

Code of Conduct for Suppliers

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1. SCOPE OF APPLICATION OF THE CODE OF CONDUCT

YOOX NET-A-PORTER GROUP S.p.A. ("YNAP") is committed to ensuring that working conditions in its supply chain, of both goods and services, are safe, that workers are treated with respect and dignity, that manufacturing and connected processes are ethically and environmentally responsible and that the conduct of its business is based on principles of integrity, honesty, and fairness.

YNAP's suppliers and all third parties working with or for YNAP (hereinafter 'suppliers') are obligated, in all of their activities, to operate in full compliance with the laws, rules and regulations of the countries in which they operate. The Code of Conduct for Suppliers (hereinafter also the "Code") goes further, drawing upon internationally recognised standards, which are universally applicable. YNAP's Code of Conduct for Suppliers is modelled on the *Universal Declaration of Human Rights*, the principles of the *United Nations Global Compact* and the *International Labour Organization (ILO) conventions* that establish international human and labour rights.

We are aware of the diversity and complexity of the different legal requirements that must be taken into consideration while defining the conduct. Accordingly, we do not expect our Code to conflict with the expectations inherent in such rules. If the national law calls for a stricter discipline than the Code of Conduct, national law will prevail.

YNAP requires its suppliers to implement and adhere to this Code and the [Richemont Group's Code of Conduct](#) at all times, and specifically requires that its suppliers ensure the same principles of the Code are implemented and adhered to by all others with whom they do business, including employees, sub-contractors, suppliers and other third parties.

2. OUR BUSINESS STANDARDS

2.1. Labour and Human Rights

YNAP expects its suppliers to respect the rights of their employees and comply with all relevant labour legislation and standards, in the countries in which they operate (or, in the absence of any such legislation, regulations or directives, in compliance with relevant ILO conventions).

2.1.1. No Forced Labour

YNAP suppliers should not use any form of forced, bonded, indentured, or prison labour, and does not engage in any other forms of compulsory labour, or any other forms of slavery or human trafficking. All employment must be on a voluntary basis and workers should be free to terminate their employment at any time with reasonable notice.

2.1.2. No Child Labour

YNAP requires suppliers to ensure that workers are at least either the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is the higher, as permitted by *ILO Minimum Age Convention*. Young persons should be at least 16, except if allowed by local law and such exception is compliant with ILO guidelines.

2.1.3. No Unfair Treatment

Suppliers must be committed to a workplace free of harassment. Suppliers should not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse.

2.1.4. Freedom of Association

YNAP suppliers must ensure that workers and employers have the right to form labour unions and employers' associations and higher organisations without prior permission, to safeguard and develop their economic and social rights. Where the right to freedom of association is restricted under law, there must be an equivalent means of independent representation for workers.

2.1.5. Non-Discrimination

YNAP suppliers must not discriminate against any worker based on age, race, colour, sex, religion, political opinion, sexuality, disability, national extraction, or social origin, nor shall they participate in any acts or practices that may be defined as any distinction, exclusion or preference that impairs equality of opportunity or treatment in employment.

2.1.6. Remuneration and working hours

Suppliers must pay a fair remuneration for both men and women workers, for work of equal value in accordance with applicable local laws. Workers must receive wages and benefits that at a minimum meet all applicable laws.

Suppliers must comply with local laws relevant to minimum wages, standard working hours, and employee benefits. Suppliers should not delay, withhold, or defer wages legally due to its employees, outside of industry standards. Overtime hours will be voluntary and fully compensated at regular or premium rates, according to local legal requirements.

In special circumstances, employees may be expected to work longer than standard hours for limited periods of time. Where this occurs, additional working hours and consecutive working days will be following the local regulations and planned in a way to ensure safe and humane working conditions.

2.2. Health and Safety

YNAP suppliers must ensure that they and their suppliers abide by all relevant legislation and standards to provide a safe and healthy working environment and have a Health and Safety policy in place (in full compliance with the laws, rules and regulations of the countries in which they operate, which will facilitate optimal physical and mental health in relation to work and the workplace or in any other location where production or work is undertaken).

Requisite and appropriate training must be given to workers on workplace and safety practices and procedures.

2.3. Environment

YNAP is committed to protecting the environment and requires its suppliers to adhere to all applicable environmental legislation and standards, to facilitate the protection of the environment. YNAP suppliers should be committed to reducing the environmental impact of their designs, manufacturing processes, and waste emissions.

2.4. Data Protection and Privacy

We take the personal information and privacy of our employees, customers, and suppliers seriously, and expect our suppliers to adopt the same approach.

Suppliers must preserve the integrity and confidentiality of any information they receive in their commercial relationship with YNAP and never disclose sensitive information about the Group to third parties unless explicitly authorised. All business information must be considered strictly confidential, and suppliers must restrict access to such information only to those employees directly involved in the project.

2.5. Industry Specific Issues

2.5.1. Diamonds

YNAP adheres to responsible diamond procurement practices and requires all its suppliers of diamond products to fully adhere to the principles of the World Diamond Council Resolution on Industry Self-Regulation supporting the Kimberley Process Certification Scheme.

YNAP suppliers of diamonds, including products incorporating diamonds, must guarantee that the supply of diamonds is from legitimate sources not involved in funding conflict and in compliance with *United Nations Resolutions*. All suppliers may be asked by YNAP to provide documentary evidence that their diamonds are conflict-free. Additionally, YNAP suppliers are required to make the following statement on all their invoices:

“The diamonds herein invoiced have been purchased from legitimate sources not involved in funding conflict and in compliance with United Nations Resolutions. The seller hereby guarantees that these diamonds are conflict-free, based on written guarantees provided by the supplier of these diamonds”.

2.5.2. Coloured gemstones

YNAP Suppliers of coloured gemstones must provide assurance as far as possible that gemstones are mined and processed in ways that respect human and labour rights, are conflict-free and do not inflict environmental damage. YNAP recognise the Responsible Jewellery Council Code of Practices as best practice and requires its suppliers to provide full and complete disclosure of the physical characteristics of the stones, in compliance with national and international laws and industry best practice.

2.5.3. Gold

YNAP adheres to the principles of responsible gold procurement practices. We recognise the Responsible Jewellery Council Code of Practices as international best practice. YNAP requires all its suppliers of gold or gold products to provide assurance that gold being supplied has been mined in a manner which respects human and labour rights. YNAP also requires assurance that all gold supplied meets environmental and rehabilitation standards.

2.5.4. Endangered or protected species

YNAP suppliers of animal products must fully comply with relevant international and local regulations, and in particular the Convention on International Trade of Endangered Species (CITES), relating to the procurement, import, usage, and export of raw and finished materials sourced from endangered or protected species.

2.5.5. Fur Free

YNAP adheres to the international Fur Free Retailer Program supported by the Fur Free Alliance (FFA). The standard ensures that YNAP's multi-brand online stores promote commercial policies in line with animal rights by excluding items and accessories made from animal fur, as defined by the Fur Free Retailer Program. YNAP suppliers must guarantee that the supply of items and accessories are fur-free. Additional information on the Fur Free Retailer Program and on the definition of fur is available at: www.furfreeretailer.com.

2.5.6. PVC

YNAP adheres to Richemont's responsible supply chain criteria and as a result, will not sell finished products on its websites containing PVC either supplied from maisons within the Richemont Group, or marketed through its own private labels. All packaging components, gifts and other marketing items used in connection with the products offered for sale online must also be PVC-free. YNAP suppliers in these categories must guarantee that the supply of items to YNAP are PVC-free.

2.5.7. Perfumes and Cosmetic products

YNAP expects suppliers to comply with relevant legislation and standards. This includes ensuring that fragrance compounds, formulae, packaging components or finished products are safe for their intended use.

2.5.8. Animal testing

Unless otherwise required by the local laws and regulations, YNAP suppliers involved in the perfume and cosmetics industry must ensure that no animal testing is conducted or commissioned during any stage of product development or manufacture.

2.5.9. Product information

YNAP suppliers should communicate honestly regarding the nature of the products they supply including raw materials, handling, and disposal. All product-related matters, especially regarding chemicals, genetically modified organisms, or hazardous materials, should be accurately disclosed as required by local and international laws and/or commonly used standards in the industry in which they operate. Suppliers must guarantee that the products they supply to YNAP comply with the latest version of the Richemont Product Restricted Substances List (PRSL).

2.5.10. Country of origin of product components

YNAP suppliers may be asked to provide YNAP with information as to the country of origin and the identity and location of the sources of components and raw materials included in the products being delivered. In case of finished articles, suppliers must always provide information on the country of origin.

Once approved, there will be no change to the source of components or raw materials or the location of component production without YNAP's prior written approval.

3. Anti-Bribery and Corruption

YNAP's suppliers should ensure that their business conduct is aligned to high ethical standards, including honesty, transparency, and legality. Suppliers shall not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery. They should comply with all legislation and standards applicable to them in relation to anti-bribery and corruption, as well as YNAP's anti-bribery and corruption policies and procedures which may be communicated to them from time to time. Suppliers should notify YNAP immediately in writing if they become aware of any violation, or suspicion of a

violation of such legislation and standards or YNAP's policies and procedures. Suppliers are responsible for ensuring that any persons who perform services and/or supply products or materials for and on their behalf are also compliant with all relevant anti-bribery and corruption legislation and standards.

4. Anti-Money Laundering

YNAP will not tolerate money laundering or the financing of terrorism. Suppliers must ensure that business associates and customers are not involved in any form of criminal activity.

5. Competition & Antitrust

YNAP suppliers must strictly comply with competition laws (also known as antitrust laws), which promote free and fair competition around the world. Suppliers must ensure they do not engage in discussions or activities (e.g., at trade associations or with competitors) that would lead to the allegation or appearance of improper, anti-competitive behaviour.

6. Distribution and Implementation

The Code forms part of YNAP's Terms and Conditions of Purchase and is available to suppliers on YNAP's website.

Suppliers are responsible for ensuring that they, their employees, and any subcontractors comply with the standards set out in this document. Any breach of the Code by any YNAP supplier (or any subcontractor) will result in a review and possible termination of the business relationship.

Suppliers hereby acknowledge and agree to allow YNAP the right to review and conduct audits and/or physical inspections of their facilities and records, including those of any subcontractor or other third party involved in the supply of products and/or services to YNAP on an ongoing basis to verify compliance with the Code.

Full and open access must be given to YNAP and/or its auditors in respect of any audit.

YNAP will review and revise this Code periodically.