

ACCELL GROUP CODE OF CONDUCT FOR SUPPLIERS

This Code of Conduct for Suppliers (the "**Code of Conduct**") was drawn up by the Board of Management of Accell Group BV on 1 April 2023.

This Code of Conduct for Suppliers is also published on the website of Accell Group BV: www.accell-group.com.

Accell Group BV and its group companies (together referred to as "**Accell Group**") is committed to the highest standards of social and environmental responsibility and we expect our suppliers, buying agents and (sub)contractors ("**Suppliers**") to operate on the same basis. Suppliers should therefore operate on the basis of respect, appreciation and commitment and all their activities must be carried out with honesty, sincerity, care and integrity.

This Code of Conduct outlines the fundamental requirements concerning safe and fair working conditions and the responsible management of environmental and social issues in the supply chain of Accell Group. Accell Group expects all Suppliers of Accell Group to act in accordance with this Code of Conduct including aligning policies, practices and guidelines and communicating and enforcing the Code of Conduct throughout their organization and across their supply chain.

This Code of Conduct is in compliance with the World Federation of Sporting Goods Industry ("**WFSGI**") code of conduct, the international labour standards outlined in the relevant conventions of the International Labour Organization ("**ILO**"), and the UN Declaration of Human Rights.

1. General

- 1.1. The Supplier shall adhere to this Code of Conduct and shall ensure that its contractors and suppliers adhere to this Code of Conduct. Any reference to the Supplier in this Code of Conduct shall therefore also apply to contractors and suppliers of the Supplier.

2. Legal Compliance

- 2.1. In all its activities, the Supplier shall operate in full compliance with national and local laws, rules and regulations relevant to its business operations. Local industry standards should prevail when providing a higher level of protection than the local legal requirements.
- 2.2. In countries where the legal requirements fall short of internationally recognized standards, the Supplier should at least apply the minimum criteria as set forth in this Code of Conduct.

3. Human Rights and Labour

- 3.1. The Supplier must abide by applicable employment standards, labor, non-discrimination and shall recognize and respect internationally proclaimed human rights legislation.
- 3.2. The Supplier must conduct reasonable human rights due diligence in accordance with the UN Guiding Principles on Business & Human Rights to identify human rights impacts in all business arrangements, including partnerships, joint ventures, and the use of intermediaries such as agents or consultants
- 3.3. The Supplier shall treat every employee with respect and dignity and every employee shall have the right to a workplace free from physical, sexual, psychological or verbal harassment or abuse.
- 3.4. In any event the Supplier shall apply the minimum criteria as set out hereafter:

Child labour

- 3.5. The Supplier does not resort to using persons at an age younger than 15 (or 14 where the country of manufacture has declared a minimum age of 14 under the ILO Minimum Age Convention 1973, no. 138) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15, for any operation whatsoever.
- 3.6. The Supplier does not expose young employees under 18 to situations that are hazardous, unsafe or harmful to health.
- 3.7. The Supplier must verify the age of its employees and maintain copies of its employees' proof of age.

Forced Labour

- 3.8. The Supplier does not resort to or allow the use of forced labour, whether in the form of prison labor, indentured labor, bonded labor, or other forms of forced labour. No employee can be compelled to work through force, the threat of force or intimidation of any form.
- 3.9. The Supplier's personnel must be free to leave the work area after completing the standard work hours. Employees are free to stop working for the Supplier if reasonable notice has been given.
- 3.10. The Supplier must furthermore not engage in or support human trafficking and is encouraged to implement due diligence measures to ensure that no human trafficking exists within their extended supply chains. The Supplier must fully comply with requirements of applicable slavery, forced labour and human trafficking laws without limitation.

Disciplinary Practices

- 3.11. The Supplier does not resort to or allow the use of corporal punishment or any other form of physical or psychological coercion or intimidation against employees.
- 3.12. The Supplier does not authorize any behavior, including gestures, language and physical contact, that is sexually coercive, threatening, abusive or exploitative.

Non-discrimination

- 3.13. The Supplier shall employ employees solely on the basis of their ability to do the job, and shall not resort to or allow discrimination on the basis of age, gender, racial characteristics, maternity or marital status, disability, sexual orientation, nationality or cultural, religious or personal beliefs, political opinion, or social or ethnic origin or otherwise in relation to hiring, wages, benefits, advancement, disciplines, termination or retirement.

Freedom of Association and Collective Bargaining

- 3.14. The Supplier shall recognize and respect the rights of employees to join employees organizations and associations of their own choosing, and to bargain collectively, without interference, discrimination, retaliation or harassment. Where the right to freedom of association and collective bargaining is restricted under local law, the employer shall consider the development of parallel means for independent and free association and bargaining.

Health and Safety

- 3.15. The Supplier provides all its employees with adequate information and instruction on health and safety concerns and to enable its employees to meet their responsibilities for the maintenance of a health and safe workplace.
- 3.16. The Supplier guarantees that it complies with all applicable safety and health laws and regulations.
- 3.17. Supplier makes sure that the work environment is safe, clean and wholesome and that it takes adequate measures to avoid accidents, bodily injury and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.
- 3.18. This includes protection from the risk of fire, accidents, and toxic substances, or any other industrial, environmental or climatic risk. There must be appropriate lighting, ventilation and heating systems.
- 3.19. Protective rules relating to pregnant women shall be applied by the Supplier.
- 3.20. The Supplier shall ensure that employees have access at all times to potable water, sanitary washing facilities and an adequate number of clean toilets, fire extinguishers, and fire exits. The Supplier's buildings can also be evacuated quickly and effectively.

- 3.21. The Supplier must have safety and health policies and procedures that are clearly communicated to the employees.
- 3.22. The Supplier shall ensure that the before mentioned standards and requirements also apply to employee residential facilities, where provided to employees.

Wages and Benefits

- 3.23. The Supplier shall provide wages that comply with all applicable laws and regulations or that are in line with the prevailing local manufacturing or industry rates, and the individual's employment contract or other applicable contract or collective agreement. The wages must always be adequate to meet the basic needs of employees. In all cases wages should be fully compensating for all time worked and must equal or exceed the minimum wage or the prevailing industry wage, whichever is higher.
- 3.24. Each employee shall be provided with all legally mandated benefits. These may include: meals or meal subsidies; transportation or transportation subsidies; other cash allowances; pension; health care; child care; emergency, pregnancy or sick leave; religious or bereavement leave; and contributions for social security and other insurance, including life, health and employees compensation.
- 3.25. In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at the premium rate in accordance with the law of the country of manufacture. In those countries where such laws do not exist, employees shall be compensated at a rate exceeding their regular hourly compensation rate, regardless of whether employees are compensated hourly or by piece rate.

Working Hours

- 3.26. Employees shall not be required, except in extraordinary business circumstances, to work in excess of 60 hours per week, including overtime, or the local legal requirement, whichever is less. Employees shall never work more than 6 consecutive days and be entitled to at least one day off for every seven day period.
- 3.27. While it is understood that overtime may be required, Suppliers shall carry out operations in ways that limit overtime to a level that ensures humane and productive working conditions.
- 3.28. Employees shall be granted and correctly compensated for any types of paid leave or time off to which they are legally entitled, which may include, holiday, maternity/parental leave, family care leave and sick leave.

Grievance Mechanism

- 3.29. The Supplier must have in place a grievance mechanism or complaints procedure in line with the effectiveness criteria of the United Nations Guiding Principles on Business and Human

Rights or other applicable laws. It will encourage and enable its employees to report concerns or illegal activities. The Supplier shall follow up on concerns and take corrective actions if needed. The grievance mechanism or complaints procedure also needs to be made available and actively communicated to external rights holders. The Supplier guarantees that individuals filing complaints will not be subject to reprisals or disciplinary action of any kind.

4. Environmental Protection

- 4.1. The Accell Group requires the Supplier to have environmental and sustainability commitments and operating standards comparable to our own. The Supplier shall comply with all applicable laws and regulations in respect of protecting the environment and make sure it obtains the valid required environmental permits and registrations at all times for its business operations. The Supplier shall maintain procedures for notifying local authorities in the event of an environmental accidents resulting from the Supplier's operation.
- 4.2. The Supplier shall commit to reducing its carbon foot print in accordance with the available scientific standards.

The Supplier should aim for progressive improvement in its environmental performance, not only in its own operations, but also in its relationships with partners and subcontractors. This includes:

- a) Integrating principles of sustainability into business decisions;
- b) Responsible use of natural resources such as land, soil, energy and water;
- c) Reducing, minimizing and avoiding pollution and waste including solid, liquid and atmospheric conditions;
- d) Designing and developing products, materials and technologies according to the principles of sustainability; and
- e) Encourage environmental friendly technologies implementing sound live-cycle practices and voiding adverse effects on the community.

5. Integrity

- 5.1. Accell Group conducts its business with honesty and integrity, and in compliance with requirements of all applicable laws. As such, Accell Group expects its Suppliers to maintain the highest standards of integrity, which shall include in any event, but is not limited to:
- a) Anti-bribery and corruption: any and all forms of bribery are strictly forbidden. The Supplier shall not accept or give personal gifts, remunerations or any other favors that could affect the integrity of business decision-making. The Supplier shall have adequate internal procedures in place to ensure adherence to applicable anti-bribery and corruption laws;
 - b) Money laundering;
 - c) Fraud;
 - d) Tax evasion; and
 - e) Conflicts of interest.
- 5.2. The Supplier shall keep financial records in accordance with all relevant legal and regulatory requirements and applicable accounting practices.
- 5.3. The Supplier should take appropriate steps to ensure that all who act for or on its behalf comply with such obligations.

6. Competition

- 6.1. The Supplier shall adhere to all applicable competition laws and, in particular, will not fix prices, rig bids, allocate customers or markets or exchange current, recent, or future pricing information with its competitors.

7. Trade Compliance

- 7.1. Suppliers must maintain and share accurate trade data and documents related to their products.
- 7.2. Suppliers must comply with local laws and international sanctions regulations and not engage in or cause Accell Group to engage in any form of sanction breaches.
- 7.3. Supplier shall be aware that under no circumstances Accell Group wishes to buy products and/or semi-finished products containing substances or materials that are on the worldwide sanctions lists, or are otherwise restricted or banned.
- 7.4. It is each supplier's own responsibility to determine if their products and/or semi-finished products contain substances or materials that are on the worldwide sanctions lists, or are otherwise restricted or banned.

- 7.5. Accell Group reserves the right to return or scrap (suspected) violating products at the expense of the supplier, to terminate the relationship with the supplier suspected of having violated applicable sanctions and export controls and the right to recover any fines and/or damages from the supplier in such case.

8. Privacy and Data Protection

The Supplier shall protect confidential information. The Supplier must adopt and maintain processes to provide reasonable protections for personal, proprietary and confidential information, including information that they access, receive or process on behalf of the Accell Group. The Supplier must comply with all applicable privacy / data protection and information security laws and regulations.

9. Monitoring of Compliance

- 9.1. The Supplier undertakes to meet all the obligations set out in this Code of Conduct and takes the corrective and preventive measures necessary to anticipate, identify, analyze, resolve and monitor any breach of this Code of Conduct.
- 9.2. The Supplier authorizes Accell Group and its principals to conduct scheduled and unscheduled inspections of Supplier's facilities for the purpose of ensuring compliance with this Code of Conduct.
- 9.3. When violations are found, Accell Group and the Supplier concerned will agree on a corrective action plan that eliminates the problem in a timely manner. If it is determined that a Supplier is knowingly and/or repeatedly in violation of this Code of Conduct, Accell Group and its principals shall take appropriate corrective action, which may include cancellation of orders and/or termination of business with the Supplier in question.

10. Supplier Agreement

- 10.1. Accell Group is dedicated to full and complete compliance with all laws and regulations applicable to the conduct of its business and expects the utmost cooperation and commitment to such efforts from its Suppliers. It is therefore requested that the owner, president, managing director or chairperson (or other authorized representative) of the Supplier's company signs and returns a copy of this Code of Conduct thereby confirming the understanding of its contents and agreement to undertake the obligations set forth herein.

In closing, we highly value the relationship with your company and believe that you share our compliance concerns. Thank you in advance for your cooperation and we look forward to continually strengthening our relationship for years to come.

Version 2
1 April 2023

For agreement

Company:

Name signatory:

Date:

Title:

Place:

Signature: