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## SHEIN Supplier's Undertakings of Code of Conduct

Date: \_\_\_\_\_, 20\_\_

**To: ROADGET BUSINESS PTE.LTD. (together with its affiliates, the "Customer")**

We ("**supplier partner**"), as a direct or indirect manufacturer or supplier of certain products, raw materials, or services to the Customer, hereby irrevocably agree and covenant to the Customer that, during our procurement, production, promotion, sales and disposal of such products or services, we shall comply with the minimum standards set forth in the following Code of Conduct:

- 1. Legal requirements.** As a supplier partner, we shall operate in full compliance with local laws, rules, governmental orders and regulatory requirements in the countries or regions where we operate our business.
- 2. Employment must be voluntary.** The supplier partner shall not use forced labor, including prison labor, bonded labor or other forms of forced labor, and comply with the International Labor Organization's Conventions on forced labor (including amendments, supplements or restatements from time to time), in their direct or indirect procurement. The supplier partner acknowledges that the Customer does not tolerate suppliers that traffic workers or in any other way exploit workers by means of threat, force, coercion, abduction, or fraud. Subject to the applicable laws, all work must be voluntary, and workers must be able to leave work and terminate their employment or other work status with reasonable notice, and workers must not be required to pay recruitment, hiring, agents' or brokers' fees, or other related fees for their employment either in their home country or the country where work is performed. Supplier partner is required to bear or reimburse to their workers the cost of any such fees incurred at any point during the recruitment process, even if outside of the suppliers' direct control of the recruitment process. Upon the Customer's request, all fees and expenses charged to workers must be disclosed to Customer and/or communicated to workers in their native language in advance of employment or work.

Supplier partner must not require workers to surrender government issued identification, passports, or work permits as a condition of working. Supplier partners may only temporarily hold onto such documents to the extent reasonably necessary to complete legitimate administrative and immigration processing. Workers must be given clear, understandable documentation that defines the terms and conditions of their engagement in a language and manner understood by the workers.

Supplier partner further agrees to hold their third-party labor agents or brokers to the standards and practices covered by this Code of Conduct.

Supplier partner shall monitor the practices of recruitment agencies and labor brokers and employ agencies that act ethically and in the best interests of workers when contracting labor. Supplier partner shall require and use its best efforts to ensure that staffing or recruiting agencies comply with our Code of Conduct, as well as all applicable laws of the country where work is performed and the worker's home country.

- 3. Employees must be over 16 years old.** The supplier partner shall not hire minors under age 16. If the supplier partner has any employees that are older than 16 years of age, but under 18 years of age, supplier partners shall not require them to engage in work in any form that is harmful to the body, and must provide such employees with necessary work protection.

- 4. No discrimination.** The supplier partner shall not discriminate against its employees in terms of gender, race, religion, age, disability status, sexual orientation, pregnancy status, marital status, nationality, political opinion, union affiliation, social or ethnic background, or any other aspects, with reference to the 1998 International Labor Organization Declaration on Fundamental Principles and Rights at Work, against which such discrimination is prohibited under the

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applicable laws of the relevant country/region. Discrimination includes but is not limited to the establishment of any unreasonable obstacles or restrictions in employment, salary, promotion or discipline, etc.

**5. Respect for freedom of association and collective bargaining between labor and management.** The supplier partner shall respect employees' freedom of association and the right to collective bargaining between employees and management. Employees have the right to form and join trade unions and other workers' organizations of their own choosing, and they shall not be subject to any harassment, interference or retaliation for the foregoing actions.

**6. Pay salary on time.** The supplier partner shall pay employees' wages on time, and the amount of wages shall not be lower than the minimum wage required by the laws of the country/region where the supplier partner is located, and comply with the legal requirements for overtime compensation. There shall not be disciplinary deduction from wage payment.

**7. No harassment or abuse of employees.** The supplier partner shall treat employees with respect and dignity, and shall not harass or abuse their employees physically, sexually, mentally or verbally.

**8. Working hours.** The supplier partner shall arrange working hours reasonably and shall comply with local laws and regulations. Agreement between employee and supplier on working hours shall be agreed upon transparently with the employee before starting employment.

**9. Workplace health and safety.** The supplier partner shall provide a safe, hygienic and healthy workplace environment, and take necessary measures to prevent employees from accidents and injuries arising out of, or related to, work in the course of their services.

**10. Minimize impact on the environment.** The supplier partner shall strictly comply with applicable laws and regulations related to environmental protection (including but not limited to emissions, solid/hazardous waste and wastewater emissions). The supplier partner shall adopt reasonable measures to reduce or mitigate the negative impact of their operations on the environment, and be committed to continuous improvement, protecting the environment, and maintaining ecological balance.

**11. Audit and supervision.** The supplier partner understands and agrees that, regardless of whether prior notice is given, the Customer and its designated agent is entitled to take all reasonable and necessary measures to inspect and supervise the supplier partner in the course of its fulfillment and performance of this Code of Conduct. Such measures include but are not limited to interviews with employees/workers of the supplier partner, entering and accessing all of the supplier partner's workplace, such as the production facilities or workplaces, etc., and reviewing relevant documents and files of the supplier partner, etc., with or without notice to the supplier partner. Upon the Customer's request, the supplier partner shall immediately provide corresponding certification materials according to the company's request to prove that supplier partner has met the requirements of this Code of Conduct. The supplier partner represents and warrants that the supporting materials provided shall be true, accurate, complete and non-misleading in terms of proving its satisfaction of the requirements of this Code of Conduct.

**12. Improvement actions.** If the supplier partner is found to have violated this Code of Conduct, the Customer will have the right but not the obligation to negotiate a remediation plan with the supplier partner to resolve the violation within a reasonable period of time. If the supplier partner fails to remediate within a reasonable time or refuses to rectify after receiving the remediation notice from the Customer, the Customer has the right to unilaterally cancel the order and/or immediately terminate all business cooperation with the supplier partner, and the Customer should not, as a result of the aforementioned cancellation of orders or termination of cooperation, be liable for any form of breach of contract, infringement or damages. And in the event that any losses are suffered by the Customer due to the breach of this Code of Conduct by the supplier partner, the supplier partner shall, upon the Customer's notice to the supplier partner, indemnify and hold harmless the Customer against all losses (including any amount incurred due to the collection of

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such losses). Specifically, with respect to each product produced as a result of breach of this Code of Conduct, the supplier partner shall be liable for liquidated damages in an amount equal to three (3) times the purchase price paid by the Customer. In addition to cancelling orders or terminating the business relationship with supplier partner, in the event that supplier partner fails to remediate violations, Customer reserves the right to report the results of the remediation plan with the supplier partner to regulatory authorities, industry associations, and third-party auditors.

**13. No Sub-contracting or Partial Sub-contracting.** Supplier partners hereby further acknowledge to agree to and carry out the previously made requirements and commitments in relation to sub-contracting, partial sub-contracting, and assigning the subject matter of the cooperation: Supplier partners represent and warrant that all the products, materials, or services are produced and/or provided by themselves and by no other. Without prior written consent of the client, supplier partners shall not sub-contract, partially sub-contract or assign in any way the obligations outlined in the contract or commitment document (if any) executed with the client regarding the provision of products, services, rights and obligations to a third party ("**subcontractor**"). Any purported assignment shall be deemed invalid. If the client consents to the said assignment, supplier partners shall make available to the client the name, address, and information requested by the client pertaining to the said subcontractor promptly (not later than 5 working days after the client's consent). The said assignment shall only be allowed under the preconditions:

- (a) Supplier partners that make efforts to ensure that the sub-contractor is without any right to further sub-contract, partially sub-contract, or assign in any way the relevant rights or obligations, unless with the prior written consent of the client;
- (b) Supplier partners shall explicitly express to the sub-contractor and the sub-contractor shall agree that the production or provision of all the materials, products, or services in discussion will eventually be used and relied on by the client, to which the client may hold the sub-contractor liable;
- (c) Supplier partners shall bear unlimited joint liability for all the acts of the sub-contractor and any consequential damage and shall take the responsibility as per the contract or commitment document (if any) previously executed with the client;
- (d) Supplier partners shall, at all times, ensure the continuous compliance of the sub-contractor with the rules set forth in this Code of Conduct by conducting an audit and supervision of the sub-contractor and providing the audit result at the client's request;
- (e) Supplier partners shall explicitly express to the sub-contractor and the sub-contractor shall agree that the client is entitled to carry out the aforesaid audit and supervision of the sub-contractor, to the extent of a full scope audit and supervision campaign, to which the sub-contractor must exert all of its necessary assistance.

**14. Date of Effectiveness.** The purpose of this Code of Conduct is to summarize and emphasize the preconditions upon which a legitimate and compliant cooperation with the client shall commence.

The supplier partner hereby expressly acknowledges that it has reviewed and understood the aforementioned undertakings in this Code of Conduct, and agrees that, upon requests pursuant to laws, regulations or by regulatory authorities, or in the Customer's sole discretion, the Customer shall be entitled to disclose this Code of Conduct. The supplier partner further agrees that, in order to satisfy the requirements of regulatory authorities, the supplier partner may, upon requests of the Customer, execute additional translated versions of this Code of Conduct. And in the event of any discrepancies between this Code of Conduct and such translated versions, the version accepted by the regulatory authority shall prevail. This Code of Conduct, slated to take effect since the date recorded upfront, shall holistically constitute the commitment, representation, and warrant of the undersigned made on all the matters described in this Code of Conduct and supersede any prior discussion, description, expressed intent, understanding, or relevant commitment, representation, and warrant, oral or written or given in any other way.

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[supplier partner name]

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