

## **Vendor Code of Conduct**

Elevate Textiles, Inc. (together with its direct or indirect subsidiaries, “Elevate” or “we”) takes pride in being a responsive and responsible producer of quality textiles and textile-related product solutions and services throughout the world. In working to achieve our mission, we continuously monitor our business initiatives to match consumer demand and add value for our customers and investors. While flexibility in our response to changing markets, customers, and economic conditions are important, adhering to the highest standards of integrity in the way we conduct our business is paramount.

How we do business and how we treat others are critical to protecting our global business and reputation in the industry. Integrity in dealing with others, including any contractor, subcontractor, agent, consultant, supplier, or other third parties, is a guiding principle of Elevate. We are committed to comply with all applicable laws and regulations in every country where we operate. Beyond legal and regulatory compliance, our dealings with others inside and outside the company are based on mutual respect, open communication, and cooperation. This behavior preserves the trust and respect of our fellow employees, customers, suppliers, and investors, and our neighbors in the communities where we live and work.

We expect every participant in our supply chain to operate lawfully and ethically. Accordingly, we require that such participants comply with the following guidelines set forth herein. If there are any questions or clarifications regarding this Vendor Code of Conduct (this “Code”), please contact Elevate Textiles’ Corporate Legal Department at [compliance@elevatetextiles.com](mailto:compliance@elevatetextiles.com).

### **Global Code of Conduct; Responsible Business Practices**

All third parties engaging on behalf of Elevate (including any contractors, subcontractors, agents, or consultants) shall cooperate with Elevate and comply with Elevate Textiles’ Global Code of Conduct (as the same may be amended, restated, supplemented or modified from time to time, the “GCC”) located at <http://www.elevatetextiles.com/home/global-code-of-conduct> and incorporated herein. In addition, any third-party vendors must conduct themselves in a legal and ethical manner in accordance with this Code, the GCC, and all applicable laws and regulations in each country where it operates.

### **Freedom of Association and Collective Bargaining**

All Elevate-approved vendors (“Vendors”) shall respect employee rights of freedom of association and shall recognize their right to be heard and collectively bargain. Accordingly, such vendors shall adhere to all applicable laws regarding such rights and any such trade unions, trade associations, or other organizations that are chosen by such employees to represent them. Workers must be allowed to join, or not join, trade organizations and participate in collective bargaining. Vendors shall make a good faith effort to work with such organizations and to ensure its employees are free from pressure, intimidation, or retaliation regardless of their choice to join or not join any such trade organization.

### **Health, Safety and Security**

All Vendors must provide a secure, safe and healthy workplace for their employees at all times. This includes (but is not limited to): legal and regulatory compliance, building safety, proper handling of hazardous materials, emergency planning and training, management of air quality and noise levels, safety equipment, and posted signs. Any relevant health and safety guidelines shall also apply to company

provided worker dormitories, when present. In addition, all Vendors shall maintain security procedures at its facilities to guard against the introduction of non-manifested cargo into outbound shipments (i.e. drugs, explosives, biohazardous materials and contraband).

## **No Child Labor**

No Vendor shall employ workers below the age the highest of 16 years, the local minimum age, or the mandatory school age. No Vendor shall employ any employee whose employment would interfere with compulsory schooling under applicable law. Operations employing persons under the age of 18 must, at a minimum, adhere to the International Labor Organization (ILO) standards regarding children's rights and any other local requirements relating to labor for young persons (including, without limitation, any applicable restrictions or specification relating to mandatory schooling or the nature and volume of work performed).

## **No Involuntary or Forced Labor**

No Vendor shall utilize prison, indentured, bonded, or any other type of involuntary, forced or trafficked labor. All Vendors shall employ its personnel strictly on a voluntary basis and such personnel shall be informed of their basic terms of employment. Any labor contracts or agreements between any Vendor and its employees shall be in the native language of the worker (or such language in which the worker is fluent) and shall fully comply with all legal requirements and shall not impose any form of coercion (i.e. substantial fines or loss of residency by leaving employment). In addition, in the event a Vendor hires any workers through an employment broker or agency, no Vendor shall withhold any such worker's passports. No worker shall bear the cost of any recruitment or similar fees.

## **Fair Compensation**

All Vendors must provide wages, allowances and benefits at or above either the legally required minimum wage in the country of operation or the prevailing local or industry wage, whichever is greatest. Employees must be offered all legally required benefits (including, without limitation, any mandatory social insurance to the extent required by local law). Wages shall be paid in regular intervals and accompanied by a written document that is clear and understandable. Employees must receive full compensation for overtime or holiday labor at the rate and level established by local regulations.

## **Hours of Work**

All Vendors shall comply with both the national and ILO regulations regarding work hours. Employees shall not be required to work in excess of local legal limitations. Employees must be informed at the time of hiring if mandatory overtime is a condition of employment. All employees shall be entitled to at least one day off in every seven-day period, except (to the extent permissible under applicable law) as required to meet urgent business needs.

In addition, all Vendors shall ensure that it has implemented and maintained policies and procedures to ensure that it is complying with local laws relating to working hours at all of its facilities, is transparent to its employees and externally about such hours, is ensuring that such working hours are being worked voluntarily, and is providing conditions that protect worker safety and health.

## **Discrimination, Diversity, and Equality; Non-Harassment**

While Elevate recognizes and respects cultural differences, workers should be employed and promoted

on the basis of their abilities to perform their job and not their personal characteristics or beliefs. No Vendor shall adopt practices or policies regarding hiring, compensation, advancement, termination, or access to training that discriminates on the basis of race, color, religion, sex, gender identity, sexual orientation, national origin, age, disability, or any other legally protected category.

No employee shall be subject to neither humiliating or corporal punishment nor physical, sexual, psychological, or verbal abuse (including, without limitation, any sexual harassment, indecent or threatening gestures, abusive tone or language, undesired physical or verbal contact, or bullying). Vendors shall ensure that their workplace is respectful of the dignity and rights of its employees.

## Documentation and Training

Elevate Textiles will diligently and continuously monitor compliance with the GCC and this Code in addition to its other applicable Vendor policies and procedures. All Vendors shall provide training programs and/or cooperate with Elevate with providing training programs to the extent necessary to ensure compliance with this Code and applicable laws. All Vendors must keep written documentation of their adherence to the GCC and this Code on site and such documentation shall be made available upon request to Elevate.

## Responsible Sourcing and Labor; Customs Compliance

In line with Elevate and their direct and indirect subsidiaries' organizational values, no Vendor shall:

- Knowingly source any product, including cotton fiber or fabric, from Turkmenistan, Uzbekistan or Syria to Elevate.
- Knowingly use Tantalum, Tin, Gold or Tungsten (3TG) or any other materials or their derivatives sourced from the Democratic Republic of Congo (DRC) or any adjoining countries to the DRC.
- Knowingly utilize prison or forced labor in its supply chain in any way, including without limitation any forced labor used in the cultivation, harvesting, ginning, and manufacturing of cotton and cotton yarns anywhere in the supply chain.

Each Vendor shall create and maintain working conditions in which (a) no workers pay for their job, (b) all workers retain control of their travel documents and have full freedom of movement, and (c) all workers are informed of their basic terms of their employment before leaving home.

In addition, each Vendor's facilities shall comply with applicable customs laws and shall establish and maintain compliance programs to comply with such laws (including, without limitation, any illegal trans-shipment of finished products). Each Vendor shall also ensure that its merchandise is accurately marked or labeled and shall maintain detailed records for production, materials and orders.

## Environmental Stewardship

All Vendors must comply with all applicable environmental laws, regulations and standards present in the country in which they operate. Facilities shall practice environmental management policies and procedures regarding emissions, greenhouse gases, water use, energy use, waste and hazardous materials including, but not limited to, maintaining appropriate permits and monitoring waste disposal and safety. Organizations should be aware of their environmental footprint and develop a culture of continuous improvement built to mitigate perceived negative impacts.

## Wastewater Discharge

All Vendors must operate in full compliance with local regulations regarding water withdrawal and wastewater discharge. Facilities, whether treating wastewater internally or discharging to an industrial wastewater treatment facility, must maintain current permits and comply with those requirements laid out in the permit.

## Responsible Chemistry

All Vendors must operate and maintain adequate policies and procedures regarding chemical management. This includes the Vendor verifying that the storage, handling, use, and disposal of all chemical products shall in compliance with the corresponding Material Safety Data Sheets or Safety Data Sheets. Also, Vendors that provide chemicals products to any Elevate facility must ensure they submit, at least annually, the Annual Manufacturing / Restricted Substance List (M/RSL) Chemical Disclosure Form to Elevate. Furthermore, Vendors that provide New chemical products to any Elevate facility are required to submit the New Product Disclosure form for each new chemical product before it enters the facility. New chemicals products are defined as any chemical products that have not been supplied to the applicable Elevate facility previously under the same trade name. It is the expectation that each Vendor providing chemicals to an Elevate facility, will take the initiative to both request and submit the required forms. Forms can be requested from and submitted to [compliance@elevatetextiles.com](mailto:compliance@elevatetextiles.com).

## Vendor Audits

All Vendors vendors must agree, upon receipt of prior notice by Elevate, to be audited, inspected, monitored and/or evaluated by Elevate or any of Elevate's designees to determine Vendor's compliance against the requirements laid out in the GCC, this Code, and any other policies, procedures or requirements set forth in any agreement between Vendor and Elevate.

*[No further text on this page; Certification follows.]*

## CERTIFICATION

By signing this Certification below, Vendor hereby certifies to Elevate Textiles Inc. (together with its direct and indirect subsidiaries, "Elevate") that it has received and reviewed Elevate's Vendor Code of Conduct (the "Code") and Elevate's Global Code of Conduct (the "GCC"), and acknowledges and agrees to abide by, and shall cause any of its contractors and subcontractors to abide by, the terms and conditions thereof in addition to any policies, procedures or other agreements it may have with Elevate. In addition, Vendor agrees to immediately inform Elevate in writing if, after the date this Certification was executed, there is any change in Vendor's circumstances, or Vendor learns of any error or omission, that causes any of the certifications, representations, or statements hereunder to be untrue, inaccurate, or misleading. In the event Elevate seeks any re-certification of the foregoing from time to time, upon written request from Elevate, Vendor shall execute any such re-certification. Additionally, Vendor agrees to hold Elevate and its directors, officers and employees harmless against, and will defend and indemnify Elevate and its directors, officers and employees against, any and all claims, losses, liabilities, expenses, and damages, caused by Vendor's or any of Vendor's contractor's or subcontractor's failure to comply with the provisions of the Code or the GCC.

### Signature/Stamp

I hereby certify the foregoing to Elevate, on behalf of and in my capacity as an authorized officer or representative of Vendor.

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Name of Vendor (Type or Print)

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Name of Authorized Representative (Type or Print)

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Title of Authorized Representative (Type or Print)

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Signature

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Date

Company Stamp

(If applicable)