

SUPPLIER CODE OF CONDUCT



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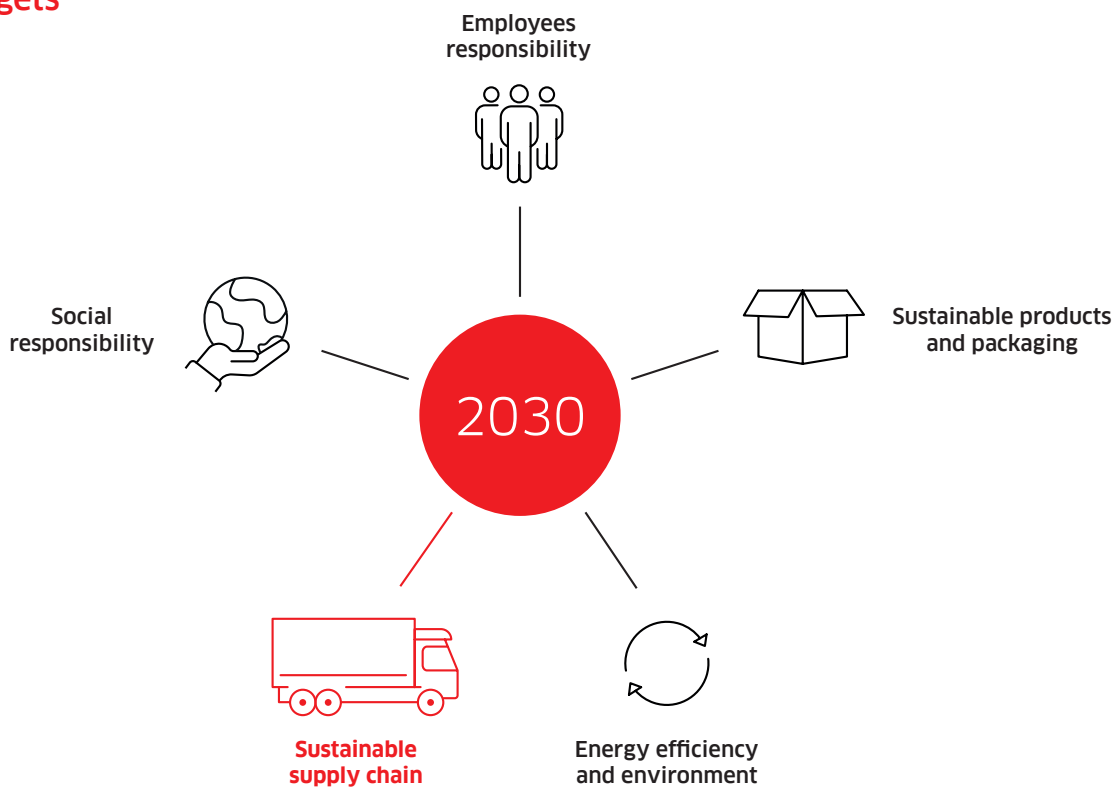
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1. OUR GENERAL PRINCIPLES

Our Targets



At ZWILLING BEAUTY GROUP, sustainability stands for an entrepreneurial attitude: We align our actions with clear principles and create value for generations with our brands. Social, environmental as well as ethical requirements and goals are increasingly and far-reaching integrated into our value chain to become a driver of change in our market segment.

We expect the same commitment from all our Suppliers and ask them to contribute to this by adopting a holistic approach, continuously improving their social, environmental, and ethical performance and by undertaking to address those requirements within their supply chain. For this purpose, ZWILLING BEAUTY GROUP has set up this Supplier Code of Conduct.

The Supplier Code of Conduct is based on international laws and regulations such as the German Supply Chain Due Diligence Act as well as international conventions such as the United Nations Universal Declaration of Human Rights, the guidelines on Children's Rights and Business Principles, the United Nations Guiding Principles on Business and Human Rights and the International Labour Organisation's international labour standards (ILO Standards). Reference is also made to the policy statement of Wilh. Werhahn KG on human rights <https://www.werhahn.de/en/legal-notice/> and environment-related duties of care which is available on the ZWILLING BEAUTY GROUP website.

The Supplier undertakes to comply with the following terms and conditions of this Supplier Code of Conduct.

2. SOCIAL RESPONSIBILITY

2.1. Prohibition of forced labour, bonded labour and human trafficking

Forced labour, slave labour, bonded labour or any similar forms of labour including human trafficking are prohibited. All work must be done by choice, and employees shall be able to end the work or the employment relationship at any time. Furthermore, the Supplier shall ensure that no worker is subjected to unacceptable treatment such as psychological cruelty or sexual or other personal harassment. The Supplier shall not hire or make use of security forces if the hiring or use results in violations of the prohibition of torture and/or cruel, inhumane, or degrading treatment, damages for life or limb or if it impairs the right of freedom of association.

2.2. Prohibition of child labour

Child labour is prohibited. The Supplier is required to adhere to the ILO Standards recommended minimum age for the employment of children. According to these recommendations, the age should not be lower than the age at which compulsory school attendance ends and should in no case be lower than 15. The Supplier shall also observe and apply special protective regulations.



2.3. Fair remuneration

The remuneration for regular working hours and overtime shall comply with at least the statutory national minimum remuneration or the customary minimum remuneration for the industry, whichever is higher. In any case, the re-

muneration for overtime hours shall be adequately higher than the remuneration for regular hours. If the remuneration is not sufficient to cover the usual cost of living while allowing the worker to accumulate a minimum amount of savings, the Supplier is obligated to increase the worker's pay to reach a sufficient level for this. The Supplier shall provide all legally mandated benefits to its employees. It is not permitted to use remuneration deductions as a punitive measure. The Supplier shall ensure that its employees receive clear, detailed, and regular written information about the composition of their pay.

2.4. Decent working hours

The working hours shall comply with the applicable laws and ILO Standards. Exceptions defined in the ILO are recognized. If not stipulated otherwise in local regulations, the total weekly working hours shall not regularly exceed 48 hours and overtime is only permitted if it is performed on a voluntary basis and does not exceed a total of 12 over-



time hours per week whereas an employee is to be provided with at least one day off after six consecutive working days.



ZWILLING Beauty entities contribute to improved education of children and integration of people with special needs by supporting projects in local communities, for example in Pondicherry, India.

2.5. Freedom of association

The supplier shall respect the right of employees to form and join organizations and to choose and engage in collective bargaining and strikes. In cases in which freedom of association and the right to hold collective meetings are legally restricted, alternative possibilities for an independent association of employees for the purpose of collective bargaining are to be permitted. Employees shall not be discriminated against based on forming, joining or being a member of this kind of organization.

2.6. Prohibition of discrimination

Discrimination against employees in any form is prohibited unless justified on the grounds of the job requirements. This applies, for example, to discrimination based on gender, national, ethnic, or social background, skin color, disability, health status, political convictions, world view, religion, age, pregnancy, or sexual orientation. The personal dignity, privacy and personal rights of every individual shall be respected. The Supplier shall ensure the payment of an equal remuneration for work of equal value.



2.7. Health protection and occupational safety

The Supplier is responsible for a safe and healthy working environment according to applicable laws and industry standards. The Supplier shall implement suitable workplace safety systems and take effective measures to prevent accidents and injuries to health that could occur in connection with workplace activities. Excessive physical or mental fatigue shall be prevented through suitable measures. Employees shall also be regularly in-

formed and trained about the applicable health protection and safety norms and corresponding measures. Employees shall be provided access to adequate quantities of drinking water and clean sanitary facilities.

2.8. Dealing with conflict minerals

For the conflict minerals tin, tungsten, tantalum, and gold, as well as for additional raw materials such as cobalt, the Supplier shall establish processes in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. The Supplier shall ensure that the Products do not contain those materials from conflict-affected and high-risk areas that directly or indirectly finance or benefit armed groups and cause or foster human rights abuses. The Supplier shall avoid smelting and refining without appropriate and audited due diligence processes.



3. ENVIRONMENTAL RESPONSIBILITY

3.1. Preservation of nature

The Supplier shall not deprive land, forests or waters, the use of which secures the livelihood of people, in violation of legitimate rights. It shall refrain from harmful soil alterations, water and air pollution, noise emissions as well as excessive water consumption if this harms people's health, significantly impairs the natural basis to produce food or prevents the access of people to safe drinking water or sanitary facilities.

3.2. Dealing with air emissions

The Supplier shall categorize, routinely monitor, and treat as required by local law the general emissions from operating procedures (air and noise emissions) and greenhouse gas emissions before they are released. It is the Supplier's responsibility to find cost-effective solutions to minimize air and noise emissions while constantly improving its CO₂ footprint for materials and equipment used.

3.3. Treatment and discharge of industrial wastewater

The Supplier shall categorize, monitor, test and treat wastewater from operating procedures, production processes and sanitation facilities as needed before it is introduced or disposed of. Beyond this, the Supplier shall endeavour to introduce measures to reduce the discharge of emissions into and the generation of wastewater.

3.4. Dealing with waste and hazardous substances

The Supplier shall pursue a systematic approach to identify solid waste and to avoid, reduce, reuse, recycle or responsibly incinerate or dispose it - in that order. The prohibitions on exporting hazard-

ous waste stipulated in the Basel Convention of 22 March 1989, as amended, shall be observed. Chemicals and other materials that pose a danger when they are released into the environment shall be identified and managed in such a way that safety is ensured when people interact with these materials, as well as when they are transported, stored, used, or recycled. Mercury shall be used in accordance with the prohibitions of the Minamata Convention of 10. October 2013; persistent organic pollutants shall be used in accordance with the Stockholm Convention of 23 May 2001, as amended.

3.5. Reducing consumption of raw materials and natural resources

The Supplier shall endeavour to avoid and reduce the use and consumption of resources during the production processes and the generation of waste of any sort, including water and energy. This shall be achieved either directly at the place where the waste is generated or through processes and measures, for example through changing production or maintenance procedures or processes in the company, using alternative materials, through economizing or through the reuse or recycling of materials.

3.6. Dealing with energy consumption and efficiency

The Supplier shall monitor and document energy consumption, and endeavour to find solutions to improve energy efficiency and minimize energy consumption. This can include own production of renewable energy.



4. ETHICAL BUSINESS CONDUCT AND COMPLIANCE

4.1. Prohibition of bribery and corruption

Any kind of offering, giving, receiving, or requesting of items or advantages from a person to cause another person to improperly perform a relevant function or measure (e.g., if there is no entitlement to do it) or to reward another person for improper conduct will not be tolerated. The Supplier shall refrain from any behaviour that might lead to extortion, personal dependence, or manipulation.

4.2. Prohibition of money laundering

The Supplier shall comply with all applicable laws governing the prevention of money laundering, and not participate in any money laundering activities. The Supplier shall in particular not get involved in transactions that are used to conceal or integrate criminal or illegally acquired assets.

4.3. Trade laws

The Supplier shall comply with all applicable national and international laws governing the import and export of Goods and Services and comply with any applicable embargoes and sanctions regulations.

4.4. Fair competition

The Supplier shall always observe the standards of fair business, fair advertising and fair competition and shall comply with applicable antitrust laws and regulations. It shall not abuse any dominant market position it might hold.

4.5. Privacy / Data protection

The Supplier shall fulfil the legal and regulatory requirements as well as reasonable expectations of its clients, subcontractors, customers, consumers, and employees concerning the protection of private information. In the collection, storage, processing, transmission and transfer of personal information, the Supplier shall observe the laws on data protection and information security as well as the regulatory requirements.

In case of any known data breach inform the ZBG IT Department immediately (latest in 48 hours), sharing the estimated severeness and reason for the breach, including what kind of information have been compromised. A strong cooperation to solving the issue is required.



5. IMPLEMENTATION WITHIN ITS SUPPLY CHAIN

5.1. Risk assessment and resulting measures

ZWILLING BEAUTY GROUP shall be entitled to carry out announced and unannounced risk assessments with regard to the Supplier on a regular basis in accordance with applicable legal or contractual requirements. If this results in additional requirements to be fulfilled by the Supplier, ZWILLING BEAUTY GROUP shall notify the Supplier of this in writing. The Supplier shall then comply with these additional requirements within a reasonable period of time aligned with ZWILLING BEAUTY GROUP.

5.2. Duties of the Supplier within its supply chain

With regard to addressing social and environment-related requirements, standards and prohibitions along the Supplier's supply chain the Supplier shall

- address at its direct sub-suppliers the compliance with the principles and requirements and standards of this Supplier Code of Conduct or other standards which ensure at least a comparable level of protection in all respects with regard to all protected goods listed in Section 2, 3 and 4 of this Supplier Code of Conduct.
- furthermore endeavour to address compliance with the standards specified in this Supplier Code of Conduct to the extent reasonably possible also vis-à-vis its indirect sub-suppliers.
- agree on auditing and information rights with its sub-suppliers which enable it to adequately and effectively monitor compliance with the above-mentioned obligation of the sub-suppliers.

5.3. Documentation

Upon ZWILLING BEAUTY GROUP'S request, the Supplier shall provide ZWILLING BEAUTY GROUP in Writing with all necessary information which ZWILLING BEAUTY GROUP justifiably requires in order to verify compliance with this Supplier Code of Conduct.

5.4. Audit rights

ZWILLING BEAUTY GROUP shall be entitled to carry out announced and unannounced audits to verify compliance with this Supplier Code of Conduct on a regular basis. The Supplier shall give ZWILLING BEAUTY GROUP or third-party auditors nominated by ZWILLING BEAUTY GROUP access to all documents, business areas, premises, employees, and service providers relevant for the audit and shall cooperate with ZWILLING BEAUTY GROUP and/or its third-party auditors to the best of its ability. The costs of the audit and any measures derived therefrom shall be borne by the Supplier.

5.5. Cooperation and training

The Supplier shall cooperate with ZWILLING BEAUTY GROUP in order to eliminate violations of the obligations set out in this Supplier Code of Conduct and to ensure the fulfilment of its obligation to comply with the Supplier Code of Conduct in its own business area and along the supply chain as far as possible while exercising due diligence. In particular, the Supplier shall inform ZWILLING BEAUTY GROUP immediately upon knowledge about potential or actual violations of the provisions of this Supplier Code of Conduct. The Supplier shall - upon ZWILLING BEAUTY GROUP'S request - participate with a suitable number and/or group of employees in training courses (online or face to face) on the prevention and remedy of violations of human rights and environmental laws and regulations.

5.6. Grievance mechanisms

For anonymous and non-anonymous reporting of violations and risks in connection with this Supplier Code of Conduct, the Supplier, its sub-suppliers and any third party is entitled to use ZWILLING BEAUTY GROUP'S grievance mechanisms accessible via <https://helpline-werhahn.de> or via <https://zwillingbeauty.com/rechtliches>. The Supplier shall pass on information received from ZWILLING on the availability and implementation of the grievance procedure to its employees in an appropriate manner. All employees must be able to use the grievance procedure anonymously with effective protection against discrimination.

5.7. Breach of this Supplier Code of Conduct

Without limiting ZWILLING BEAUTY GROUP'S right out of or in connection with the contractual relationship with the Supplier, in particular those specified in the Conditions for Purchase, the following shall apply in case of a breach of this Supplier Code of Conduct:

- ZWILLING BEAUTY GROUP shall have the right to fully or partially terminate the contractual relationship for good cause.
- ZWILLING BEAUTY GROUP shall have the right to request the Supplier to take appropriate remedial actions to prevent, stop or minimize the extent of the breach. To the extent reasonably possible, the Supplier shall have the opportunity to draw up, together with ZWILLING BEAUTY GROUP, a corrective action plan with reasonable measures and a binding time schedule to prevent, stop or minimize the breach or risk. If the corrective action plan is obviously unsuitable for preventing, stopping, or minimizing the breach or the risk or the Supplier does not implement it without undue delay or in case an implementation fails, ZWILLING BEAUTY GROUP may suspend the business relationship until the Supplier has terminated the breach.

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