

ABOUT YOU[®]

Business Code of Conduct

ENGLISH VERSION

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1. ABOUT YOU Business Code of Conduct

Based on the amfori BSCI Code of Conduct

1.1 ABOUT YOU – Our Commitment

ABOUT YOU is committed to a responsible corporate governance. We want our customers to know that all of our products have been produced ethically and under fair working conditions. For us, ethical business is based on a value chain where labour is safe, empowered and financially secure, and environmental standards are met. Our Business Code of Conduct sets out the minimum requirements we place on our Business Partners who produce and/or supply goods or services on our behalf. These include B2C customers, suppliers, service providers, business development partners as well as all other Business Partners we conduct business with.

This Business Code of Conduct applies to all products and services that Business Partners provide for **ABOUT YOU** and/or that **ABOUT YOU** provides for Business Partners. The agreement shall come into force upon signature and/or by reference in the terms and conditions of **ABOUT YOU**. Our Business Partners accept the principles of this Business Code of Conduct and commit to comply with them at all times. Our Business Partners must ensure that their employees and subcontractors do not violate these principles by adopting appropriate regulations and by establishing and documenting suitable control mechanisms. Business relationships with Business Partners who violate this Code of Conduct will be terminated at their expense.

This Business Code of Conduct is based on national laws and regulations as well as international conventions such as the Universal Declaration of Human Rights, the Children's Rights and Business Principles, UN Guiding Principles for Business and Human Rights, OECD Guidelines, UN Global Compact and International Labour Organization (ILO) Conventions and Recommendations relevant to improve working conditions in the supply chain. **ABOUT YOU** expects its Business Partners to comply with all relevant laws, regulations and requirements of relevant standards. The requirements of **ABOUT YOU** in this Code of Conduct may also exceed the applicable regulatory requirements of the respective country. If a requirement of **ABOUT YOU** violates the local legal provisions, the Business Partner is obliged to inform **ABOUT YOU** about it.

1.2 Amfori BSCI Code of Conduct

ABOUT YOU is committed to the principles of the amfori BSCI Code of Conduct. The Code of Conduct of the amfori BSCI initiative serves as a guideline for ethical behaviour in our supply chain. It sets out social standards and rules on environmental protection, occupational health and safety. In conclusion, the following sections of the **ABOUT YOU** Business Code of Conduct are based on the amfori BSCI Code of Conduct in the version 1/2014.

1.3 Interpretation and Commitment of Business Partner

In the amfori BSCI Code of Conduct, the terms "business enterprises" cover both amfori BSCI Participants and their Business Partners in the supply chain, particularly producers. In addition, **ABOUT YOU** includes not only producers, but all Business Partners that **ABOUT YOU** conducts business with.

The appendices referred to at the end of this Code of Conduct form an integral part of the amfori BSCI Code of Conduct. It is to be read and interpreted in combination with them. Every business enterprise has different terms of implementation to adhere to, depending on their role in the supply chain and on whether or not they are going to be monitored within the amfori BSCI. Amfori distinguishes between [Business Partners to be involved in the amfori BSCI monitoring process \(Producers\)](#) and other [Business Partners](#). We expect our Business Partners to refer to the corresponding terms of implementation according to their specific role in the supply chain and to comply with the requirements set out in those terms. Any audit of relevant Business Partners conducted by **ABOUT YOU** will comply with the BSCI standards and the requirements of amfori.

Due to our specific business model, we set additional requirements to the amfori BSCI Code of Conduct. By entering a business relationship with **ABOUT YOU**, all Business Partners undertake not only to comply with the described principles in their own operations, but also to ensure that their subcontractors comply with them.

The principles set by amfori BSCI Code of Conduct and **ABOUT YOU** will be described in the following sections.

2. Principles

2.1 Overview

ABOUT YOU expects all Business Partners to observe the [amfori BSCI Code of Conduct](#) in the latest version. Furthermore, we expect our Business Partners to show evidence that they take all necessary measures to ensure their own observance of the Code of Conduct, if requested.

We expect all of our Business Partners to comply with the principles of the amfori BSCI Code of Conduct and with the additional principles set out by **ABOUT YOU** at all times. The following list will give you an overview of all principles. Those principles are described in detail in the following sections.

	The rights of Freedom of Association and Collective Bargaining
	No Discrimination
	Fair Remuneration
	Decent Working Hours
	Occupational Health and Safety
	No Child Labour
	Special Protection for Young Workers
	No Precarious Employment
	No Bonded Labour
	Protection of the Environment
	Ethical Business Behaviour
	Management Systems
	Due Diligence
	Protection of Intellectual Property
	Anti-Corruption
	Antitrust
	Anti-Money Laundering and Terrorist Financing Prevention
	Compliance and Whistleblowing-System

2.2 Detailed Expectations – Principles of amfori BSCI Code of Conduct

ABOUT YOU expects all of their Business Partners to observe the amfori BSCI Code of Conduct in the latest version. In particular, our Business Partners commit to comply with the following principles of the amfori BSCI Code of Conduct. In some passages, **ABOUT YOU** places additional requirements to the amfori principles on the Business Partners. Those additional requirements are highlighted in the text.



The rights of Freedom of Association and Collective Bargaining

Business Partners shall: (a) respect the right of workers to form unions in a free and democratic way; (b) not discriminate against workers because of trade union membership and (c) respect workers' right to bargain

collectively.

Business Partners shall not prevent workers' representatives from having access to workers in the workplace or from interacting with them. When operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed, Business Partners shall respect this principle by allowing workers to freely elect their own representatives with whom the company can enter into dialogue about workplace issues.



No Discrimination

Business Partners shall not discriminate, exclude or have a certain preference for persons on the basis of gender, age, religion, race, 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. In particular, workers shall not be harassed or disciplined on any of the grounds listed above.



Fair Remuneration

Business Partners observe this principle when they respect the right of the workers to receive fair remuneration that is sufficient to provide them with a decent living for themselves and their families, as well as the social benefits legally granted, without prejudice to the specific expectations set out hereunder.

Business Partners shall comply, as a minimum, with wages mandated by governments' minimum wage legislation, or industry standards approved on the basis of collective bargaining, whichever is higher.

Wages are to be paid in a timely manner, regularly, and fully in legal tender. Partial payment in the form of allowance "in kind" is accepted in line with ILO specifications. 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.

Extension



Prior to entering employment, workers shall be provided in writing with easily understandable information regarding their wages, payroll periods and payment dates. Written, clearly understandable wage statements shall be provided for each pay period. Wages shall not be withheld for any reason and no deductions shall be allowed for disciplinary reasons. Any deductions not provided for in national legislation may only be made with the explicit authorization of the worker concerned. Any disciplinary action shall be recorded in writing and must be archived. Business Partner may not use employment contracts of limited, short duration or alleged, unlawful apprenticeship or training contracts several times in a row in order to avoid legal obligations or contributions to social security.



Decent Working Hours

Business Partners observe this principle when they ensure that workers are not required to work more than 48 regular hours per week. This applies without prejudice to the specific expectations set out hereunder. However, **ABOUT YOU** recognizes the exceptions specified by the ILO.

Applicable national laws, industry benchmark standards or collective agreements are to be interpreted within the international framework set out by the ILO. In exceptional cases defined by the ILO, the limit of hours of work prescribed above may be exceeded, in which case overtime is permitted.

The use of overtime is meant to be exceptional, voluntary, paid at a premium rate of not less than one and one-quarter times the regular rate and shall not represent a significantly higher likelihood of occupational hazards. Furthermore, Business Partners shall grant their workers with the right to resting breaks in every working day and the right to at least one day off in every seven days, unless exceptions defined by collective agreements apply.



Occupational Health and Safety

Business Partners observe this principle when they respect the right to healthy working and living conditions of workers and local communities, without prejudice to the specific expectations set out hereunder. Vulnerable individuals such as - but not limited to - young workers, new and expecting mothers and persons with disabilities, shall receive special protection.

Business Partners shall comply with occupational health and safety regulations, or with international standards where domestic legislation is weak or poorly enforced.

The active co-operation between management and workers, and/or their representatives is essential in order to develop and implement systems towards ensuring a safe and healthy work environment. This may be achieved through the establishment of Occupational Health and Safety Committees.

Business Partners shall ensure that there are systems in place to detect, assess, avoid and respond to potential threats to the health and safety of workers. They shall take effective measures to prevent workers from having accidents, injuries or illnesses, arising from, associated with, or occurring during work. These measures should aim at minimizing so far as is reasonable the causes of hazards inherent within the workplace.

Business Partners will seek improving workers protection in case of accident including through compulsory insurance schemes.

Business Partners shall take all appropriate measures within their sphere of influence, to see to the stability and safety of the equipment and buildings they use, including residential facilities to workers when these are provided by the employer as well as to protect against any foreseeable emergency. Business Partners shall respect the workers' right to exit the premises from imminent danger without seeking permission.

Extension Written regulations and procedures shall be provided, clearly communicated to workers on a regular basis, and explained in training sessions to prevent accidents and injuries. This includes access to fire safety equipment (emergency exits, first aid equipment, etc.) and safeguards against accidents or toxic substances. These standards also apply to workforce housing facilities. Information must be available in the workers' primary language and in writing.



Business Partners shall ensure adequate occupational medical assistance and related facilities.

Business Partners shall ensure access to drinking water, safe and clean eating and resting areas as well as clean and safe cooking and food storage areas. Furthermore, Business Partners shall always provide effective Personal Protective Equipment (PPE) to all workers free of charge.

Extension Women must be provided with adequate sanitary facilities in the workplace with sufficient privacy and additional occupational safety measures must be provided during pregnancy.



No Child Labour

Business Partners observe this principle when they do not employ directly or indirectly, children below the minimum age of completion of compulsory schooling as defined by law, which shall not be less than 15 years, unless the exceptions recognised by the ILO apply.

Business Partners must establish robust age-verification mechanisms as part of the recruitment process, which may not be in any way degrading or disrespectful to the worker. This principle aims to protect children from any form of exploitation. Special care is to be taken on the occasion of the dismissal of children, as they can move into more hazardous employment, such as prostitution or drug trafficking. In removing children from the workplace, Business Partners should identify in a proactive manner, measures to ensure the protection of affected children. When appropriate, they shall pursue the possibility to provide decent work for adult household members of the affected children's family.



Special Protection for Young Workers

Business Partners observe this principle when they ensure that young persons do not work at night and that they are protected against conditions of work which are prejudicial to their health, safety, morals and development, without prejudice to the specific expectations set out in this principle.

Where young workers are employed, Business Partners should ensure that (a) the kind of work is not likely to be harmful to their health or development; (b) their working hours do not prejudice their attendance at school, their participation in vocational orientation approved by the competent authority or their capacity to benefit from training or instruction programs.

Business Partners shall set the necessary mechanisms to prevent, identify and mitigate harm to young workers; with special attention to the access young workers shall have to effective grievance mechanisms and to Occupational Health and Safety trainings schemes and programmes.



No Precarious Employment

Business Partners observe this principle when, without prejudice to the specific expectations set out in this chapter, (a) they ensure that their employment relationships do not cause insecurity and social or economic vulnerability for their workers; (b) work is performed on the basis of a recognised and documented employment relationship, established in compliance with national legislation, custom or practice and international labour standards, whichever provides greater protection.

Before entering into employment, Business Partners are to provide workers with understandable information about their rights, responsibilities and employment conditions, including working hours, remuneration and terms of payment.

Business Partners should aim at providing decent working conditions that also support workers, both women and men, in their roles as parents or caregivers, especially with regard to migrant and seasonal workers whose children may be left in the migrants' home towns.

Business Partners shall not use employment arrangements in a way that deliberately does not correspond to the genuine purpose of the law. This includes - but is not limited to - (a) apprenticeship schemes where there is no intent to impart skills or provide regular employment, (b) seasonality or contingency work when used to undermine workers' protection, and (c) labour-only contracting. Furthermore, the use of sub-contracting may not serve to undermine the rights of workers.



No Bonded Labour

Business Partners shall not engage in any form of servitude, forced, bonded, indentured, trafficked or non-voluntary labour. Business Partners will risk allegations of complicity if they benefit from the use of such forms of labour by their Business Partners. Business Partners shall act with special diligence when engaging and recruiting migrant workers both directly and indirectly. Business Partners shall allow their workers the right to leave work and freely terminate their employment provided that workers give reasonable notice to the employer. Business Partners shall ensure that workers are not subject to inhumane or degrading treatment, corporal punishment, mental or physical coercion and/or verbal abuse.

All disciplinary procedures must be established in writing, and are to be explained verbally to workers in clear and understandable terms.



Protection of the Environment

Business Partners observe this principle when they take the necessary measures to avoid environmental degradation, without prejudice to the specific expectations set out in this chapter.

Business Partners should assess significant environmental impact of operations, and establish effective policies and procedures that reflect their environmental responsibility. They will see to implement adequate measures to prevent or minimise adverse effects on the community, natural resources and the overall environment.

Extension This includes energy and water consumption and emissions. We encourage our Business Partners to continuously reduce their waste generation. Business Partners must comply with all applicable laws and regulations regarding the protection and preservation of the environment, including obtaining and updating all required environmental permits.

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All hazardous materials shall be handled, transported, stored, used, recycled and disposed of safely. All chemicals shall be properly identified and safely stored.



Ethical Business Behaviour

Business Partners observe this principle when, and without prejudice to the goals and expectations set out in this chapter, they are not involved in any act of corruption, extortion or embezzlement, nor in any form of bribery - including but not limited to - the promising, offering, giving or accepting of any improper monetary or other incentive. Business Partners are expected to keep accurate information regarding their activities, structure and performance, and should disclose these in accordance with applicable regulations and industry benchmark practices. Business Partners should neither participate in falsifying such information, nor in any act of misrepresentation in the supply chain.

Furthermore, they should collect, use and otherwise process personal information (including that from workers, Business Partners, customers and consumers in their sphere of influence) with reasonable care. The collection, use and other processing of personal information is to comply with privacy and information security laws and regulatory requirements.

2.3 Detailed Expectations – Principles of ABOUT YOU

In addition to the principles of the amfori BSCI Code of Conduct, **ABOUT YOU** established further requirements that are specified in the following sections. **ABOUT YOU** expects its Business Partners to commit to these principles at all times.



Management Systems

Business Partners are expected to implement the necessary rules and regulations and maintain the appropriate documentation and other suitable processes to ensure compliance with the principles of this Business Code of Conduct and applicable national and international legislation. This includes an effective monitoring system with clear responsibilities and processes, as well as the appropriate documentation. Monitoring and improving measures are expected to be taken within specified and reasonable timeframes. **ABOUT YOU** reserves the right to obtain more detailed information on the management, monitoring and auditing systems of its Business Partners.



Due Diligence

Business Partners shall establish an appropriate Due Diligence process for their supply chain. Business Partners must be aware of all plants, locations and companies in their production network and must be able to provide, upon request, comprehensive and detailed information on the Due Diligence processes performed in their supply chain. **ABOUT YOU** reserves the right to conduct its own appropriate Due Diligence on Business Partners and third parties where **ABOUT YOU** believes it necessary to apply its own procedures (such as in the absence of Due Diligence reports or because of significant findings in the course of Due Diligence).

The direct Business Partner guarantees that **ABOUT YOU** itself or independent third parties authorized by **ABOUT YOU** may, if necessary, carry out the verification of compliance with the principles established in accordance with this Code of Conduct at its premises. The Business Partner will designate the workplaces accordingly for this purpose.

If non-compliance is detected, the Business Partner shall be obliged to take appropriate remedial actions without delay. Sufficient time will be granted by **ABOUT YOU** for the remedial actions. Irrespective of whether the direct Business Partner itself or its agents violate the principles established in this Business Code of Conduct and corresponding remedial actions are not taken, the right of extraordinary termination of the business relationship by **ABOUT YOU** remains unaffected and is not restricted hereby.



Protection of Intellectual Property

ABOUT YOU respects intellectual property, trademarks and copyrights ("IP Rights") and protects and respects both its own IP Rights and those of others. Therefore, we expect our Business Partners to avoid any kind of infringement of IP Rights, to defend their own IP Rights and to notify **ABOUT YOU** of any infringement of our IP Rights.



Anti-Corruption

ABOUT YOU expects adherence to the highest standards of moral and ethical conduct and compliance with applicable anti-corruption laws. **ABOUT YOU** does not accept corrupt practices of any kind, including extortion, fraud, bribery or venality. Business Partners must fully comply with all applicable rules and regulations, both national and international, and are expected to conduct their business in a professional, fair and lawful manner. Business Partners must develop, continuously update and apply appropriate policies to prevent bribery and corruption. These policies must be communicated to all business units. Any attempt to illegally influence our employees, other Business Partners, other market participants or any other third parties who have a professional or personal relationship with **ABOUT YOU** will result in investigations and respective consequences.



Antitrust

Antitrust law protects free markets, a fair participation for all market participants and aims to ensure a fair competition. Fair competition creates incentives for innovation and high product quality for the benefit of end

consumers. Antitrust law prohibits anti-competitive behaviour by companies that impedes, restricts or distorts free competition. **ABOUT YOU** supports all measures to promote and protect free competition.

For this reason, **ABOUT YOU** expects its Business Partners to commit to fair competition and to comply with applicable antitrust and competition laws. **ABOUT YOU** does not tolerate illegal agreements, the creation of a common understanding with content that restricts competition or agreements that have the purpose or effect of restricting competition. Agreements with other Business Partners may also be subject to antitrust restrictions, especially if **ABOUT YOU** or the Business Partner has a strong market position. It is generally prohibited to give **ABOUT YOU's** employees any form of business relevant information, such as – but not limited to – resale prices, cost structures or marketing strategies. Exceptions are only permitted in rare cases, provided there is no violation of national laws, and only with prior approval from **ABOUT YOU's** legal department.



Anti-Money Laundering and Terrorist Financing Prevention

ABOUT YOU aims to take a preventive role in the international fight against money laundering and terrorist financing and to take measures within our own sphere of influence to counteract such acts. **ABOUT YOU** has therefore taken comprehensive measures to avoid being misused for illegal purposes. To this end, we only conduct business where our Business Partners can be identified without any doubt and only maintain business relationships where the invested funds are of legal origin. We expect the same understanding, Due Diligence implementation of measures for anti-money laundering and prevention of terrorist financing from our Business Partners. We expect all our Business Partners to comply with applicable national and international legislation on the prevention of money laundering and terrorist financing, and not to enter legally improper transactions with sanctioned individuals, companies or organizations.



Compliance and Whistleblowing System

ABOUT YOU has established a compliance management system to strengthen compliance, prevent compliance violations and, if they do occur, investigate and sanction them. Any comments or questions regarding the Business Code of Conduct may be directed to **ABOUT YOU**. In addition, we would like to be informed about illegal behaviour in our company in order to be able to clarify and stop such behaviour. We therefore encourage anyone to inform us of any legal violations via our special whistleblowing system at <https://www.bkms-system.com/aboutyou>. We guarantee that all whistleblowers will be treated confidentially. Our whistleblowing system can also be used anonymously. However, we ask you to set up a mailbox at least under a different name that does not allow any conclusions to be drawn to you, so that we can ask you, if necessary, clarifying questions. Please understand that the whistleblowing system should only be used to report violations of laws, guidelines or our Code of Conduct. General complaints or product and warranty inquiries will not be processed.

In addition, we expect from our Business Partners to set up their own whistleblowing mechanisms so that violations of the law or of this Code of Conduct can be reported anonymously, while maintaining confidentiality and excluding negative consequences for the whistleblowers.

3. Contact

3.1 Contact: ABOUT YOU : About You, Domstraße 10, 20095 Hamburg, Germany

compliance@aboutyou.com
www.aboutyou.de

3.2 Contact: Amfori:

Amfori, Av. De Cortenbergh, 172, 1000 Brussels, Belgium

Tel: +32-2-762 05 51 Fax: +32-2-762 75 06

info@amfori.org
www.amfori.org

4. Appendix:

Visit the [amfori website](#) for details on the following aspects:

[amfori Terms of Implementation for Business Partners to be involved in the amfori BSCI monitoring process \(Producer\)](#)

[amfori Terms of Implementation for Business Partners](#)

[amfori BSCI Reference: Compilation of International Standards relevant for the implementation of the Code such as ILO Conventions and Recommendations](#)

[amfori BSCI Glossary](#)