

GLOBAL FASHION GROUP S.A.

Supplier Code of Conduct

SCOPE & APPLICABILITY:

The Supplier Code of Conduct of Global Fashion Group (“GFG”) defines minimum labour standards that aim to achieve decent working conditions. This Code of Conduct (“Code”) applies to all suppliers of GFG and its subsidiaries (Zalora, The Iconic and Dafiti). For the purpose of this Code, “Suppliers” refers to any suppliers of merchandise goods to GFG and its subsidiaries, and includes, vendors, agents, factories, subcontractors, mills and farms involved in production of materials, inputs and raw materials further down the supply chain, even where GFG or its subsidiaries do not trade with them directly and where they are working on behalf of GFG’s own-brands, Marketplace vendors or its third party brand partners. Suppliers also refers to suppliers of non-merchandise goods and services used in or by the operations of GFG or its subsidiaries.

INTERFACE OF THIS CODE WITH LOCAL & INTERNATIONAL LAW:

All Suppliers are expected to comply with all applicable laws and regulations including those applicable to workers and to implement this Code in the relevant facilities. In case of conflict between this Code and applicable laws and regulations, the Supplier shall apply the one which sets out the highest standard. This Code is based on (i) the Universal Declaration of Human Rights of 1948; (ii) ILO Declaration on Fundamental Principles and Rights at Work; (iii) OECD Guidelines; (iv) UN Global Compact; and; (v) Ethical Trade Initiative Base Code.

EMPLOYMENT PRACTICES:

Child labour: Employment of children in any form is strictly prohibited. Suppliers must engage workers whose age should not be below the age for finishing compulsory schooling, and in any case not less than 15 years or of the legal minimum age for working in any specific country, whichever is greater. Further, workers below 18 years of age may not be employed in hazardous conditions or at night. The Supplier shall comply with all applicable local laws relating to employment of minors, including employment contracts, access to education, wages, working hours, overtime and working conditions. No children are allowed in the production area, even if they are not working.

Forced labour: All forms of forced, indentured and bonded labour are prohibited, including all forms of modern slavery (including human trafficking, bonded labour, descent-based slavery, forced and early marriage and domestic servitude) and compulsory overtime. The employer must cover any commissions and other fees in connection with recruitment employment. Workers’ passports or identity documents should never be retained by the employer, and withholding of bonds or deposits is not allowed. Workers must be able to voluntarily end their employment without any restrictions. Any restrictions on workers to voluntarily end their employment, such as excessive notice periods or substantial fines for terminating their employment contracts are prohibited. We do not accept the use of prison labour or illegal labour in the production of goods or services for GFG. Workers must have free access to toilets, water and breaks without any disadvantage, disciplinary action, discrimination or termination.

Harassment and abuse: Workers must be treated with respect and dignity and may not be subject to any form of physical abuse or discipline, corporal punishment, the threat of physical or psychological abuse, sexual or other harassment and verbal abuse or other forms of intimidation. Workers must be able to express criticism and concerns about conditions in the workplace to their supervisor or to management without fear of retribution, loss of employment or other reprisals. This standard does not prohibit disciplinary procedure compliant with applicable laws provided it is proportional to the breach, documented in the personal records of the worker and clearly communicated to him/her and does not entail any form of deduction to the worker’s pay. .

Discrimination: All workers must be treated equally and without discrimination. Workers must not be subjected to discrimination in employment, including recruitment, hiring, training, pay and working conditions, job assignments, compensation, promotion or discipline, termination and retirement on the basis of gender, race, religion, caste, age, social background, diseases, disability, sexual orientation, pregnancy, marital status, nationality, political opinion, trade union affiliation, social or ethnic origin or other status protected by law. Effective measures are to be taken against the exploitation of migrant workers to protect them from all forms of discrimination and to offer them an appropriate support adequate to their special status. Migrant workers shall have exactly the same entitlements as local workers and be employed in line with the Guiding Principles for Recruitment & Employment of Labour Service Provider Staff.

Freedom of association and collective bargaining: The rights of workers to lawfully associate or not to associate with groups of their choosing shall be respected, as per applicable laws, and without interference from management. The right of workers to engage in collective bargaining as permissible by law shall also be recognised.

Regular employment: To every extent possible work performed should be on the basis of a recognised stable employment relationship established through national law and practice and employment contracts, written in a language workers can read, and should be agreed by both parties. The Supplier shall not avoid obligations to workers under labour or social security laws and regulations arising from the regular employment relationship. Workers employed through an agent or contractors are the responsibility of the Supplier, and are thus covered by this CoC.

Wages and benefits: All workers must be paid in a timely manner and provided with a written statement they are able to understand. Workers should not be paid less than the minimum wage as required by the industry standard or by local laws, whichever is higher. Wages paid to workers should be sufficient to cover for their basic needs, allow for some discretionary income and constitute the prevailing living wage in that location. Suppliers to GFG's own brands should undertake a living wage benchmark assessment in line with the agreed GFG methodology (provided upon request) and provide open costings, detailing worker wage components. Workers must also be provided with legally mandated benefits, including holidays, leaves, and statutory compensations at the time of ending employment.

Working hours: Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week or as per legal requirements, whichever is lower. The duration of working hours including overtime shall not, on a regular basis, exceed 60 hours per week or as per legal requirements, whichever is lower. Workers working on a rotational basis, including outsourcing workers, must be free to independently choose other work schedules without coercion. Suppliers must comply with applicable laws governing regular working hours and overtime hours. All overtime hours are voluntary and must be compensated at a premium rate of no less than 25% more than the regular pay rate, or as per legal requirements, whichever is higher. Workers must be provided with at least 24 consecutive hours of rest in every 7 days period, and must also be granted paid annual leave as per local employment regulations.

Grievance system: Suppliers shall have an effective in-factory grievance system that allows all workers to raise grievances concerning labour right harms and to independently seek resolution of them. The grievance system should include multi-channels of mechanisms to allow workers to raise anonymous grievances that are kept confidentially and handled impartially within reasonable timelines. Workers should be well informed about the process and the resolution of their grievances. The system should also include procedures to track the number, types, and timing and resolution of grievances. Suppliers shall guarantee there be no retaliation against or discrimination towards workers who file grievances.

WORKING CONDITIONS

Health and safety: Workers must be provided with a safe, healthy, hygienic and hazard free work environment that does not pose any risk to Workers' health or life. Suppliers shall take steps to prevent accidents, injury and disease in the workplace by minimising the cause of hazards and appointing trained and responsible persons to be responsible for health and safety. Workers must be provided with adequate and regular safety training and equipment when handling hazardous material or working with dangerous tools. All production facilities must have trained personnel on first aid and be equipped with appropriately stocked first aid kits. All buildings, including manufacturing and storage locations, must be structurally safe and hold the appropriate licences required by local law.

Fire, electrical and structural safety: All Suppliers must comply with local laws and regulations related to fire protection, electrical and structural safety at their offices and production facilities. Workers must be trained about physical safety, emergency evacuation and other basic training to cope with fire or structural hazards. Emergency exits must be unlocked during working hours, aisles and exits must be kept clear, and exits and evacuation routes must be sufficient to allow workers to exit safely. Workers must be allowed to raise concerns regarding unsafe working conditions to their supervisors or to management without fear of reprisals or disciplinary actions. Supplier must ensure that railings guard all stairs, platforms, and elevated floors.

Certification and record keeping: Suppliers shall obtain certification from relevant local authorities for all production or other facilities. A log of incidents and corrective action plans along with an updated status shall be maintained at all production facilities. Regular inspection records for potentially dangerous equipment, such as boilers, generator, pressure / LPG tank, must be kept accessible and up to date.

Accommodation: Suppliers shall comply with relevant legal requirements for housing facilities. No restrictions shall be applied which interfere with the workers' right to leave the housing facility during their free time. Separate toilets and bathing facilities shall be available for men and women. Suppliers shall also ensure reasonable living space, cleanliness, privacy, quietness, safety, personal hygiene and access to drinking water. The infrastructure of the buildings shall ensure the personal safety of the Workers and appropriate fire safety provisions must be in place. Dormitories must not be in the same building as any be clearly separated from the production facility and/or warehouse.

ENVIRONMENTAL PROTECTION

Environmental standards: Suppliers must undertake reasonable measures to avoid any adverse impact on human health and/or the environment by avoiding or minimising pollution from manufacturing activities, and promoting sustainable use of such resources as energy and water. All required

environmental permits and licences must be kept up to date and where requested, suppliers should provide GFG with data related to environmental impacts, including energy and water consumption, waste production and chemicals usage.

Pollution: Suppliers shall manage all waste in a way that minimises contamination of the environment, promoting programs to minimise the generation of waste, increasing recycling and reuse and disposing properly of all wastes. Suppliers must keep up to date original copies of all relevant environmental permits and licenses for their operations. Suppliers shall ensure that all measures are taken to avoid severe pollution to the environment as a consequence of their business operations or that of their subcontractors.

Banned substances: Suppliers shall implement necessary controls to ensure that hazardous materials and substances that are banned by international organisations/regulation (e.g. European Union) or local regulations and standards are not be used in the manufacturing process.

Water Management and Wastewater Treatment: Water should be used as efficiently as possible. Suppliers shall ensure all outgoing wastewater from wet processes must be treated before it is discharged. The treated wastewater quality must meet the requirements set in local legislation, or the parameters found in BSR's wastewater quality guidelines, whichever is stricter.

COMPLIANCE

Local laws and regulations: Suppliers and their subcontractors shall comply with all local and national laws and regulations of the jurisdictions in which the suppliers are doing business as well as the practices of their industry. Suppliers and their subcontractors shall further work with suppliers who are committed to meeting required standards as per local and national laws.

Anti-Corruption and Anti-Bribery: Suppliers confirm that they comply with local, national and international regulations related to anti-corruption. Suppliers do not tolerate or participate in any form of corruption, whether it is bribery or accepting or granting advantages or benefits. The same applies for other forms of influence such as fraud, extortion, embezzlement or similar acts. Appropriate internal regulations are implemented across Suppliers to uncover relevant influences and to prevent them. In addition, Suppliers are obliged to report any act or suspicion of corruption.

Right to Inspect: Suppliers agree that representatives of GFG, its subsidiaries or an organisation nominated by GFG or its subsidiaries agent can inspect their or their subcontractors' or suppliers facilities to implement and monitor standards specified in this Code. Such inspections may, at GFG's discretion, take place on an unannounced basis whereby the inspectors must be granted immediate access to the facilities and related records. Where non-compliances with this Code are identified, the management of the audited facility will work with GFG or its subsidiaries on the development of an appropriate timed action plan and GFG will follow up on the implementation of this plan. Unwillingness to engage with the Ethical Trading Program of GFG or repeated non-compliance may result in the termination of the business relationship.

Transparency: Trust and transparency are fundamental requirements in any supply relationship with GFG. Suppliers are required to be transparent both during inspections (by providing accurate and truthful information and documentation) and in the normal course of business by, where requested, providing timely and accurate information to GFG about all practices related to production including locations and their processes, use of subcontractors or agencies, third parties and homeworkers, etc.) and . Providing inaccurate or incomplete information to GFG, including about the manufacturing locations and processes conducted within factories, is both considered a breach of trust and of contract and GFG or its subsidiaries reserve the right to terminate the relationship where the supplier is not transparent.

Subcontracting: The use of subcontractors for any part of the production is strictly prohibited unless it is pre-approved in writing by GFG or its subsidiaries but only after (i) the subcontractor has agreed to comply with this Code , and (ii) the subcontractor has successfully passed an audit conducted by GFG or by an agent on its behalf. Suppliers are responsible for ensuring compliance with the Code t by subcontractors. Non-compliance by subcontractors may result in the termination of the business relationship with the Supplier.