laws and regulations. Employees who choose to belong to trade unions - subject to laws and regulations - shall be free of pressure or influence from the Supplier. Where the right to freedom of association and collective bargaining is restricted under law, the employer shall not hinder the development of parallel means for independent and free association and bargaining.

Child labour and protection for young employees

The Supplier is strictly forbidden from utilizing child labor, adhering to the guidelines set forth in ILO conventions 138 regarding the minimum age for employment and 182 concerning the worst forms of child labor. Specifically, the Supplier must refrain from employing individuals under the age of 15 years (14 years in select developing nations), or below the minimum age for employment stipulated by applicable national laws and regulations, or the age required to complete compulsory education as per the relevant national laws and regulations, whichever is greater.

Furthermore, the Supplier is obligated not to engage workers, particularly those above the minimum age but under 18, in tasks that could jeopardize their education, health, safety, or moral well-being. Additionally, the Supplier must establish effective grievance mechanisms and occupational health and safety training programs to safeguard young employees.

Prevention of forced labour

Any form of forced, bonded, indentured, or involuntary prison labour must not be used in any circumstances. All work shall be voluntary, and employees shall be free to leave work or terminate their employment upon reasonable notice. As a condition of employment, no one has the right to require employees to surrender government-issued identification, passport, work permits, or any other unreasonable deposits. Employees shall not be threatened in any way or subject to any sort of harsh or inhumane treatment, which includes, but is not restricted to, mental or physical coercion, sexual harassment or abuse, corporal punishment, verbal abuse, or unreasonable restrictions regarding entering or exiting company provided facilities.

Non-discrimination

The Supplier shall treat its employees with integrity, respect and dignity. The Supplier must not discriminate, exclude or have a certain preference for employees on the basis of race, gender, age, religion, caste, birth, social background, disability, ethnic and national origin, nationality, membership in unions or any other legitimated organisations, political affiliation or opinions, sexual orientation, family responsibilities, marital status, diseases or any other condition that could give rise to discrimination. Workplace shall be free of harassment and discipline on any of the ground listed above.

The Supplier is committed to respect privacy rights of the employees whenever collecting or retaining personal information about employees. The Supplier is required to maintain full compliance with national privacy legislation.

Work contracts and terms of employment

For every employee, a written contract shall state the terms of employment. Employment contracts shall specify all pivotal information, such as information related to occupational hazards if applicable. Contracts shall be in a language understood by the employees. The Supplier ensures that the employees have understood the contract, signed the contract, and been given a copy of the contract.

The policy of terminating the employment contract shall be fair relative to the nature and duration of the employment and in compliance with applicable legislation. The Supplier must not tolerate any sort of discrimination or unfair punishment regarding to employment practices. Only employees with a legal right to work shall be employed. Employees' legal status to work shall be validated by reviewing original documentation before commencement of work.

Working hours and rest days

The Supplier must ensure that working hours or overtime hours do not exceed the maximum permitted by applicable laws, industry benchmark standards or collective agreements. Daily working hours shall not exceed 12 hours of work in any period of 24 consecutive hours. Weekly working hours shall not exceed 60 hours including overtime in normal circumstances. Whichever of the option is stricter applies.

Overtime shall always be voluntary, exceptional and employees shall be given reasonable notice for overtime. During working hours, regular and appropriate break periods shall be provided, with the minimum requirement being appropriate meal and refreshment breaks. Employees shall be given at least one day off in every seven days. Employees shall be entitled to vacation, leave time, statutory holidays and maternity and paternity leaves according to applicable local laws and regulations.

Wages and other benefits

At a minimum, wages shall comply with the national laws, or industrial standards, or binding collective agreements, whichever is higher. The Supplier shall entitle its employees to at least the legal minimum wage and all legally mandated benefits so that the wage is sufficient to provide basic needs for employees, and their entitled official dependents. As mandated by applicable laws and regulations, all social security and insurance benefits shall be paid, and overtime shall be compensated at the premium rate. In absence of law, the overtime wage should be at least 125% from the regular pay rate referring to Article 6 of ILO Convention: C001.

Deductions from wages will be permitted only subject to conditions prescribed by law or fixed by collective agreement. The Supplier must not make deductions for disciplinary purposes. In case of allowance deductions, for example food and accommodation, the Supplier shall clearly communicate principles to employees, and the amount of deductions shall be reasonable when compared to the total wage.

The Supplier shall pay employees regularly, at least monthly and on time, clearly conveying the basis for which employees are being paid. Employees shall receive pay slips clearly stating at least hours worked, wage, and all deductions taken. A system shall be in place to verify and accurately record payroll, deductions and the hours worked by employees. Wages and benefits shall be paid either in cash, by cheque or bank transfer.

Human rights impacts on neighboring communities

The Supplier must respect the rights to property and land of the individual, indigenous people and neighbouring communities. The Supplier shall also recognize and respect the social, cultural, traditional and social heritage of the indigenous people, in line with ILO conventions 169 on indigenous people.

Security personnel

If the Supplier safeguards its personnel or property with direct or contracted security personnel, the Supplier must ensure that the security personnel apply the same standards on fair and equal treatment.

3.2 HEALTH AND SAFETY

The Supplier shall commit to ensure safe working conditions and a healthy working environment for its employees. This prevents work-related injuries and illnesses, improves the well-being of employees, increases productivity, and promotes the quality of products, among other things. The Supplier shall assign a senior management representative responsible for health and safety.

Workplace safety

The Supplier shall provide a safe working environment for the employees, and comply with all the applicable health and safety related laws and regulations. The Supplier shall provide their employees with appropriate personal protective equipment, first aid equipment, and potable drinking water. Work area shall be clean and hygienic with adequate lighting, suitable ventilation, temperature, clean toilet and washing facilities near the worksites, considering different gender needs. There shall also be a comfortable rest area, separate from the general working environment, to allow employees to take a break. The Supplier shall provide employees with clear safety instructions and ensure the use of personal protective equipment. Also the health of employees shall be monitored regularly.

Housing conditions

If provided by the Supplier, dormitory facilities shall be constructed and maintained in accordance with all applicable laws and regulations, and they shall be clearly segregated from the factory and production area. All dormitory buildings shall be clean and safe and employees shall be able to enter and leave the dormitory buildings freely at any hour. There shall be clean toilet facilities, access to potable water, and sanitary food preparation and storage facilities. All dormitory facilities shall also provide employees with reasonable personal space, adequate heat and ventilation and clean shower and bathrooms.

Emergency preparedness and prevention

The Supplier ensures the safety of all its facilities and buildings. The Supplier shall be prepared for emergency situations. This includes employee notification and evacuation procedures, emergency training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, and adequate exit facilities. The employees shall receive regularly training on emergency planning and medical care.

Physically demanding tasks and ergonomics

The Supplier shall identify physically demanding tasks, evaluate and control employee exposure to these tasks. Examples of these tasks include heavy lifting and heavy material handling, prolonged standing and highly repetitive tasks. Suppliers shall ensure that employees are not subject to unnecessarily poor work ergonomics, and this applies especially to physically demanding tasks. Vulnerable individuals such as - but not limited to - young employees, new and expecting mothers and persons with disabilities, shall receive special protection.

Product quality and safety

The Supplier must meet the quality and safety standards required by the law and comply with the additional Rights & Brands' quality requirements in the products and services delivered.

Health and safety communication and management

The Supplier shall provide its employees with appropriate and regular workplace health and safety related information and training, including fire training, production safety, and correct use of protective equipment and first

aid equipment. Clear safety warning signs, in the primary language of the employees, shall be displayed on relevant equipment and hazardous or toxic substances or objects.

Employees shall never be disciplined for raising safety concerns and for refusing working in an unsafe environment.

Clear procedures shall be in place to identify, manage, record and report occupational injuries and illnesses appropriately. The Supplier shall implement corrective actions to eliminate the root causes of injuries and illnesses. Where hazardous substances are used, relevant supervision, controls and emergency plans shall be provided. The Supplier shall ensure washing facilities near acids and other corrosive substances. Electrical equipment and wires shall be safely insulated, equipped with safety fuses and regularly inspected and repaired.

3.3 ENVIRONMENT

As an integral part of Rights & Brands' values and operations, Rights & Brands expects the Supplier to share the same considerations of mitigating harmful impacts on the environment and climate. There shall be an environmentally trained person employed at or supporting the Supplier.

Environmental reporting

The Supplier shall report environmental data for each product and production unit in accordance with Rights & Brands' environmental impact reporting guidelines. *(Link to a document that does not exist yet)*

Environmental permits

The Supplier shall make sure that they obtain, keep current, and follow the reporting guidelines of all the required environmental permits and registrations.

Environmental management system

The Supplier shall document and implement a relevant process for monitoring their environmental impact. This can be achieved using an Environmental Management System (EMS) that suits the size and complexity of your company and your product groups. The EMS shall be utilized to identify, control, and mitigate adverse environmental impacts. Additionally, the Supplier shall establish ambitious targets to mitigate their adverse environmental impacts and develop a clear program to implement these actions.

Hazardous materials and product safety

The Supplier shall identify hazardous materials, chemicals and substances, and ensure their safe handling, movement, storage, recycling, reuse and disposal. All the applicable laws and regulations related to hazardous materials, chemicals and substances shall be strictly followed. The Supplier shall comply with material restrictions and product safety requirements set by applicable laws and regulations (e.g. REACH) and comply with the possible additional Rights & Brands' requirements. The Supplier shall continuously maintain records of full raw material content data and related certifications and guarantees of origin. The Supplier shall ensure that key employees are aware of and trained in product safety practices.

Resource and waste management and pollution prevention

The Supplier shall minimize and optimize its consumption of natural resources, including raw-materials, energy and water. Prior to discharge or disposal, the Supplier shall characterize and treat wastewater, solid waste and air emissions appropriately and according to applicable laws and regulations. The Supplier shall implement and demonstrate sound measures to reduce or eliminate, at a relevant extent, use of energy, solid waste, wastewater and air emissions in their production and facilities. Optimizing, recycling, re-using and substituting materials are essential for this activity. The Supplier shall work with Rights & Brands to measure, report and set reduction targets for energy usage, material usage and waste management.

4. BUSINESS ETHICS AND INTEGRITY

Rights & Brands requires the Supplier to comply with all applicable ethical trade laws and regulations in the countries where materials are sourced, produced and incorporated into products licensed by Rights & Brands.

Anti-corruption and anti-bribery

The Supplier is strictly prohibited from offering, paying, promising, or authorizing, directly or through intermediaries, any improper advantage for the purpose of securing an improper advantage, contract or concession, or causing the person to act in violation of a legal duty. The Supplier must always uphold standards to safeguard fair conduct of business, competition, and not to obtain any undue advantages. The Supplier will not

pay or accept bribes and shall not take any actions to violate, or cause its partners to violate, any applicable antibribery laws and regulations including the U.S. Foreign Corrupt Practices and the UK Bribery Acts.

Grievance mechanisms

The Supplier shall have in place a system enabling anonymous grievances, reporting and management. The Supplier shall assign an officer responsible for monitoring and taking appropriate actions in a confidential manner.

Origin

The Supplier shall be able to disclose all sources of primary countries of origin associated with Rights & Brands associated products. Rights & Brands reserves the right to ask the supplier a full supply chain mapping back to origin to facilitate assessments of upstream supply chain compliance.

5. MANAGEMENT SYSTEMS AND COMMITMENT

Company statement and commitment to continuous improvements

The Supplier's management shall understand and respect the importance of social and environmental Responsibility, business ethics and commit to improving these areas together with Rights & Brands.

Management accountability and responsibility

The Supplier shall have an identified manager in charge of corporate responsibility. This person shall actively, transparently and collaboratively communicate with Rights & Brands' licensee representatives.

Legal and customer requirements

The Supplier shall identify, monitor and understand applicable laws, regulations and customer requirements regarding product and workplace safety, environment, human rights and other relevant topics related to corporate responsibility. Adequate documentation and records to evidence regulatory compliance and license to operate shall be in place. The supplier is also responsible for screening and tracking local and global export and import controls, economic sanctions and foreign anti-corruption, in addition of those stated in this SCOC.

Training and communication

The Supplier shall arrange programs for training managers and employees about corporate responsibility. In addition to training, there shall be a process for clear communications to employees about supplier's responsibility policies, practices and performance.

Audits and assessments

In order to assess compliance with the SCOC Rights & Brands may visit, or let external monitors visit, its suppliers' facilities, with or without notice.

The supplier shall arrange periodic self-assessments. There shall be a process for correction of responsibility deficiencies identified in audits, assessments and inspections. The Supplier is expected to share accurate and complete information with the auditors. Falsification of data or withholding information about working conditions, labor practices, production process, environmental management, products or materials or such is a serious violation to the SCOC.

Conflict minerals

Rights & Brands is committed to ensure conflict free sourcing of Gold (Au), Tantalum (Ta), Tungsten (W) and Tin (Sn) ('Conflict Minerals') within its supply chain. The Supplier may only source Conflict Minerals from regions which are not determined by any governing body to be conflict regions or from mines or smelters within such conflict regions which have been certified as 'conflict free' by an independently accredited third party. All such data must be made available to Rights & Brands on request.

6. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights ('IPRs') belong to the most valuable assets of Rights & Brands and its licensees. Rights & Brands' represent and utilizes many types of IPRs, including trademarks, designs, patents and copyrights. Some IPR assets of Rights & Brands are protected via registration, some not. The Supplier shall manage technology and know-how in a manner that protects IPRs.

Intellectual property rights of Rights & Brands

The Supplier shall understand and respect the importance of Rights & Brands' IPRs. The Supplier shall respect Rights & Brands' representation of the IPRs and shall not use any Rights & Brands' IPR assets for any other purposes than for fulfilling the contractual obligations with Rights & Brands. The Supplier shall not attempt to obtain ownership of Rights & Brands' IPRs, either via registration or otherwise. The Supplier shall cease using Rights & Brands' IPR assets once the contract with Rights & Brands has ended and either destroy or hand over to Rights & Brands the tools, instruments and utensils (including but not limited to moulds, stencils and software) that were used to produce the products protected by Rights & Brands' IPRs. The Supplier shall take appropriate steps to safeguard and maintain confidential and proprietary information of Rights & Brands and use such information only for the purposes authorized for use by the contractual agreement.

Intellectual property rights of third parties

The Supplier shall respect third-party intellectual property and utilize it only after having properly secured rights to its use.

MAIN REFERENCES

UN Guiding Principles on Business and Human Rights Universal Declaration of Human Rights ILO International Labor Standards ISO 14001

OHSAS 18001, SA 8000 OECD Guidelines for Multinational Enterprises United Nations Convention against Corruption United Nations Global Compact, ETI Base Code

Rights & Brands Board of Directors has approved the SCOC in June 2024

We hereby understand, accept and will comply with this Rights & Brands Supplier Code of Conduct. We also commit ourselves to act in accordance with the Rights & Brands Audit Process towards continuous improvement, and in the near future, full compliance.

Place and date

Company/ Supplier Legal Entity

Company/ Supplier Legal Address

Name:

Title:

Formal factory stamp (if available)