

Peek&Cloppenburg

D Ü S S E L D O R F

* There are two independent companies Peek&Cloppenburg with their headquarters in Düsseldorf and Hamburg. This is the Supplier Code of Conduct of Peek & Cloppenburg B.V. & Co. KG, Düsseldorf, whose store locations can be found at peek-cloppenburg.de/de/stores.

Supplier

Code of Conduct

WE CARE
TOGETHER

We expect from our suppliers that they live by high standards for their actions. For this reason, We have developed this Supplier Code of Conduct, which defines the minimum standards for any and all business relationships.

JC Switzerland Holding AG, Zug, and its directly or indirectly affiliated companies (hereinafter referred to collectively as “Peek&Cloppenburg” or “We”) are a leading fashion retailer in Europe. In light of this market position, We are aware of the responsibility We have for others. As part of our defined strategy, the topic of sustainability affects all of our business areas. Accordingly, We have set strict standards for our conduct that guide us in our business activities. These standards are set forth in our **Code of Conduct**, which is accessible on the website at **[peek-cloppenburg.com](https://www.peek-cloppenburg.com)**

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1 Social responsibility

All human beings are born free and equal in dignity and rights.

Article 1, sentence 1 of the Universal Declaration of Human Rights

1.1 Human rights

It is our overarching objective to protect and respect the human rights of each individual. We therefore observe human rights, ensure fair working conditions and abide by social standards in our daily business. In addition, We also support human rights along our value chain and review suspicions of human rights violations within the scope of our business activity. We therefore expect from our suppliers that they also observe human rights, ensure fair working conditions and abide by social standards.

The Supplier must ensure, in particular, that the following risks are prevented and the following rights are protected:

- **Prohibition of child labour:** In accordance with the core labour standards of the International Labour Organization (ILO), the Supplier is forbidden to use child labour. Specifically, the Supplier must not employ children who are below the permissible minimum age. The permissible minimum age is the age when compulsory
- **Prohibition of forced labour and slavery:** The Supplier is prohibited from using forced labour. Labour must be performed on a voluntary basis

school attendance ends according to the applicable national law and it is no less than 15 years of age. Likewise forbidden are the worst forms of child labour as well as all forms of slavery or slavery-like practices, such as the sale of children and child trafficking, debt bondage, and indentured servitude, as well as forced or compulsory labour, including forced or compulsory recruitment of children for deployment to armed conflicts, and involving or placing children in and offering them for prostitution, the production of pornography or pornographic depictions, and involvement, placement or offering of a child for prohibited activities, in particular for producing or dealing drugs and any work that by its nature or based on the circumstances under which it is performed is likely to be harmful to the health, safety or morals of children.

in all cases and must not be demanded under threats of punishment. In accordance with the ILO core labour standards, the Supplier therefore pledges not to use forced labour or illegal compulsory labour, foremost in the forms of debt bondage, human trafficking, slavery, slavery-like practices, indentured servitude or other forms of dominion or oppression being exercised in the context of the workplace, for example, by extreme economic or sexual exploitation and degradation. The Supplier is to ensure that its workers retain control of their identification documents and that they do not pay any fees or make any other payments for being hired. Any fees and levies to be paid in connection with the Supplier's workers pursuant to local laws must be paid by the Supplier.

- **Protection from discrimination:** The Supplier must not treat any person unequally based on national and ethnic origin, social background, health status, disability, sexual orientation, age, gender, political belief, religion or ideology, where this is not justified by the inherent requirements of the employment. Unequal treat-

ment is constituted in particular in the payment of unequal wages for equal work.

- **Right to health and safety at the workplace:** The Supplier must make the protection and promotion of its workers' health the highest priority. The Supplier must strictly observe the applicable health and work safety laws. In particular, the Supplier must comply with the safety standards in the provision and maintenance of the workplace, the personal work station, and the work equipment. It must implement appropriate protective measures to prevent effects from chemical, physical, and biological substances, and prevent excessive physical and mental fatigue, specifically by means of a suitable organisation of work with regard to working times and breaks. In addition, the Supplier must assure sufficient job training and instruction for its workers with regard to work safety.
- **Freedom of association and right of collective bargaining:** The Supplier recognises the right of all its workers to associate freely in labour unions or to join unions. The Supplier must not take the

founding, joining and membership in a labour union as reason for unjustified discrimination or repercussions. The labour unions are permitted to operate freely in compliance with the applicable national law. This includes, in particular, the right to strike and the right of collective bargaining.

- **Appropriate remuneration:** The Supplier must pay its workers in line with the local industry and labour market standards and the local legislation on minimum wages, and in compliance with the terms of the valid collective wage agreements where such apply. The Supplier must pay its workers in a timely manner and communicate to them the basis on which they are paid in clear terms.
- **Working times:** The Supplier must follow all applicable local laws regarding working times including overtime, breaks and paid holiday leave.
- **Prohibition of harmful soil modifications, noise emissions, water and air pollution or excessive water consumption:** The Supplier must not cause any



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harmful soil modifications, harmful noise emissions or excessive water consumption capable of significantly impairing the natural bases for the preservation and production of food, nor prevent access for any person to unpolluted drinking water, nor obstruct or destroy any person's access to sanitary facility nor impair the health of any person.

- **Prohibition of Illegal forced evictions and deprivation of land:** The Supplier must prevent that any illegal forced evictions or illegal deprivation of land, forests and waters are caused by the acquisition, building or other use of land, forests and waters the use of which secures a person's livelihood.
- **Security services:** The Supplier must ensure that it does not contract or use private or public security services for

the protection of a business project if, due to insufficient instruction or control by the Supplier, the prohibition of torture and cruel, inhumane or degrading treatment is violated or life of limb are injured, or the freedom of assembly and association is restrained by the use of the security services.

- **Other prohibitions:** The Supplier is also prohibited from any actions or omissions in violation of duties beyond the prohibitions explicitly named in Sec. 1.1, which, likewise as the named prohibitions, are capable of violating any one of the aforementioned protected rights in a particularly serious manner and the illegality of which is apparent in a rational assessment of all circumstances coming into consideration.

1.2. Environmental protection

The Supplier must comply with all legal requirements applicable to it with regard to the environment and sustainability. The Supplier must obtain all required environmental permits and approvals.

The Supplier furthermore warrants:

- It does not violate the requirements of the Minamata Convention of 10 October 2013 on the prohibited production, use or disposal of mercury;
- It does not violate the requirements of the Stockholm Convention of 22 May 2001 on the prohibited production or use of persistent organic pollutants (POPs) and the handling of POP-containing wastes in any manner that harms the environment;
- It does not violate the requirements of the Basel Convention of 22 March 1989 in the current version on the prohibited import and export of hazardous wastes.

1.3. Conflict materials

The Supplier must strictly observe all regulations and laws applicable to it with regard to the procurement of minerals and materials originating from conflict and risk regions, especially regarding the responsibility for a conflict-free procurement of 'conflict minerals' in order to ensure that the use and sale of conflict materials by upstream suppliers neither directly nor indirectly favours the trading of conflict materials by armed groups and security forces. 'Conflict materials' means minerals and metals as listed in Annex I of EU Regulation No 2017/821. The Supplier will in particular observe the requirements of EU Regulation No 2017/821 and its delegated legal acts as well as their implementing acts.

1.4. Animal protection

Animal protection is an important part of our society. We take our responsibility for animal protection very seriously and are aware that

the textiles industry contributes in many aspects to causing challenges for animals and the environment. Accordingly, We have developed an Animal Protection Policy and expect from our suppliers that they also adhere to the requirements specified therein in the same way as We do ourselves. The Animal Protection Policy is accessible at: we-care-together.com/de/tierschutz-policy

The Supplier must not use any materials derived from wild animals for the manufacturing of our products. This also applies to materials derived from exotic, threatened or endangered species, which are included in the Convention on International Trade in Endangered Species (CITES) or the Red List of the International Union for Conservation of Nature (IUCN).



2 Responsibility as market actor

2.1 Product responsibility

The Supplier is responsible for ensuring the safe handling of its products and services. They must not be associated with any drawbacks or risks for the safety and health of people and the environment. The Supplier must observe the applicable statutory and official regulations on compliance with the requirements of product conformity and product safety, respectively. For this purpose, the Supplier must use methods, processes and production facilities according to the state of the art. The Supplier must meet high quality standards in application of its quality assurance system. The Supplier must ensure by the continuous monitoring of products that these standards are met.





2.2 Fair competition and intellectual property

The regulations of competition and anti-trust law assure fair and free competition, which guarantees free business and effective consumer protection. They are specifically aimed against colluded, competition-restraining modes of conduct between competitors and against the abuse of a market-controlling position. The Supplier must comply with the regulations of competition and anti-trust law. In particular, the Supplier must refrain from any impermissible agreements or colluded modes of conduct with competitors. The Supplier must furthermore ensure fair business practices and respect the rights of intellectual property and business secrets of third parties.

2.2 Corruption prohibition

The Supplier must strictly adhere to all applicable laws against bribery and corruption. It is strictly prohibited to offer any impermissible payments (bribes, kickbacks) to public officers or persons acting in the private economy, and to accept or merely discuss such impermissible payments.

2.3 Transparent interest representation

The Supplier will utilise the legally permissible possibilities of exerting political influence (e.g. through business associations) in a manner that is transparent and permissible at all times. The Supplier must simultaneously preserve its neutrality in the interaction with political parties and interest groups.

3 Responsibility in the Supplier's own sphere of business



3.1 Data privacy

The Supplier takes the protection of personal data (e.g. names, addresses, dates of birth) of its employees, business partners, customers and third parties seriously. The Supplier may gather, store, process and use personal data exclusively in compliance with the legal requirements.

The Supplier will also process any other, non-personal data in a responsible manner in all cases and in compliance with the applicable laws. The Supplier undertakes to act with complete transparency in the handling of data.

3.2 Money laundering

The Supplier must not be misused for illegal purposes. The Supplier must comply with all applicable laws on the fight against money laundering. In the relationship with its business partners, the Supplier must ensure that it does not enable the concealment of funds from illegal origin through its business activity. Whenever the

Supplier makes or receives payments to or from business partners, it must look for warning signals of money laundering.

3.3 Export control, taxes and customs duties

The Supplier is subject to a range of foreign trade regulations. These regulate the import, export or transfer of products, services and the payment transactions crossing certain country borders. These can encompass the complete prohibition of trade with certain countries. The Supplier must accordingly adhere to the export, tax and customs regulations in all countries in which it operates business.

4 Rights and duties



4.1 Audit right

We reserve the right to audit the compliance with the standards under this Supplier Code of Conduct. We have the right to conduct a review of the compliance with the standards under this Supplier Code of Conduct, either by ourselves or through an auditor at appropriate intervals, without requiring a specific reason. For this purpose, the Supplier must allow us or the auditor, during its common business hours, to access its operating sites and inspect all documents, data and systems relating to the performance of the concluded contracts. The Supplier is permitted to take suitable measures for the protection of its business and trade secrets and to protect the confidentiality of its customer data.

4.2 Information requirements

The Supplier must inform us regularly about any violations and risks it has identified and of any countermeasures

it may have taken, and notify us whether, when and to what extent these measures have been effective.

4.3 Cooperation duties

The Supplier must cooperate with us and support us to the best of its ability for the measures required by the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz) with regard to the termination, prevention and minimisation of risks relating to human rights and the environment, in particular, for the implementation of warranted preventive and remedial measures.

4.4 Participation in instructions and advanced training

The Supplier is obligated to participate in instructions and advanced training offered by us on the topic of supply chain due diligence.

Naming of upstream suppliers

Upon request, the Supplier must provide individual names of its upstream suppliers who are part of the high-risk supply chain.

Complaint system

Our digital complaint system is accessible at: peekcloppenburg1ksg.integrityline.com. This complaint system must be considered by the Supplier who must inform its employees internally about the complaint system in a suitable manner.

Transfer to indirect suppliers

The Supplier guarantees to be in compliance with the expectations regarding human rights and the environment as defined in this Supplier Code of Conduct as well as to transfer and forward them to its own suppliers.

Continuous review and necessary adjustment

The standards set forth in this Supplier Code of Conduct that are to be observed by the Supplier can be adjusted at any

time, dependent on the results of the risk analysis We perform on a continuous basis in accordance with the German Supply Chain Due Diligence Act. The Supplier will be informed by us about this one month before the effective date of any adjustment and it will have the possibility to object to this within two weeks from taking notice; We will advise the Supplier separately again of this possibility in the specific case.

Legal consequences in the event of a violation of the standards

In the event of serious violations of this Supplier Code of Conduct, We will have the right to temporarily suspend the business relationship and terminate it without notice after idle expiration of a grace period, if continuing the contract until its ordinary termination is reasonable to us. The right of extraordinary termination without setting a grace period remains unaffected, as does the right to claim damages.



Together
for a better tomorrow.

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