

CODE OF CONDUCT POLICY





VIVOBAREFOOT

VISION
TO RECONNECT PEOPLE AND
PLANET

PURPOSE
INSPIRE A WORLD WITH LESS
PADDING AND MORE FEELING

PROPOSITION
CREATE REGENERATIVE FOOTWEAR
AND EXPERIENCES THAT LITERALLY
BRING YOU CLOSER TO NATURE

CODE OF CONDUCT FOR MANUFACTURERS AND SUPPLIERS

Vivobarefoot are building a network of regenerative manufacturing operations that define standards for fair, safe and healthy working conditions and environmental responsibility. For us, a commitment to promoting and protecting human rights, personal health and safety and the natural environment we all operate in, is essential to doing responsible business.

Vivobarefoot seeks to hold long-term partnerships with Suppliers and Manufacturing Partners that share the same values.

This Code of Conduct sets out minimum requirements for our value chain, for good working conditions and workplace rights.

All Vivobarefoot Suppliers and Partners (including contractors) that manufacture, finish, pack or otherwise handle goods or perform services for Vivobarefoot, must comply with this Code of Conduct and all applicable laws and regulations in the countries and territories in which they operate. Where the requirements of this Code of Conduct set a higher standard than is required by local laws and regulations, suppliers and partners must align with the requirements of this Code of Conduct.

Suppliers and Manufacturing Partners are also responsible for distribution, education and ensuring compliance of this Code of Conduct and all relevant laws and regulations with their own business partners and upstream value chains.

LEGAL AND CODE COMPLIANCE

Suppliers and Manufacturing Partners are expected to comply with and will be monitored to:

- All relevant and applicable laws and regulations of the country in which the business operates and workers are employed including those at the federal, state/provincial and local community levels;
- This Code of Conduct;

International laws relating to business integrity, employment, health and safety, and environmental protection. Vivobarefoot holds its Suppliers and Manufacturing Partners responsible for reporting to Vivobarefoot Management any potential or actual breach of applicable laws relating to the operations of sites and employment of Workers.

Regular progress reporting on adherence to the requirements in this Code are expected to be willingly shared with Vivobarefoot Management on an agreed periodic basis. Whilst Vivobarefoot may, from time to time, carry out audits or testing in accordance with due diligence requirements, our preference is to operate an management platform approach.

Suppliers and Manufacturing Partners are expected to cover the cost of any audits, testing or platform to monitor and report on compliance to this Code to Vivobarefoot.

EMPLOYMENT IS FREELY CHOSEN

There must be no forced or compulsory labour in any form, including bonded, indentured, trafficked, or prison labour and overtime must be voluntary. Suppliers are required to monitor any third party entity which assists them in recruiting or hiring employees, to ensure that people seeking employment at their facility are not compelled to work through force, deception, intimidation, coercion or as a punishment for holding or expressing political views.

Any fees associated with the employment of Workers must be paid by the Employer. Workers must not be required to lodge any monetary deposits or their identity papers with their Employer and Workers must be free to leave their Employer after reasonable notice.

FREEDOM OF ASSOCIATION AND RIGHT TO COLLECTIVE BARGAINING

Workers, without distinction, must have the right to join or form trade unions of their own choosing and to bargain collectively.

The employer must adopt an open attitude towards the activities of trade unions and their organisational activities.

Worker representatives must not be discriminated against and have access to carry out their representative functions in the workplace.

Where the right to freedom of association and collective bargaining is restricted under law, the employer shall facilitate, and not hinder, the development of parallel means for independent and free association and bargaining.

All suppliers shall develop and fully implement effective grievance mechanisms which resolve internal industrial disputes, employee complaints, and ensure effective, respectful and transparent communication between employees, their representatives and management.

WORKING CONDITIONS ARE SAFE AND HYGIENIC

A safe and hygienic working environment shall be provided, bearing in mind industry knowledge and any specific hazards.

Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

Workers shall receive regular and recorded health and safety training, and such training shall be repeated for all new or reassigned workers.

Access to clean toilet and sanitary facilities, potable water, and, if appropriate, food storage facilities shall be provided.

Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

The company, observing the code shall assign responsibility for health and safety to a senior management representative.

The cost of clothing and protective equipment required to perform work safely must be paid in full by the Employer.

CHILD LABOUR MUST NOT BE USED

No person shall be employed under the age of 15 or under the age for completion of compulsory education, whichever is higher.

Juvenile workers (ages 15-17) shall not perform work which, by its nature or the circumstances in which it is carried out, is likely to compromise their health, safety or morals.

Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour, to enable her or him to attend and remain in quality education until no longer a child.

These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

LIVING WAGES ARE PAID

In addition to compensation for regular working hours, overtime must be offered fairly and employees must be compensated for overtime hours at the rate legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate exceeding the regular hourly compensation rate by at least 125%.

Where Workers' basic remuneration is based on their output (piece-rate in manufacturing), the payment must still meet or exceed the legal minimum wage or the appropriate prevailing wage, whichever is higher. A formal, agreed calculation must be in place which ensures that Workers are paid fairly and able to meet legal minimum wage, or above, within normal working hours.

Legally required deductions that entitle Workers to state benefits must be made and passed on by the Employer to the State.

Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs and to provide some discretionary income.

All Workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and the particulars of their wages for the pay period concerned each time they are paid.

Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the Worker concerned.

All disciplinary measures should be recorded.

WORKING HOURS ARE NOT EXCESSIVE

Working hours must comply with national laws, collective agreements, and the provisions below, whichever affords the greater protection for Workers.

Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.

All overtime shall be voluntary. Overtime shall be used responsibly, taking into account the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment.

The total hours worked in any seven-day period shall not exceed 60 hours, except where covered by clauses within this section.

Working hours may only exceed 60 hours in any seven-day period in exceptional circumstances where all the below are met:

- This is allowed by national law;
- This is allowed by a collective agreement freely negotiated with a Workers' organisation representing a significant portion of the workforce;
- Appropriate safeguards are taken to protect the workers' health and safety; and
- The employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

Workers shall be provided with at least one day off in every seven-day period or, where allowed by national law, two days off in every 14-day period.

NO HARSH OR INHUMANE TREATMENT

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation are prohibited.

No discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

All Employers shall ensure that Workers receive equal treatment in all aspects of employment.

All employment decisions must be made based on the principle of equal employment opportunity, and shall include effective mechanisms to protect migrant, temporary or seasonal workers against any form of discrimination.

REGULAR EMPLOYMENT IS PROVIDED

To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

NO BRIBERY & CORRUPTION WILL BE TOLERATED

Suppliers, Manufacturing Partners and their employees must comply with all applicable anti-bribery and corruption laws.

Anti-corruption and bribery procedures must be in place to prevent employees or persons associated with its business from committing offences of bribery or corruption.

These procedures must be properly implemented in the business and reviewed regularly to ensure that they are effective.

UNAUTHORISED SUBCONTRACTING

Vivobarefoot do not permit the use of unauthorised sub-contracting under any circumstances.

Any additional Manufacturing Partners required, must be proposed to and authorised by Vivobarefoot before use.

TRACEABILITY

Suppliers and Manufacturing Partners are responsible for ensuring the integrity of production and product content claims.

Information on facilities, mills, farms or other sites involved in the production of Vivobarefoot products shall be monitored and provided, upon request, to Vivobarefoot who reserves the right to publish all information to consumers and the general public.

QUALITY STANDARDS

Quality is a result of clarity, capable and well-integrated systems, and good communication. In order to achieve this, Suppliers must have a clearly documented quality system and quality improvement plan.

The system must include reliable "in process" and final finished goods inspections and procedures as well as finished goods metal detection that meet quality standards highlighted in the Vivobarefoot Product Testing Manual.

Inspections must be completed by a trained Quality Assurance (QA) person, provided by the factory. They need to be granted autonomy and support in order to provide an unbiased report.

ENVIRONMENTAL IMPACT

Suppliers and Manufacturing Partners should monitor and reduce the environmental impact of their operations.

At a minimum, efforts should be made to:

- Monitor resource use (energy and water) and reduce consumption
- Use or procure renewable energy
- Eliminate the use of virgin synthetic materials and single-use plastics
- Have appropriate measures in place for water, air and land pollution prevention and control
- Prevent the use and discharge of toxic chemicals
- Reduce or eliminate the use of non-renewable packaging
- Respect the humane treatment of animals
- Seek opportunities to improve biodiversity in local ecosystems

Where possible, adoption of new technologies and solutions to improve environmental impacts should be prioritised.

Business plans and strategic goals that aim to enable a net-positive (regenerative) impact on the health of Workers and the Environment should be set and implemented properly across the business.

COMMUNITY

Suppliers, Partners and their employees, are encouraged to support local social and environmental community charity efforts by volunteering time and/or providing other types of support as appropriate.

GRIEVANCE PROCEDURE

All suppliers must develop and fully implement effective grievance mechanisms which resolve internal industrial disputes, employee complaints, and ensure effective, respectful and transparent communication between employees, their representatives and management.

Vivobarefoot would like to know of any instances in which our suppliers or partners of our suppliers are violating any of these codes. Please email us at supplyhubs@vivobarefoot.com in your local language. All information that we receive will be kept in strict confidence and your identity protected.

THIS CODE OF CONDUCT AND OUR SEPARATE GRIEVANCE EMAIL ADDRESS DOCUMENT MUST BE POSTED NEXT TO EACH OTHER WITHIN THE FACTORY IN A CONSPICUOUS, FREELY ACCESSIBLE AREA IN THE LOCAL LANGUAGE(S) OF THE EMPLOYEES