

Code of Conduct

Quality can be defined as *a degree of excellence* and is one of the core values at RefrigiWear®. For us the expectation of quality goes beyond our products. We expect the highest level of safety, equity, equality, and compliance in the factories where our products are made. RefrigiWear® value strong partnerships with factories that share its philosophies. The Code of Conduct provides minimum standards; RefrigiWear® and its suppliers are committed to continuous improvements as it relates to social and environmental practices.

Laws and Ethical Standards

The supplier shall comply with all laws applicable to its business. The supplier shall support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights, the UN Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises as well as the 1998 International Labor Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and practice. This especially applies to:

1. Human Rights and Fair Labor Practices

a. Child labor

The supplier shall not employ children under the legal age of employment in any country or local jurisdiction. The supplier shall apply a minimum working age of 15 years, even where local legislation permits younger children to be employed. Workers under the age of 18 shall only perform work in accordance with legal requirements of their country of employment (e.g. with regards to working time and working conditions) and subject to any requirement regarding education or training.

b. Forced labor

The supplier shall not use any form of forced, bonded, compulsory labor or modern forms of slavery. All labor must be voluntary. Workers must be allowed to maintain control over their identification documents (e.g. passports, work permits or any other personal legal documents). The supplier shall ensure that workers do not pay fees or make any payment connected to obtaining employment throughout the hiring process and the employment period. The supplier shall be responsible for payment of all fees and expenses (e.g. licenses and levies) relating to workers, where legally required. Punishment, mental and/or physical coercion as well as any other form of human trafficking are prohibited. Disciplinary policies and procedures shall be clearly defined and communicated to the workers.

c. Prohibition of harassment or abuse

Suppliers will work to establish workplaces where all employees are treated with respect and dignity. No employee shall be subjected to any physical, sexual, psychological or verbal harassment, abuse, corporal punishment, or monetary fine

d. Compensation and working hours

The supplier shall comply with all applicable local laws and mandatory industry standards regarding working hours, including overtime, rest breaks and paid vacation. The supplier shall compensate its workers in accordance with local minimum wage legislation and terms of applicable collective bargaining agreements as well as with industry standards. The supplier shall pay workers in a timely manner and clearly convey the basis on which workers are being paid (i.e. receive employment documents in a language they understand). Deductions from wages as a disciplinary measure shall not be allowed, if not legally permitted.

e. Freedom of association and collective bargaining

The employees of the supplier must be free to join or not to join a union/employee representation of their choice, free from threat or intimidation. The supplier recognizes and respects the right to collective bargaining in accordance with applicable local laws.

f. Diversity and inclusion

The supplier shall promote an inclusive work environment that values the diversity of its employees. The supplier shall be committed to equal opportunities and not discriminate or tolerate discrimination or harassment with respect to gender, ethnic and national origin, race, color, religion, age, disability, sexual orientation and identity, or any other characteristic protected by law.

2. Health and Safety

We expect our suppliers to strive to implement the standards of occupational health and safety at a high level by applying a health and safety management approach appropriate for the business. The supplier shall comply with applicable occupational health and safety regulations and provide a work environment that is safe and conducive to good health e.g. drinking water, in order to preserve the safety and health of employees, safeguard third parties and prevent accidents, injuries and work-related illnesses. This includes regular workplace risk assessments and the implementation of adequate hazard control and precautionary measures, including the provision of appropriate Personal Protective Equipment (PPE). Employees are to be adequately educated and trained in health and safety issues in a language they understand.

3. Data Protection, Information Security, and Disclosure of Information

The supplier shall adhere to applicable data protection laws, including security of personal data, as well as to respective regulation, e.g. GDPR, in particular with regard to personal data of customers, consumers, employees and shareholders. The supplier shall comply with all said requirements when personal data is collected, recorded, hosted, processed, transmitted, used or erased. The information security requirements applicable to suppliers with regards to any data entrusted to their control during and after their engagement with RefrigiWear® are based on international standards, such as the Code of Practice for Information Security Management. Suppliers should take account of the need to protect the confidentiality, integrity and availability of information. At all times the required level of information security and control to be ensured by suppliers must be commensurate with the sensitivity, value and criticality of the information being processed throughout the lifecycle of the information. The supplier shall safeguard and make only appropriate use of confidential information. The supplier shall comply with any contractual requirements on

data protection and information security and shall not disclose any information that is not known to the public.

4. Bribery and Corruption

The supplier shall comply with all applicable national and international anti-corruption laws and regulations. The supplier shall not (neither directly nor indirectly) offer, provide or accept anything of value to improperly influence an official act or to secure an improper advantage to obtain or retain business. This includes so-called facilitation payments or other benefits provided to public officials for routine non-discretionary actions.

5. Trade Regulation

The supplier shall comply with all applicable export control, sanctions and customs laws and regulations, including Prohibitions & Restrictions ("Trade Laws"). The supplier ensures itself, its beneficial owner(s), all its agents and any other subcontractors used by the supplier are not listed on any applicable Denied Party sanctions lists.

6. Facility Security

RefrigiWear® suppliers will maintain facility security procedures to guard against the introduction of non-manifested cargo into outbound shipments. Suppliers are further expected to cooperate with RefrigiWear® and its brands in meeting C-TPAT and other supply chain security requirements established by US Customs and Border Protection or other governmental security requirements.

7. Money Laundering and Financial Records

The supplier shall comply with applicable laws and regulations designed to combat money laundering activities. The supplier shall maintain financial records and reports according to applicable laws and regulations.

8. Right to Audit

RefrigiWear® reserves the right to visit any facility where RefrigiWear®, Samco®, Avaska®, or Flexitog product is produced or handled at any time. These visits may be conducted by RefrigiWear employees or 3rd party auditors on behalf of RefrigiWear®. Visits may be announced, semi-announced, or unannounced. Any denied access to a facility, workers at the facility, or information necessary to conduct the audit will be considered a violation of the Supplier Code of Conduct.

9. Free Competition

The supplier shall comply with applicable competition and anti-trust laws.

10. Conflict of Interest

A conflict of interest is any personal or financial interest, any business or personal activity or relationship, prior or current employment, or any obligation that may interfere with the ability to objectively perform job duties and responsibilities or impair independence and objectivity. Such conflict-of-interest situations include critical relationships such as a relationship by blood or marriage, partnership, participation or an investment in business partners or competitors. The

supplier shall immediately disclose any actual or potential conflict of interest related to its activities with RefrigiWear®

11. Source of Cotton Fiber

Due to ongoing concerns of forced labor and child labor in growing and harvesting cotton, RefrigiWear® has joined with many other brands in pledging to not knowingly use cotton or cotton-based products sourced from specific regions. Suppliers are required to comply with Uyghur Forced Labor Prevention Act (UFLPA).

12. Environment

The supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment. We expect our suppliers to strive to support RefrigiWear®'s environmental and climate protection commitments through the products and services they deliver, which should be done efficiently by taking the environmental impact into consideration. RefrigiWear® also expects its suppliers to report relevant data on environmental and climate protection upon request. We expect our suppliers to take environmental and climate protection appropriately into account in their own operations, for example, by setting climate protection goals for themselves and achieving them.

13. Conflict Minerals

The supplier shall comply with all applicable laws and resulting due diligence obligations with respect to the sourcing of minerals and materials from conflict affected regions and high-risk areas, which may contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

14. Community Outreach

RefrigiWear® encourages suppliers to give back to their local communities and engage in initiatives and activities that reflect the UN Sustainable Development Goals

15. Business Continuity Planning

The supplier shall be prepared for any disruptions of its business (e.g. natural disasters, terrorism, supply chain disruptions, communicable disease outbreaks – epidemics or pandemics, information security issues, cyber-attacks). This preparedness includes business continuity plans that protect both employees as well as the environment from the effects of possible serious disruptions that may arise within the domain of operations.

16. Business Partner Dialogue

The supplier shall implement equivalent standards e.g. ethical standards, to the ones laid out in this Supplier Code of Conduct for their own suppliers, as part of fulfilling their contractual obligations.

17. Respect and Duty of Care

All Suppliers are required to act and interact with respect and in good faith with employees of RefrigiWear®. Suppliers are to exercise due care in the use of property and equipment entrusted to

them, as if the property is their own. When using property or materials that carry a RefrigiWear® trademark or brand, all suppliers shall exercise particular care as any of their actions or activities may be associated with RefrigiWear®. Any unauthorized use of branded or trademarked materials or equipment is to be avoided. It is considered a misuse of RefrigiWear® branded or trademarked materials and equipment if even an appearance of impropriety can be inferred.

18. Compliance with CofC

RefrigiWear® reserves the right to check compliance with the requirements of this Supplier Code of Conduct, for example through self-assessments and audits either by RefrigiWear® or a third party. The supplier shall strive for continuous improvement, such as setting measurable targets on the environment, working conditions or diversity, and reporting on progress for sustainability. In case a breach is identified, the supplier shall create an incident report and present a corrective action plan. The terms and conditions set forth in this Supplier Code of Conduct reflect RefrigiWear® values and commitment to its customers, the communities which we serve and the protection of the environment. Therefore, any breach of these terms and conditions must be cured without prejudice to any other contractual remedies RefrigiWear® maybe entitled to, any failure to cure such a breach immediately will cause RefrigiWear® to consider ending the commercial relationship.

19. Reporting Irregularities

RefrigiWear encourages anyone who wishes to report any violations from what is outlined in this Supplier Code of Conduct to write and email to quality@refrigiwear.com

20. Continuous Improvement

The supplier shall feel encouraged to proactively approach RefrigiWear® with innovative ideas which contribute to further social, economic or environmental improvement. RefrigiWear® values the open exchange of new ideas and is willing to explore new opportunities jointly with suppliers.

21. Supplier Code of Conduct visibility on site

A copy of RefrigiWear®'s Supplier Code of Conduct must be posted in a strategic location at the supplier's place of business so that each member of the organization has access to the information. Suppliers are responsible for translating the document in the native languages of all workers. The supplier will provide RefrigiWear® with a copy of the translation.