

STELLA MCCARTNEY

SUPPLIER ETHICAL CODE OF CONDUCT

Stella McCartney (SMC) is a vegetarian luxury lifestyle brand committed to operating a responsible and modern business.

We require all suppliers and factories making SMC products, as well as their subcontractors, to fully comply with the SMC Code of Conduct (the "Code"). SMC expects both direct SMC suppliers and their subcontractors to comply with the Code to the same standard, regardless of the manufacturing process, type or size of their operation. All SMC suppliers are required to post the Code in their factories in a place that is visible and accessible to all personnel. Suppliers shall communicate the contents of this Code to all of their personnel and subcontractors, in the language(s) spoken by their workers and personnel.

Points 1-9 of the Code are based on the fundamental conventions of the International Labour Organisation (ILO) and are aligned with other industry social standards. Points 10-15 are specific to the SMC brand.

1. FORCED LABOUR & MODERN SLAVERY

- Suppliers shall not use forced labour, including prison labour, indentured labour, bonded labour and other forms of forced labour or modern slavery.
- Workers shall at all times have free access to all of their identity documents, such as passports.
- Workers shall not be required to make monetary deposits for finding employment or required to pay recruitment fees to their employer, recruitment agencies or any other intermediaries.

2. FREEDOM OF ASSOCIATION & COLLECTIVE BARGAINING

- Suppliers shall respect their workers' right to freedom of association and collective bargaining and shall adopt an open attitude towards trade unions and their activities.
- All workers shall be free to join collectives and organisations of their choice without fear of harassment, interference or retaliation.
- Where the right to freedom of association and collective bargaining is restricted under law, workers shall be free to develop parallel means for independent and free association and collective bargaining.

3. HEALTHY & SAFETY

- Suppliers shall provide a safe and healthy workplace taking into consideration their industry and any specific hazards.
- Suppliers shall take adequate steps to prevent accidents and injury to workers caused directly or indirectly by the operation of their facilities.
- Workers shall receive regular and relevant health and safety training which must be recorded. Responsibility for health and safety shall be assigned to a senior management representative at the site.

4. CHILD LABOUR

- Suppliers shall not employ anyone younger than 15 (or otherwise permit anyone under such age to work), or the age for completing compulsory education in the country of manufacture, whichever is higher.
- Suppliers shall have adequate age verification policies and procedures in place to ensure children are not engaged in work. In a case of child being found at work, SMC requires its suppliers to follow the SMC Child Remediation Procedure set out in the SMC Responsible Sourcing Guide.
- Young workers between the age of 15 and 18 shall only be allowed to work where local law permits so, shall not work at night or perform hazardous work.

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5. COMPENSATION

- Suppliers shall pay and guarantee all workers a wage that meets or exceeds the national legal minimum wage or the minimum wage set by the collective bargaining agreements, whichever applies in a given country. Workers shall have the right to compensation sufficient to cover all their basic needs in addition to some discretionary income.
- All overtime shall be compensated at a premium rate as legally required. Overtime rate shall be at least 125% of the regular pay rate.
- Suppliers shall provide workers with benefits as required by law or contract, including holidays, sick and maternity leave and statutory severance.
- Only legally mandated deductions are allowed and suppliers shall not make deductions from workers' wages for disciplinary purposes.

6. HOURS OF WORK

- Suppliers shall ensure the regular working week does not exceed 48 hours or the maximum allowed by the local law. Except under exceptional business circumstances, the total regular and overtime hours in a week shall not exceed 60 hours or, if lower, the maximum allowed by the law. In addition, workers shall be provided at minimum 24 consecutive hours of rest in every seven-day period.
- Suppliers must not exceed the 60-hour working week limit on regular basis and must demonstrate that they take effective steps to systematically limit and reduce excessive overtime.
- All overtime shall be voluntary and free from reprisal if declined.

7. DISCRIMINATION

- Suppliers shall not discriminate against workers in hiring, compensation, benefits, advancements, access to training, promotion, discipline, termination or retirement.
- Suppliers shall also not discriminate on the basis of gender, race, religion, age, sexual orientation, nationality, ethnicity, health status, disability, political opinion, union affiliation, veteran status, marital status, pregnancy, social origin or any other reason.
- Suppliers shall take active steps to ensure and demonstrate equal treatment, opportunity, promotion and pay between men and women, in their workplace and supply chain.

8. EMPLOYMENT RELATIONSHIP

- All workers shall have a written contract in compliance with the country law and practice. Employers shall adopt and adhere to rules and conditions of employment that respect workers and, at a minimum, safeguard their rights under local, national, and international labor and social security laws and regulations.
- Suppliers shall not avoid the obligation to provide workers with labour and social benefits for example, by using extensive probation periods, by engaging in extensive use of part-time or fixed-term contracts, or through an excessive use of subcontractors, homeworkers, temporary workers, agency workers and apprentices.

9. HARASSMENT OR ABUSE

- Suppliers shall treat all staff and workers with dignity and respect. No one shall be subject to physical, verbal, sexual or psychological intimidation, harassment, violence or abuse.
- Monetary fines or wage withholdings shall not be used as a means to maintain labour discipline.

10. MIGRANT, TEMPORARY, AGENCY WORKERS AND HOMEWORKERS

- This Code applies equally to migrant workers (cross country and internal migrants), temporary workers, agency workers and homeworkers as it does to regional workers, permanent workers and local nationals.
- SMC's direct suppliers are responsible for ensuring any intermediary employers or recruitment agencies understand and comply with the contents and spirit of the Code.

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11. SUBCONTRACTING

- Only authorised used of subcontracting is allowed. All subcontractors must be approved in writing by SMC prior to any production starting, following the SMC New Supplier / Manufacturing Site Onboarding Procedures.
- The Code applies to subcontractors the same way as it does to direct suppliers. SMC direct suppliers are responsible for ensuring all subcontractors understand and comply with the contents of the Code.

12. TRANSPARENCY & MATERIAL TRACEABILITY

- Supplier shall communicate and share information about its business operations as well as supply chain with SMC openly when requested as well as proactively when any changes occur. This includes but is not limited to: information about subcontractors, raw material suppliers and origin of raw materials.
- Supplier shall provide SMC with complete access to social and environmental factory assessments within its supply chain including but not limited to facilities, relevant documentation and worker interviews.

13. ENVIRONMENT

- Suppliers shall adopt responsible measures to mitigate negative impacts of the workplace on the environment.
- Suppliers shall save energy and water whenever possible and shall not release any hazardous or toxic substances directly into the environment. All wastewater must be treated adequately before release.

14. ANIMAL WELFARE

- SMC is a vegetarian brand. Suppliers shall not use leather, skins, feathers, fur or glue made from animal products at any stage of production of SMC products, trims, parts or raw materials. This requirement stands above national and international animal welfare regulations.

15. REMEDIATION & CONTINUOUS IMPROVEMENT

- Suppliers shall promptly remediate any non-compliance with the Code, which shall include establishing clear goals towards compliance, demonstrating progress and providing evidence to SMC. SMC reserves the right to review suppliers' compliance with the Code at any time and may terminate its business relationship with any supplier found to be violating the Code and/or failing to improve.
- In exceptional cases, where full compliance with this Code is not immediately possible, suppliers must show commitment and continuous improvement towards full compliance. SMC will support suppliers on this journey.