

**J D WILLIAMS & COMPANY LIMITED
CODE OF CONDUCT FOR SUPPLIERS OF GOODS (the "Code")**

This document details the standard of conduct J D Williams & Company Limited requires from all of its suppliers in relation to the conditions under which goods it supplies to N Brown Group and its brands are manufactured and supplied.

The Code forms part of the J D Williams & Company Limited Supplier Manual and as such is expressly incorporated into the Standard Conditions of Contract for the Purchase of Products and forms part of the Contract between J D Williams & Company Limited and the Supplier.

Suppliers must also ensure that any and all pre-approved sub-contractors meet these requirements.

J D Williams & Company Limited may refuse to place any business with a new supplier unless or until it receives a signed copy of this Code from the supplier, confirming that all the requirements of this Code will be met. Notwithstanding the above, in the absence of such written confirmation, the supplier shall be deemed to have read and accepted the requirements and obligations of this Code upon supplying products to N Brown Group.

This Code is mandatory. J D Williams & Company Limited may require verification of compliance with the Code by the carrying out of third party inspections and/or audits in accordance with the terms of the Contract. Where it is agreed (in writing) that the Supplier will be responsible for auditing its own suppliers'/manufacturers' compliance with the Code, the Supplier shall provide J D Williams & Company Limited with the results of such audits or inspections upon request.

Any incidences of non-compliance will be raised with the supplier and an agreeable resolution will be sought. Any breach of this Code by the Supplier, its agents, sub-contractors, suppliers or manufacturers shall be considered to be a material breach by the Supplier of its Contract with J D Williams & Company Limited and all of its group of companies.

CODE OF CONDUCT

1. FREEDOM OF EMPLOYMENT
2. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING
3. SAFE AND HYGIENIC WORKING STANDARDS
4. CHILD LABOUR SHOULD NOT BE USED
5. LIVING WAGES ARE PAID
6. WORKING HOURS ARE NOT EXCESSIVE
7. NO DISCRIMINATION IS PRACTISED
8. REGULAR EMPLOYMENT IS PROVIDED
9. NO HARSH OR INHUMANE TREATMENT IS ALLOWED

MIGRANT WORKERS AND DORMITORY PROVISION

- A. SUPPLIERS ARE RESPONSIBLE FOR MONITORING DORMITORY CONDITIONS (WHETHER OWNED OR RENTED) INCLUDING ENSURING PROVISION OF FIRE SAFETY PROCEDURES AND EQUIPMENT, FIRST AID, HYGIENIC TOILETS AND PERSONAL WASHING FACILITIES, SAFE AND HYGIENIC COOKING AREAS OR CANTEEN.
- B. ALL EXPENSES RELATED TO BRINGING WORKERS RECRUITED FROM OVERSEAS SHALL BE BORNE BY THE EMPLOYER INCLUDING:
 - i. Agency service fees both one time and recurring , recruitment or placement service fees in both sending and receiving countries, including commissions , referral fees or expenses paid to any sub agents
 - ii. Airfare or fare for other mode of international transportation, terminal fees, and travel taxes associated with travel from sending country to receiving country and the return journey at the end of the contract

- iii. Visa , including exit clearances and certificates
- iv. New passport (not applicable if workers already have valid passport at the time of hiring)
- v. Work and/or residence permits (including renewals)
- vi. Documentation fees including notarization, translation and legal fees.
- vii. Pre-deployment skills tests, certifications, background checks, or other requirements for employment by receiving country or supplier
- viii. Sending and receiving country medical exams, including vaccinations
- ix. Pre-and/or post departure training or orientation
- x. Transportation in receiving country to and from airport to supplier facility or provided accommodations
- xi. Security deposits or bonds
- xii. Sending and receiving country mandated fees, levy and insurance
- xiii. Contributions to worker welfare funds or government provided benefits in sending countries required to be paid by supplier

Full details of the list can be requested, our code is taken from the ETI base codes which lies in suit with the major UK retailers.

We confirm that we have read and understood the above Code and agree to comply fully with the requirements of the Code.

Signature

On Behalf of

Date