

## Supplier Compliance Policy

This policy applies to all suppliers of Nygård International Partnership (“Nygård”) and its affiliates and sets out the basic requirements that all suppliers must meet in order to do business with Nygård.

Supplier agrees to comply as follows:

1. Supplier shall operate in compliance with all applicable laws, rules and regulations, including but not limited, to those laws relating to labour standards, worker health and safety, and the environment;
2. Supplier shall not discriminate or tolerate any discrimination with regard to hiring and employment practices on the basis of race, gender, age, nationality, religion, marital status, social or ethnic origin, disability, sexual orientation or political affiliation;
3. Supplier shall not use any form of forced, indentured or prison labour;
4. Supplier shall strictly prohibit child labour, as defined by local law, but in any event no child under the age of fifteen (15) years of age shall be employed;
5. Supplier shall treat all workers with respect and dignity, and shall not use corporal punishment, threats of violence or any other form of physical, sexual, psychological or verbal harassment or abuse;
6. Supplier shall permit its employees to enjoy all civil rights granted under the constitution and laws of the country in which they are employed;
7. Supplier shall take all reasonable precautions to ensure its workplace is safe from all hazards;
8. Supplier shall adhere to all applicable environmental laws;
9. Supplier shall maintain all documentation that may be needed by Nygård to confirm compliance with this Policy;
10. Nygård may inspect Supplier’s facilities, with or without notice, to assess compliance with this Policy and to audit Supplier’s records and practices;
11. Supplier shall prominently post a copy of this policy, translated to the local language, in a place readily accessible to its employees, in all of its business locations; and
12. Nygård reserves the right to terminate all contracts with Supplier for failure to adhere to this Policy.
13. Supplier is not authorized to assign or subcontract any item on a PO or ICS package without prior written approval from Nygård. Any approved subcontractor will be bound by the Supplier, Nygård PO or ICS package and these Supplier Compliance Policies. A permitted subcontractor shall evidence its agreement to be bound by this Policy in writing.
14. All of the work Product developed, created or prepared in connection with the PO or ICS package is the sole and exclusive property of Nygård. The Supplier agrees that any and all proprietary information and intellectual property of Nygård including but not limited to designs, discoveries, creations, financial, logistics, marketing, models, inventions, drawings, prints (in all media forms), notes, documents and all other Nygård information obtained directly or indirectly is to be treated as confidential, proprietary Nygård property and information.

15. Supplier agrees to not copy, alter or directly or indirectly disclose any Nygård confidential or proprietary information obtained as a result of performance in connection with a PO or ICS package and agrees to hold any such information in strict confidence to the same degree the Supplier protects its own confidential information. The Supplier, its agents and assigns will be held financially responsible for any Nygård damages caused by any breach of confidentiality relating to Nygård information.

AGREED TO AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Supplier/Company Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Business Telephone

\_\_\_\_\_  
Authorized Name (Printed)

\_\_\_\_\_  
Business Fax Number

\_\_\_\_\_  
Company Title

\_\_\_\_\_  
Email Address