

KUYICHI

CODE OF CONDUCT

2025



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DOCUMENT INTRODUCTION

KUYICHI Code of Conduct is meant to be a guiding document. Supplier and KUYICHI will work collaboratively towards better practices. To achieve this, Supplier and KUYICHI need to be transparent and supply each other openly with the required information and insights. We take great pride in working with so many suppliers and partners over the years who want to move forward with us. We believe in long-term relationships with our business partners to jointly achieve improvements in social and environmental standards.

The KUYICHI Code of Conduct and its accompanying documents explain how we do business together, what we expect from our business partners and what you can expect from KUYICHI. We expect our suppliers to implement and monitor their social and environmental standards and meet the minimum requirements described in these documents. The policies apply to all the factories, facilities and other workplaces of our suppliers, their suppliers and subcontractors and other business partners that KUYICHI works with.

The requirements are set to prevent and minimise causing or contributing to negative impacts on people, the environment and society. All policies are based on different international guidelines and resources, such as but not limited to the Universal Declaration of Human Rights¹, OECD Due Diligence Guidance for Responsible Business Conduct², United Nations Guiding Principles on Business and Human Rights³ and International Labour Standards (ILO) conventions⁴.

We expect all partners of KUYICHI to comply with all applicable national laws, regulations and minimum standards as their genuine legal obligations. If KUYICHI's requirements contradict the national legislation, the law prevails. Supplier needs to inform KUYICHI if this occurs. We do expect that our Suppliers are willing to work towards improvements in their facilities that go beyond the law. That is why requirements in this document often go beyond legislation. We see human rights and environmental due diligence as a shared effort between Supplier and Kuyichi in which both have to do their part.

GLOBAL ORGANIC TEXTILE STANDARD & GLOBAL RECYCLE STANDARD

KUYICHI has been GOTS-certified since 2019 and GRS-certified since 2021. We take great pride in closing the certification chain with our suppliers and being able to market GOTS & GRS-certified products to the consumer. Together, we will strive towards better organic and environmental practices.

FAIR WEAR

In February 2020, KUYICHI became a Fair Wear Foundation Member. This means that KUYICHI commits to supporting their suppliers in improving their social standards, helping them in remediation practices and working on preventing negative impacts to Supplier from their purchasing practices. Besides, we're connected to their worker grievance mechanism, which all employees can use to raise concerns. KUYICHI will inform Supplier about the requirements and possibilities of Fair Wear.

TRANSPARENCY PLEDGE

KUYICHI takes great pride in the partners that they work with. In 2019, we signed the Transparency Pledge. In this pledge, we vow to share a Supplier List on our website with our entire supplier base, including basic information like address, product groups and number of workers. This list is also shared on the Open Supply Hub. We ask Supplier for transparency of the supply chain and their best efforts to help us map out our production partners.

1 - <https://www.un.org/en/universal-declaration-human-rights/>

2 - <http://mneguidelines.oecd.org/OECD-Due-Diligence-Guidance-for-Responsible-Business-Conduct.pdf>

3 - https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

4 - <https://www.ilo.org/dyn/normlex/en/f?p=1000:12030::NO::>

0.1 - COMPANY INFORMATION KUYICHI

Company name: Kuyichi B.V.
Address: Stationsstraat 7, 3451 BV, Vleuten
Chamber of commerce nr: 65513738

0.2 - UNDERSIGNED

COMPANY NAME:

FACILITY NAME:

FACILITY ADDRESS:

NAME UNDERSIGNED:

From hereon referred to as 'Supplier'.

COMPANY NAME: Kuyichi B.V.

COMPANY ADDRESS: Stationsstraat 7, 3451 BV, Vleuten

NAME UNDERSIGNED: Peter Schuitema

From hereon referred to as 'KUYICHI'.

0.3 - LEGAL

In case of disputes based on this document, both KUYICHI and Supplier are responsible for finding an acceptable solution for both parties. All legal issues arising under this contract will be governed and construed by the laws of the Netherlands. KUYICHI and Supplier agree that the courts of the Netherlands have exclusive jurisdiction to settle a legal dispute between parties based on this agreement.

0.4 - BREACHES

No additional price reductions or penalties in the event of delays, non-conformity of the goods, or any other default may be levied unless such have been agreed in writing between Supplier and KUYICHI. Penalties shall be reasonable, shall not exceed the direct and actual damage caused to KUYICHI, and shall not exceed the originally agreed order price. All penalties shall be linked to demonstrated defaults, and evidence thereof shall be available to Supplier.

0.5 - CONFIDENTIALITY

Both parties are obliged to keep confidentiality about shared information directly or un-directly linked to **KUYICHI Code of Conduct** and production processes unless both parties agree to share this information with other parties or publicly. Excluded information from this is:

- EIM - Environmental Information results of our denim styles - wash recipes are confidential;
- Basic knowledge about the Supplier and subcontractors, such as address, workforce, etc;
- Product knowledge, such as but not limited to fabric composition, weight and certification;
- Basic data on supply chain partners that are involved in the production of KUYICHI items;
- Social and environmental improvements made by the supplier;
- Information that is already publicly available or known.

0.6 - BRIBERY & CORRUPTION

KUYICHI does not accept bribery, corruption, extortion or practices that could be perceived as such. This results in the practice that a 'thing of value' can not be offered, promised, given, or accepted by any person, including public officers. The intention is to influence a business outcome or to induce an advantage. Things of value include cash payments, gifts, vouchers, employment of relatives, free-of-charge services or anything else of substantive value.

1.0 - SUPPLIER' RESPONSIBILITY

- + Supplier provides KUYICHI, on reasonable notice, with access to Supplier's adequate and accurate records related to labour standards and working conditions.
- + Supplier has developed and implemented systems for managing human rights and environmental performance at its workplace and is actively engaging its workforce. Depending on the company's size, it will assign responsibility to a specific person or team within the organisation.
- + Supplier agrees to undergo periodic audits, announced and unannounced, by KUYICHI's auditors or a third-party audit team approved by KUYICHI to assess human rights performance. Financial costs for audits proposed by KUYICHI shall be covered by KUYICHI.
- + Supplier may provide KUYICHI with a recent audit report if it meets the following criteria:
 - The audit is not a self-assessment;
 - The audit is performed by an independent, reputable and accredited third party;
 - The audit is performed by at least one or more person(s) that speak the local language;
 - The audit includes anonymised worker interview outcomes
 - The audit is recently performed, with a maximum of 1 year before the date of sharing;
 - The audit team consists of more than one person and at least one local person;
 - The audit includes at least the following topics:
 1. Forced labour
 2. Freedom of association and the right to collective bargaining
 3. Discrimination
 4. Child Labour
 5. Wages
 6. Working hours
 7. Occupational health and safety
 8. Worker contracts and obligations
- + Supplier will independently and collaboratively implement and monitor corrective action plans and improvement and prevention programmes resulting from audits with KUYICHI representatives.
- + Supplier has an ongoing dialogue with KUYICHI about production capacity and order volume so that KUYICHI's intended orders do not negatively impact working conditions and labour standards performance. Together, they strive towards collaborative planning to prevent negative impacts.
- + Supplier has installed an internal grievance mechanism and a complaints management procedure for reviewing and resolving complaints directed at the Supplier by workers. Besides, Supplier will support implementing and raising awareness of the Fair Wear complaints hotline.
- + Supplier will engage with workers, worker representatives, unions and other external stakeholders in continually improving human rights impact in the workplace and surrounding community.
- + Supplier will develop and implement systems for managing human rights performance at its suppliers and subcontractors. Supplier agrees to report on each supplier and subcontractor to KUYICHI at the time of hire and to report to and discuss with KUYICHI the results of any monitoring and corrective action plans at suppliers and subcontractors.
- + Supplier will strive to always meet mutually defined targets and agreements in terms of production and will communicate in time if these can not be met.

2.0 - KUYICHI'S RESPONSIBILITY

- + KUYICHI has a Corporate Responsibility (CR) manager in place who is responsible to manage and improve KUYICHI's social and environmental impact. The CR manager can be reached through **cr@kuyichi.com** for questions, concerns or remarks concerning the KUYICHI policies or to raise complaints.
- + KUYICHI is responsible for reminding and training Supplier about policies & procedures and giving clear information and updates upon changes.
- + KUYICHI shall provide reasonable assistance to support Supplier to comply with the Code of Conduct and other KUYICHI policies. Reasonable assistance may include, depending on the situation, Supplier training, cost-sharing, and strengthening management systems.
- + KUYICHI regularly assesses possible negative human rights and environmental risks they might cause due to compliance, buying practices and other supply chain practices in line with the OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector.
- + A human rights management system for all KUYICHI Suppliers will be in place to manage human rights and environmental risks in the supply chain. Supplier's human rights performance is an inclusive part of KUYICHI's general supplier evaluation concerning the potential expansion or continuation of the partnership. KUYICHI shares improvement points with Supplier based on their risk assessment, supplier evaluation or audit reports. KUYICHI and Supplier jointly decide on a time path for improvements or preventative measures, support implementation and follow up on progress.
- + KUYICHI shall, to the extent permissible under competition laws, coördinate with Supplier and other brands, to minimise inconsistencies between various due diligence measures employed. This can be brands publicly known to source from the respective Supplier or known through KUYICHI's Fair Wear Membership and brands shared by Supplier.

GRIEVANCE MECHANISM

- + KUYICHI installs the Fair Wear complaint hotline at Supplier. Complaints can be made (anonymously) by workers through the Fair Wear Foundation Complaint hotline. This hotline will support the internal grievance system of Supplier and only addresses worker complaints or other concerns workers bring forward through the hotline.
- + KUYICHI has installed an internal grievance mechanism for their employees to raise (anonymous) complaints, concerns or suggestions. This mechanism is freely accessible for all employees in the Google Drive. Complaints coming in shall be dealt with confidentially and handled by the Corporate Responsibility Manager or designated responsible person.

RESPONSIBLE PURCHASING PRACTICES

- + KUYICHI shall support Supplier's compliance with the Code of Conduct by engaging in responsible purchasing practices.

SAMPLING

- + Samples that are part of the style development process or production approval, and the processes related to samples, shall be managed by both parties. All samples shall be requested with a reasonable lead time. KUYICHI shall provide prompt feedback on all samples.

PRODUCTION INFORMATION

+ KUYICHI shall share complete information needed for production to Supplier. Including, but not limited to, style sheets, bills of material and accurate size charts.

FORECASTING

+ KUYICHI shall establish a transparent forecasting communication with order quantities projections and deadlines that take into account Supplier's production capacity. KUYICHI shall share initial and updated forecasts in a timely manner to give Supplier reasonable and agreed-upon lead times for production. Nevertheless, neither forecasts nor projections are binding on KUYICHI or Supplier.

PRICING

+ KUYICHI and Supplier shall collaborate to agree on a price, that accommodates the costs associated with upholding the KUYICHI Code of Conduct, including the payment of fair wages to workers. KUYICHI and Supplier shall cooperate to utilise open costing approaches to determining product prices. KUYICHI deems that the product's wage costs are unnegotiable during price negotiations.

+ Payment terms are defined in collaboration with Supplier and agreed on at purchase order placement.

PRODUCTION PLANNING

+ KUYICHI and Supplier shall cooperate to establish production planning that meets agreed delivery times. Such cooperation shall include dialogue between KUYICHI and Supplier and may include establishing deadlines for information sharing, sample production, feedback moments and approval dates. Such deadlines and other aspects of the timeline shall be renegotiated if necessary to avoid adverse impacts that may result from delays, surpassing deadlines, or other timing requirements.

+ For order changes, such as cancellations, design specifications and quantity increases or decreases, KUYICHI shall take collaborative actions with Supplier to avoid or mitigate possible adverse impacts. Possible actions taken include but are not limited to, extended timelines and re-allocation of materials. KUYICHI shall not make major changes to an agreed order after production has begun unless quality issues arise. In this case, Supplier and KUYICHI shall take needed actions to resolve.

3.0 - SOCIAL REQUIREMENTS

This Code of Conduct constitutes minimum standards to achieve. National regulations, applicable laws or undertaken commitments, such as collective bargaining agreements (CBA's), with higher protection for workers than stated in this document shall apply. KUYICHI and Supplier are obliged to do their social due diligence. Both shall work collaboratively on continuous improvements of working conditions, to meet the requirements set out in this Code of Conduct.

3.1 - NO FORCED LABOUR

References that are the basis for upholding this standard:

- ILO Convention 029 - Forced Labour Convention -1930
- ILO Protocol of 2014 to the Forced Labour Convention - 1930
- ILO Convention 105 - Abolition of Forced Labour Convention - 1957

All employees shall not be forced to work. All forms of involuntary labour are not allowed, including:

- **prison labour** - prisoners who work for (almost) no compensation as part of their sentence.
- **bonded labour** - an illegal practice in which a loan is given by Supplier and in return employee works to pay of their debt, often receiving only low or no wages.
- **indentured labour** - workers who are bound for a period to a Supplier by a forced contract.
- **slavery** - workers who are forced to work without remuneration and/or freedom.

Supplier shall never withhold identification or otherwise government-issued documents or ask for a deposit or financial guarantee. Employees need to be able to terminate their contract compliant to local law, shall not be physically punished and must be free to leave the workplace at all times.

3.2 - FREEDOM OF ASSOCIATION & COLLECTIVE BARGAINING

References that are the basis for upholding this standard:

- ILO Convention 87 - Freedom of Association and Protection of the Right to Organise - 1948
- ILO Convention 98 - Right to Organize and Collective Bargaining Convention - 1949
- ILO Convention 135 - Workers' Representatives Convention - 1971
- ILO Convention 154 - Collective Bargaining Convention - 1981
- ILO Recommendation 143 - Workers' Representatives Recommendation - 1971

All workers have the right to freedom of association. This beholds the right to associate, organise and bargain collectively. All workers have the right to join and establish trade unions or other organisations of their own choice without previous authorisation. If the national law restricts these rights, Supplier needs to facilitate the development of other means for independent and free bargaining and association to the extent possible without being in breach of national laws.

Supplier should facilitate the implementation of an effective worker representatives system. Worker representatives shall be elected by the workers. Genders should be proportionally represented among worker representatives. Worker representatives shall have access to information and facilities needed to fulfill their duties. KUYICHI encourages Supplier, worker representatives or organised workers to work towards work environment improvements and discuss all topics, including bargained wages. For Kuyichi, social dialogue is an important part of remediation. The worker's voice should be heard to make sure improvements have a beneficial effect on them.

Worker representatives and trade union members or participants must not be discriminated against or treated differently. They will be protected against negative acts, such as dismissal, based on status or activities. Worker representative systems will not be used to undermine trade union activities.

3.3 - NO CHILD LABOUR

References that are the basis for upholding this standard:

- United Nations Convention on the Rights of the Child
- United Nations Children's Rights and Business Principles
- ILO convention 138 - Minimum Age Convention - 1973
- ILO convention 182 - Worst Forms of Child Labour Convention - 1999
- ILO recommendation 146 - Minimum Age Recommendation - 1973

3.3.1 - CHILD LABOUR

KUYICHI does not accept child labour in any part of their supply chain. All children have the right to be protected from economic exploitation and have the right to education. No children under the compulsory schooling age and, in any case, no younger than 15 years old will be employed. If the local legal age for employment is higher than 15 years, no child younger will be employed. In the case that child labour is found, Supplier and Kuyichi shall remediate in the best interest of the child.

3.3.2 - YOUNG WORKERS

Until 18 years of age, a person is considered a child. For workers older than 15 but younger than 18 years, all legal limitations for young workers must be followed. The young worker can only be employed if the employer can ensure a healthy and safe work environment. Young workers should be protected from any work that interferes with the child's education or is likely to be hazardous or harmful to the child's development; physically, mentally, spiritually, morally or socially. This translates to, for instance, no heavy lifting, a maximum of 40 working hours a week, no overtime hours and no night shifts. Supplier also needs to provide health checks.

3.4 - FAIR WAGES

References that are the basis for upholding this standard:

- ILO Convention 026 - Minimum Wage-Fixing Machinery Convention - 1928
- ILO Conventions 095 - Protection of Wages Convention - 1949
- ILO Convention 131 - Minimum Wage Fixing Convention - 1970
- ILO Recommendation 135 - Minimum Wage Fixing Recommendation - 1970

All workers have the right to receive compensation for their work that at least covers basic needs and expenses for themselves and their families. Men and women will receive equal remuneration for work of equal value. All wages paid by Supplier must at least meet the minimum legal standard or collective bargain agreement, whichever is higher. Supplier needs to be compliant with all national and local laws and regulations, including collective bargaining agreements or written contracts.

Employees will receive written, understandable and detailed information about their wages and benefits every time they are paid. Supplier needs to have policies in place for equal calculation of wages for men and women including overtime, bonuses and payroll deductions that is explained to all workers. Supplier needs to have complete and accurate documentation of wage payments. Supplier must pay wages on time, in a regular time interval (from weekly to monthly).

Overtime needs to be compensated at a premium wage rate as defined by law, including wages of piece-rate workers. Supplier must provide all legally mandated and bargained benefits, including paid holidays, paid annual leave, sick leave, and maternity leave. Compensation in promissory notes, vouchers or coupons are prohibited. They may only be given as an extra benefit.

Supplier is not allowed to deduct or withhold wages from employees for disciplinary purposes or any other reason, with the exception if it is prescribed by national laws or regulations or fixed by collective bargain agreement or arbitration award.

3.5 - REASONABLE WORKING HOURS

References that are the basis for upholding this standard:

- ILO Convention 001 - Hours of Work (Industry) Convention - 1919
- ILO Convention 014 - Weekly Rest (Industry) Convention - 1919

Working hours will not exceed the legal limit or those of the collective bargaining agreement applicable if this affords greater protection for the workers. Regular working hours shall not exceed 8 a day and 48 hours a week. Every employee has the right to have at least 24 hours of consecutive rest every 7 days.

Working hours, including overtime, will not exceed 12 hours a day. Overtime hours shall not exceed 12 hours a week and overtime hours can not exceed 60 hours a month or 270 hours a year. All overtime needs to be voluntary and shall not be demanded regularly. Overtime will be compensated at a premium wage rate. Piece-rate work shall not be excluded from the right to receive overtime compensation.

3.6 - NO DISCRIMINATION

References that are the basis for upholding this standard:

- ILO Convention 100 - Equal Remuneration Convention - 1951
- ILO Convention 111 - Discrimination (Employment and Occupation) Convention - 1958
- ILO Convention 143 - Migrant Workers (Supplementary Provisions) Convention - 1975
- ILO Convention 156 - Workers with Family Responsibilities Convention - 1981
- ILO Convention 183 - Maternity Protection Convention - 2000
- ILO Recommendation 191 - Maternity Protection Recommendation - 2000

No employee is subject to negative discrimination, including hiring, compensation, advancement, discipline, termination or retirement based on gender, nationality, ethnic group, political opinion, race, sexual orientation, age, disability, membership in workers' organisations, maternity, family obligations or marital status. All genders will receive equal remuneration for work of equal value and have equal opportunities to be promoted or fill open positions. Migrant workers have the all the same rights as domestic workers. For Turkish suppliers, this is clarified in the **KUYICHI Syrian Refugee Statement**.

3.6.1 - MATERNITY & FAMILY OBLIGATIONS

Employees have the right to have maternity and paternity leave. A woman is entitled to have at least 14 weeks of full-paid maternity leave, divided into prenatal and postnatal leave. For the health of the mother and the child, at least 6 weeks of the maternity leave are compulsory to take postnatal. A man is entitled to paternity leave according to national laws and regulations. Childcare benefits, special leave or working time arrangements for workers with family responsibilities shall apply to both men and women, following the rules of national law.

Female workers who are pregnant or breastfeeding will not be forced to perform work that is a risk to the mother's health or that of her child, such as but not limited to nightwork, heavy lifting or work with prolonged periods of sitting and standing. The reduced working hours and breaks for pregnant and breastfeeding women will always be counted and compensated as working time.

Women are guaranteed to return to the same or equivalent position and paid at the same rate as before the maternity leave or higher if wages in the factory are raised during maternity leave. Supplier can not terminate an employment during the pregnancy, maternity leave or in the period in which she returns to work unless it is unrelated to the pregnancy. Women can not be forced to do pregnancy tests upon hiring and shall not be dismissed based on their pregnancy or marital status.

3.6.2. - GENDER EQUALITY

Supplier is urged to support gender equality in the workplace. This constitutes of all genders having equal benefits and opportunities but also acknowledges the different needs of men and women, such as bathroom break frequency. Supplier needs to have a non-discrimination and equal opportunity policy in place that addresses gender diversity in recruitment, promotions and commitment to improving gender diversity in supervising, management and other traditionally underrepresented positions for women.

3.7 - NO HARASSMENT & VIOLENCE

References that are the basis for upholding this standard:

- ILO Convention 111 - Discrimination (Employment and Occupation) Convention - 1958
- ILO Convention 190 - Violence and Harassment Convention - 2019

Supplier is responsible for providing a safe workplace for all workers and should always take action to effectively protect it's workers. All forms of violence and harassment, including verbal, physical, sexual or psychological abuse are prohibited in the workplace including transportation and dormitories. Workers shall be treated with respect and dignity. It is prohibited to use any kind of verbal or power abuse, physical punishment, sexual or racial harassment, psychological force or any other form of intimidation and harassment. Special attention should be given to gender-based violence and harassment towards women, minority groups or LGBTQI individuals.

Security staff, doctors, nurses, managers or other key personnel shall be regularly trained on national laws and supplier policies about violence and harassment and to recognize signs of gender-based violence and harassment. Supplier needs to include (gender-based) violence and harassment in regular worker training. Violence or harassment complainants need to be protected from retaliation.

3.7.1 - GRIEVANCE MECHANISM

An anonymous and safe complaint system with an effective resolution mechanism and internal policies supporting this mechanism needs to be in place. Complaint systems should cover at least:

- Anonymous complaint boxes with complaint service sheets (including date & description) in the local language placed in a freely accessible room;
- Designated persons who are responsible, qualified, and trained for handling the complaints;
- Effective complaint and follow-up procedure defined in a policy including for instance: complaint boxes, open-door policy, worker representatives, worker committee and surveys.
- Communication on the complaint and follow-up procedure posted with the complaint boxes;
- Complaint procedure is integrated into regular training;
- All complaints are documented with a complaint service sheet including at least:
 - date & description of complaint case;
 - investigation procedure;
 - implementation of solution and date of completion;
 - follow-up on the effectiveness of the implementation.

If the complainant is identified, or a rightsholder or legitimate representative has stepped forward:

- name of the complainant, rightsholder or legitimate representative if known;
- discussion of the case and possible solutions with the complainant or representative;
- confirmation of the complainant or representative of the proposed solution;

Complaints shall be dealt with confidentially to protect the privacy of the complainant, victim or whistleblower and avoid retaliation and victimisation. Complainant must always be protected from punishment or disadvantages for utilising the grievance mechanism and this shall be communicated with all employees. This shall be embedded in both policy and practice. Appropriate sanctions in cases of violence and harassment must be taken to prevent recurrence.

3.7.2 - FAIR WEAR COMPLAINT HOTLINE

KUYICHI will install the Fair Wear complaint hotline. This hotline will support the system of the Supplier and only step in to address worker complaints or other concerns that are not effectively addressed by the Supplier's system. Complaints can be made (anonymously) by workers through the Fair Wear Foundation Complaint hotline.

3.8 - SAFE & HEALTHY WORKING CONDITIONS

References that are the basis for upholding this standard:

- ILO Convention 148 - Working Environment (Air Pollution, Noise and Vibration) Convention - 1977
- ILO Convention 155 - Occupational Safety and Health Convention - 1981
- ILO Protocol of 2002 to the Occupational Safety and Health Convention - 1981
- ILO Recommendation 164 - Occupational Safety and Health Recommendation - 1981
- Codes and Standards of the National Fire Protection Association (NFPA)⁵

Supplier is responsible for providing a healthy and safe working environment to proactively avoid harm to workers out of, or linked with, the work or other operations of Supplier's facility. This includes building & fire safety, good ventilation, minimum light conditions and safety measures.

If Supplier provides employees with accommodation, all requirements mentioned in this standard do also apply on these facilities. Besides, the dormitory needs to be separate from the workplace, have a separate entrance and needs to be freely accessible and free to exit at all times.

3.8.1 - BUILDING SAFETY

All Supplier buildings must be safe, should be built for industrial purposes and have sufficient structural column strength. Buildings must meet all the requirements as specified by local law, including permits. Buildings shall be regularly maintained and cleaned. More detailed building safety requirements can be found in the Bangladesh Accord guidance documents⁶.

3.8.2 - FIRE SAFETY

Fire safety must be guaranteed by Supplier. Employees must be regularly trained on the subject and fire drills should be performed regularly to ensure the safety of workers in emergencies, including fires, earthquakes and bomb reports. Emergency routes and exits are marked, well lit and always kept clear. Emergency exits must be freely accessible during working hours and must open directly to the outside or to an exterior stairwell. Employees shall not be prohibited from leaving the premises in case of emergency or fear of imminent danger.

Supplier is responsible for having a good fire and emergency safety system in place. Fire equipment should be clearly marked and regularly checked by an independent partner. The fire equipment needs to be placed in easily accessible locations at all times. Electrical panels are clearly marked, kept clear at all times and shall be regularly checked by an independent partner.

3.8.3 - OCCUPATIONAL HEALTH & SAFETY

Workers must have access at all time to clean drinking water, hygienic toilets separated by gender and clean eating areas with sufficient seating. All information and signs on health & safety risks will be available and in place at Suppliers facilities. Supplier is urged to provide safe transportation from and to the facility for all workers.

Supplier is responsible for adequate procedures and training of employees to minimise risks in emergencies. A senior management representative will be assigned to be responsible for health & safety. A nurse or doctor should be available during working hours if legally required. Supplier is urged to support access to health services and insurance for workers.

Workers shall receive regular adequate training on health & safety. All new or reassigned workers must receive this training as well. The training shall be recorded with the inclusion of an attendance sheet. Personal protective clothing needs to be provided by Supplier and used by a worker for tasks appropriately. Emergency equipment needs to be available in the workplace and regularly checked on completeness. All accidents, occupational diseases, and, as appropriate, commuting accidents and suspected cases of occupational diseases must be recorded.

3.9 - EMPLOYMENT RELATIONS

References that are the basis for upholding this standard:

- ILO Convention 158 - Termination of Employment Convention - 1982
- ILO Convention 175 - Part-Time Work Convention - 1994
- ILO Convention 17 - Home Work Convention - 1996

All workers will be contracted with a legally binding contract in a recognised employment relationship. These contracts are all subject to the applicable local law and shall be set up in a language the employee masters. At least wage conditions, working hours, termination terms and benefits must be included in employment contracts upon recruitment. Part-time workers will proportionally receive the same benefits as comparable full-time workers. Supplier needs to have a valid reason to terminate a contract. The terms of termination will be in accordance to national law and the legally binding contract between Supplier and worker.

Supplier will fulfil all worker obligations that arise under labour and social security laws. These obligations will not be avoided by Supplier through subcontracting, labour-only contracting, fixed-term employment, home working practices or apprenticeship schemes. Apprentices should partake in education or training programs to impart skills.

KUYICHI needs to approve the use of home workers for KUYICHI orders before production. Home workers have the same labour rights, specified in this Code of Conduct, as any employee of Supplier.

3.10 - RESPONSIBLE EXIT

If KUYICHI decides to not continue the established business relation with a Supplier we follow our Responsible Exit Strategy. Termination can be decided based on the non-performance or underperformance of Supplier. Supplier should be given time to realise improvements in underperformance before a termination decision.

Non-compliance to the environmental and social requirements in this Code of Conduct alone does not qualify a supplier for an exit. However, if Supplier refuses to actively collaborate in due diligence and remediation plans, has given incorrect or misleading information to KUYICHI or has severe negative impacts come to light that can not be remediated this will lead to termination of the business relationship.

KUYICHI and Supplier both bare responsibility for a non-disruptive exit. Supplier and KUYICHI will collaborate to determine possible negative impacts of the exit and will employ reasonable efforts to avoid or mitigate these negative impacts. Supplier and KUYICHI will set up a mutually agreed time path and exit agreements on, amongst other things, stock materials, payments and placed orders. We expect both parties to deal with the exit neatly, both in communication and actions.

If Supplier decides to end the business relationship, we expect Supplier to give KUYICHI at least a 6 months notice to search for a replacement if requested. Supplier and KUYICHI set up a mutually agreed upon time path and exit agreements.

4.0 - ENVIRONMENTAL REQUIREMENTS

KUYICHI wants to minimise the environmental impact per product, hereby preserving resources and protecting environments and communities. Therefore, we ask our Suppliers to move with us towards environmentally friendlier techniques, materials and practices.

4.1 - FIBRES, FABRICS & CERTIFICATION

All requirements on fibres, materials and product certification are explained in the **KUYICHI Fibres & Materials Policy**. Supplier needs to follow the guidelines & requirements at all times and communicate all needed information to KUYICHI as defined in this document.

4.2 - CHEMICAL MANAGEMENT

Chemicals can have a big environmental impact and may be a potential health risk for both workers and wearers. We therefore developed the **KUYICHI RSL** (Restricted Substances List) & **KUYICHI MRSL** (Manufacturing Restricted Substances List) - to provide all our suppliers with information related to all legally and by KUYICHI restricted chemical limits. These documents are based on the EU legal requirements of REACH, OEKO-TEX Standard 100 annexe 6 & 7 and the ZDHC MRSL.

4.2.1 - KUYICHI CHEMICAL & QUALITY POLICY

Elaborate information on how to comply with KUYICHI chemical restrictions can be found in the **KUYICHI Chemical & Quality Policy**. This document guides you through the way we want to work on chemical management with Supplier. Included is, amongst other things, implementation of the KUYICHI RSL & MRSL, garment dyeing and washing and KUYICHI quality standards.

4.3 - ENVIRONMENTAL MANAGEMENT SYSTEMS

Supplier should provide evidence on having an environmental management system in place, preferably with ISO 14001 certification. An environmental system should at least cover local laws and restrictions for - if applicable - water resources, wastewater discharge, sludge discharge, solid waste, energy use and greenhouse gas emissions.

4.3.2 - WASTE MANAGEMENT

Elaborate information on how to comply with KUYICHI waste management requirements, which can be found in the **KUYICHI Chemical & Quality Policy**, under section 3.0. It explains the requirements for both wastewater management and solid waste disposal.

4.3.3 - WATER RESOURCES

KUYICHI expects Supplier to make use of water resources consciously. Supplier is encouraged to maximise the reuse or recycling of (effluent) water in their water systems, such as laundries and dyeing facilities. Together, we want to strive towards a reduction of Liters of water used per garment.

4.3.4 - ENERGY USE & GREENHOUSE GAS EMISSIONS

Supplier needs to at least follow local laws on greenhouse gas emissions and has to have the needed permits by local law. We ask Supplier to implement an energy management plan, including company-wide measures for reduced energy consumption.

KUYICHI uses only renewable energy for its own office and Dutch-based practices to reduce greenhouse gas emissions. Besides we compensate the emitted CO₂ of the transportation to and from our warehouse of our products. The biggest impacts occurs during production. KUYICHI therefore encourages Supplier to reduce their energy use and switch to renewable energy sources. KUYICHI and Supplier will strive together to use more energy-saving processes in KUYICHI production.

5.0 - OTHER REQUIREMENTS

Besides social and environmental requirements, some other requirements overlap on these. We elaborate on these requirements here to show you how they're linked.

5.1 - SUBCONTRACTING

KUYICHI uses the following definition for subcontractors:

- All suppliers that contribute to KUYICHI production and are not directly in contact with KUYICHI, including but not limited to fabrics, trims, embroidery and printing suppliers or dyeing and garment finishing facilities.

Supplier will be transparent about where and how each product is being produced. KUYICHI asks for subcontractor use on a product level via the **Product Sustainability Checklist** shared with Supplier in Google Drive. Supplier is not allowed to assign any work to third parties without prior authorisation of KUYICHI. If a subcontractor is not approved by KUYICHI, Supplier is not allowed to make use of the subcontractor for KUYICHI production. If Supplier did not inform KUYICHI about a subcontractor or a declined subcontractor is involved in KUYICHI production, KUYICHI has the right to not accept a production.

If Supplier outsources work, they shall distribute this **KUYICHI Code of Conduct** and other Kuyichi policies and guidance documents to these third parties. KUYICHI is responsible for supplying these documents via Supplier to the new subcontractor. Supplier has the responsibility to inform their subcontractors of KUYICHI procedures by forwarding these documents and returning a signed and stamped copy to KUYICHI. KUYICHI shall ask Supplier to work collaboratively on enforcing the Kuyichi policies at subcontractors.

Likewise, manufacturers and suppliers shall apply the principles of this Code of Conduct to any homemaker involved in their supply chain and shall give transparency to the locations and working conditions of these homeworkers.

KUYICHI has the right to visit subcontractors, with prior knowledge of Supplier, or ask for more information about subcontractor if needed. Supplier will not be circumvented by KUYICHI by placing direct orders at subcontractors that are disclosed to meet human rights requirements.

5.2 - CERTIFICATION STANDARDS & AUDITS

Elaborate information on KUYICHI's approach to certification can be found in the **KUYICHI Fibres & Material Policy**. Supplier will keep KUYICHI up to date on the certification levels of their facilities. Most certificates are reviewed yearly, leading to new-scope - certificates. KUYICHI asks Supplier to send renewed or new certificates upon receipt. KUYICHI will regularly check the validity of Supplier certificates.

KUYICHI is allowed to perform - third-party - audits at the Supplier's facilities to validate compliance with this Code of Conduct. Supplier needs to grant unrestricted access to all facilities and documents during an audit. Supplier will not intentionally mislead auditors. Audits may lead to a corrective action plan, which KUYICHI and Supplier will collectively follow up on. If Supplier is not willing or able to timely improve in line with the corrective action plan in collaboration with KUYICHI, this can become a valid reason to terminate the partnership.

Supplier is also welcomed to share audit reports and corrective action plans of audits performed by other companies at Supplier's facilities. This way, we can prevent audit fatigue together.

6.0 - SIGNING PAGE

- Supplier shall communicate the KUYICHI Code of Conduct to all employees and those in any way involved in KUYICHI production, including subcontractors and homeworkers.

- KUYICHI is a Fair Wear Member, which means that we are committed to improving working conditions in their supply chain. Supplier has to fill in the Fair Wear Questionnaire and hang the Fair Wear Worker Information Sheet in a visible place for workers in the facility.

- If through grievance mechanisms, audits, visits or other ways non-compliances are found at Supplier's facility, KUYICHI and Supplier will jointly resolve these non-compliances by taking corrective actions in an agreed time path.

- If Supplier is not willing to actively collaborate on resolving issues that arise or has given non-correct or misleading information to KUYICHI, this will lead to the reconsideration of the business relationship, including possible termination.

- Both parties have a complete understanding of the social, environmental & other requirements that are set in the KUYICHI Code of Conduct and accompanying documents.

- Supplier acknowledges the obligations and requirements for the production process that this and accompanying documents behold and takes responsibility for their part of this agreement.

- KUYICHI acknowledges the obligations and requirements that this and accompanying documents meet and takes responsibility for their part of this agreement.

- Both parties agree on working together on the best implementation and providing one another with all the needed information and documents to meet the agreements and requirements made in the 'KUYICHI Code of Conduct' and all accompanying documents. The information and documents will be dealt with confidentially.

- Both parties confirm that they've read and agree with the 'KUYICHI Code of Conduct' and the accompanying documents.

LIST OF ACCOMPANYING DOCUMENTS IN ALPHABETIC ORDER

- KUYICHI Fair Wear Questionnaire
- KUYICHI Fair Wear Worker Information Sheet
- KUYICHI Fibres & Materials Policy
- KUYICHI RSL & MRSL
- KUYICHI Chemical & Quality Policy
- KUYICHI Syrian Refugee Statement (Turkiye only)

- The KUYICHI Code of Conduct is signed by (one of) the owner(s) of both companies.

DATE:
NAME:
COMPANY:
SIGNATURE:
(+ company stamp)

DATE:
NAME:
COMPANY:
SIGNATURE:
(+ company stamp)