



Code of Conduct

English Version

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1.0 General principles

The Code of Conduct describes what C&A expects from suppliers and business partners regarding legal compliance, human rights and labor practices, environmental performance, animal welfare, and anti-corruption.

Expectations related to other topics, such as quality standards, product specifications, and delivery instructions, are addressed in our General Terms of Supply and other policies and guidelines. Adhering to the Code of Conduct is just as important as meeting our quality standards and delivery deadlines.

C&A is committed to international human rights, labor rights, and environmental protection. Our Code of Ethics details our expectations for employees regarding legal compliance and ethical standards in business and professional conduct. C&A is dedicated to identifying, preventing, and mitigating negative impacts on workers and communities within our supply chain and on the environment, including cooperating with external stakeholders such as workers, their representatives, and communities. To avoid negative impacts on suppliers, C&A is committed to reviewing our sourcing and purchasing practices and making adjustments as necessary.

The requirements of the Code of Conduct are explained in more detail in the Code of Conduct Support Guidelines. These guidelines provide additional instructions on how compliance should be ensured by suppliers and business partners, as well as what C&A considers advanced practices. C&A reserves the right to add requirements, provide additional guidance to ensure compliance, or indicate advanced practices in the Support Guidelines and to develop specific guidelines for certain types of suppliers or business partners. Any updates will be shared promptly with the relevant suppliers and partners.

The requirements apply to all C&A suppliers and business partners. For partners supplying goods¹ (Suppliers²), the Code of Conduct applies to all production units used to manufacture, finish, or process C&A goods or their components, regardless of whether these units are operated by entities wholly or partially owned by suppliers, including subsidiaries (majority stakes) and affiliates (minority stakes), or contracted by agents/importers or subcontracted entities or individuals. Manufacturing, finishing, or processing C&A goods or components may cover any stage of production. For business partners, this means the Code of Conduct applies to all companies with which C&A enters into a contractual relationship for the provision of a non-commercial product or service, such as service providers and project collaborators.

Suppliers and business partners must implement and adhere to the Code of Conduct. Additionally, suppliers must obtain C&A's approval for all production units, whether owned or

¹The merchandise must include any finished product sold by C&A under its own name or brand, or through its retail outlets and online channels.

²Throughout the Code of Conduct and its Supporting Guidelines, the term "suppliers" should be understood as "suppliers and their production units."



subcontracted, before production begins. The use of any unauthorized production unit is strictly prohibited. Suppliers are responsible for ensuring full compliance with the Code of Conduct in any subcontracted production unit. Details regarding subcontracted production are outlined in the Support Guidelines.

C&A expects suppliers and business partners, regardless of their position in the value chain—including fabric, fiber, and raw material suppliers—to follow the same standards. To this end, C&A requires its suppliers and business partners to communicate the requirements of this Code of Conduct to their own suppliers and partners and to monitor compliance through appropriate means. C&A expects suppliers and partners to know their supply chains and address non-compliance promptly whenever concrete indications arise.

When C&A identifies entities producing fabrics, fibers, or raw materials within its deeper supply chain for C&A goods, C&A requires these entities to sign and comply with this Code of Conduct. Additionally, C&A may encourage such entities to voluntarily sign this Code of Conduct so that C&A and these entities can work together to improve human rights and environmental performance.

C&A seeks to work with suppliers and business partners who share the core objectives of the Code of Conduct—namely, protecting people and the environment and adhering to high ethical standards in business practices. Applying lower standards for other clients is incompatible with a shared commitment to these objectives. It is important to note that the provisions of the Code of Conduct represent minimum standards, not maximum ones.

C&A expects suppliers and business partners to pursue continuous improvement in human rights, specifically working conditions and environmental performance. C&A will consider suppliers and partners who demonstrate active engagement in continuous improvement for long-term business relationships. C&A will support suppliers who are open, honest, and genuinely committed to improving working conditions and environmental performance to overcome challenges in meeting the requirements of this Code of Conduct.

C&A expects suppliers and business partners to adopt management systems aimed at preventing non-compliance risks with the Code of Conduct and to take corrective measures necessary to ensure ongoing adherence. In this context, suppliers and partners are expected to engage with relevant stakeholders, including workers and their representatives, where appropriate.

C&A's contractual terms and conditions with suppliers and business partners will specify whether and which additional requirements apply regarding:

- Monitoring compliance with the Code of Conduct, whether through self-assessments, verified self-assessments, audits/visits by C&A staff or designated third parties, and respective corrective action plans;
- Transparency and accuracy of records;
- Disclosure of names and locations of production units, including those of input/raw material suppliers.

C&A maintains a whistleblowing and grievance channel (Fairness Channel) accessible by any person or organization that may raise a concern about unethical and unlawful behavior, violations of the Code of Conduct, or other concerns about potential or actual human rights violations or environmental damage in relation with C&A's supply chain or other business to confidentially and independently acting persons in charge for such cases.

2.0 Requirements

C&A expects its suppliers and business partners to operate responsibly and to make every effort to protect people and the environment. This includes identifying, preventing, and mitigating risks within their operations and supply chains.

The expectations outlined below reflect our commitment to promoting adherence to internationally recognized human rights standards throughout our supply chain and business relationships, in accordance with the United Nations (UN) Guiding Principles on Business and Human Rights, the International Bill of Human Rights, and the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work.

We base our specific expectations regarding human rights on the international conventions and recommendations referenced in each section of this Code of Conduct. Furthermore, our expectations for responsible business conduct—both for our own operations and for those of our suppliers and business partners—are aligned with the recommendations outlined in the OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector.

2.1 Legal Compliance

- Suppliers and business partners must comply with national legislation and all other applicable laws, including those covering topics not addressed in this Code of Conduct. Suppliers and business partners are required to obtain and maintain all necessary authorizations and/or licenses, particularly in any area related to environmental protection.
- When both legal provisions and the Code of Conduct address the same subject, suppliers and business partners must apply the provision that offers greater protection for workers or the environment. If the expectations expressed in this Code of Conduct place suppliers and business partners in conflict with national laws, they are expected to seek ways to uphold the human rights principles and values underlying international standards—translated and reflected in this Code of Conduct—to the greatest extent possible without violating domestic legislation.
- Suppliers and business partners must ensure that intellectual property rights are respected and that illegal copies are neither offered nor produced.

3.0 Labor and Human Rights

C&A expects suppliers and business partners to respect workers' human rights and comply with the requirements set forth in this Section. When necessary, C&A will work closely with suppliers and business partners to support them in achieving compliance.

3.1 Child Labor

ILO Convention on Minimum Age, 1973 (No. 138)

ILO Convention on the Worst Forms of Child Labor, 1999 (No. 182)

ILO Recommendation on the Worst Forms of Child Labor, 1999 (No. 190)

UN Convention on the Rights of the Child

- Workers must be at least 16 years of age, or older if required by local law, including regulations on compulsory education.
- Suppliers and business partners must comply with all special protections for young workers under the age of 18, as required by applicable law.
- Workers performing hazardous tasks or working night shifts must be at least 18 years of age.

3.2 Equality, Inclusion, and Non-Discrimination

ILO Convention on Equal Remuneration, 1951 (No. 100)

ILO Convention on Discrimination (Employment and Occupation), 1958 (No. 111)

ILO Convention on Vocational Rehabilitation and Employment (Persons with Disabilities), 1983 (No. 159)

ILO Recommendation on Equal Remuneration, 1951 (No. 90)

ILO Recommendation on Vocational Rehabilitation and Employment (Persons with Disabilities), 1983 (No. 168)

ILO Convention on Maternity Protection, 2000 (No. 183)

ILO Recommendation on Maternity Protection, 2000 (No. 191)

International Covenant on Economic, Social and Cultural Rights

- Suppliers and business partners must recruit, hire, assign, train, compensate, and promote individuals solely based on their performance, skills, experience, and job requirements.
- Suppliers and business partners must not engage in, support, or tolerate any form of direct or indirect discrimination in employment, including recruitment, hiring, placement, training, working conditions, job assignments, compensation, promotions, discipline, termination, and retirement, based on age, disability, gender identity, sexual orientation, ethnicity, race, nationality, religion, socioeconomic background, caste, marital or family status, pregnancy, union affiliation, political opinion, or any other dimension of identity and its intersections. A commitment to non-discrimination must be explicitly included in the supplier's or business partner's human rights policy, workforce standards, or equivalent.
- We expect our suppliers and business partners to commit to equity and inclusion and take appropriate measures to ensure the implementation of these commitments. We encourage our suppliers and business partners to demonstrate their commitment through advanced practices.
- Suppliers and business partners must provide pregnant and breastfeeding women with paid maternity leave and special protections against health and safety risks, in accordance with applicable legal requirements.

- When legally required, suppliers and business partners must provide professional childcare facilities for workers and employees. Beyond legal requirements, C&A encourages them to offer daycare services and parental leave whenever possible.

3.3 Forced Labor

ILO Convention on Forced Labor, 1930 (No. 29)

2014 Protocol to the Forced Labor Convention, 1930 (Convention No. 29)

ILO Convention on the Abolition of Forced Labor, 1957 (No. 105)

- Workers must perform their work voluntarily, meaning that all forms of forced labor—including bonded, slave, and prison labor, or any other work performed under threat of penalty, sanction, or political coercion—are strictly prohibited.
- Suppliers and business partners must not infringe on the free choice of employment. Under no circumstances should they require deposits, retain identity documents, or withhold wages. Recruitment fees must be borne by the supplier or business partner.
- When third parties are used for the recruitment of workers, suppliers and business partners must ensure that these third parties comply with the requirements set forth in C&A's Code of Conduct, as well as C&A's policy on forced labor and the guidelines on migrant labor contained in the Supporting Guidelines to the Code of Conduct.
- Freedom of movement must be respected.
- Suppliers and business partners must allow workers to terminate their employment contract after providing reasonable notice.

3.4 Freedom of Association

ILO Convention on Freedom of Association and Protection of the Right to Organise, 1948 (No. 87)

ILO Convention on the Right to Organise and Collective Bargaining, 1949 (No. 98)

ILO Convention on Workers' Representatives, 1971 (No. 135)

ILO Recommendation on Workers' Representatives, 1971 (No. 143)

ILO Convention on Collective Bargaining, 1981 (No. 154)

- Suppliers and business partners must adopt an open and collaborative approach toward worker representation and allow workers to form or join trade unions of their own choice.
- Suppliers and business partners must grant worker representatives access to the workplace to perform their representative functions.
- Suppliers and business partners must not discriminate against workers who join a union or participate in union activities, nor threaten, discipline, punish, or dismiss workers for exercising this right, nor offer compensation for refraining from exercising it.
- Suppliers and business partners must refrain from any direct employer involvement in worker representation. Employer-dominated worker representation will not be accepted.
- When the right to freedom of association and collective bargaining is restricted by law, suppliers and business partners must facilitate—rather than hinder—workers in establishing alternative forms of representation and bargaining.
- Suppliers and business partners must implement effective grievance mechanisms to resolve internal collective complaints. Individual complaints must be addressed through effective operational-level grievance mechanisms, as described in Clause 6 below.

- Workers have the right to collective bargaining, and suppliers and business partners must negotiate in good faith. Where a collective bargaining agreement exists, suppliers must comply with all contractual provisions.
- Suppliers and business partners must comply with all locally applicable regulations regarding industrial relations.
- Suppliers and business partners must ensure that security personnel assigned to protect the production unit or company premises—whether directly employed or through third parties—do not interfere with workers’ and unions’ rights under this Clause.

3.5 Respectful Treatment, Free from Harassment and Abuse, Including Gender-Based Violence

ILO Convention on Violence and Harassment, 2019 (No. 190)

ILO Convention on Termination of Employment, 1982 (No. 158)

- Suppliers and business partners must treat all workers and employees with dignity and respect. They must not engage in or tolerate bullying, harassment, intimidation, violence, corporal punishment, or any form of abuse. For clarity, this includes a strict prohibition of any type of gender-based violence or harassment.
- Suppliers and business partners must treat all incidents of disrespectful conduct, harassment, or violence with seriousness and promptly investigate all related allegations.
- Suppliers and business partners must provide legal guidance to victims of any forms of sexual harassment or sexual violence that are considered crimes under the law.
- When regulating workplace conduct, suppliers and business partners must establish written disciplinary procedures, explain them clearly to their workers, and maintain a record of all disciplinary actions.
- Suppliers and business partners must ensure that disciplinary measures are proportionate and do not include physical or mental punishment.
- Suppliers and business partners must ensure that security personnel assigned to protect the production unit or company premises—whether directly employed or through third parties—adhere to the same standards of treating workers with dignity.

3.6 Health and Safety

ILO Convention on Occupational Safety and Health, 1981 (No. 155)

ILO Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187)

ILO Recommendation on Occupational Safety and Health, 1981 (No. 164)

ILO Chemicals Convention, 1990 (No. 170)

- Suppliers and business partners must provide a safe and hygienic workplace with adequate lighting, temperature, and ventilation.
- Suppliers and business partners must take precautions to prevent accidents and health injuries from occurring during work. This includes ensuring the safe handling and storage of chemicals, the safety of machinery and equipment—such as boilers, elevators, and freight lifts—electrical safety, the structural integrity and stability of buildings, and providing adequate fire protection measures.

- Suppliers and business partners must provide workers with regular health and safety training, including first aid training, fire safety training, waste management training, and training on handling chemicals and other hazardous materials.
- Workers must be free to refuse tasks or withdraw from work situations they believe present an imminent and serious danger to life or health, without fear of disciplinary action, discrimination, or termination.
- Suppliers and business partners must provide access to clean sanitary facilities, in sufficient quantity and segregated by gender, potable water, and, where applicable, sanitary facilities for food preparation and storage.
- When provided, common areas must comply with the same requirements.

3.7 Protection of Vulnerable Individuals

ILO Migration for Employment Convention (Revised), 1949 (Convention No. 97)

ILO Migration for Employment Recommendation (Revised), 1949 (Recommendation No. 86)

ILO Migrant Workers (Supplementary Provisions) Convention, 1975 (Convention No. 143)

ILO Migrant Workers Recommendation, 1975 (Recommendation No. 151)

ILO Private Employment Agencies Convention, 1997 (Convention No. 181)

OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector

- Suppliers and business partners must pay special attention to the rights of individuals most vulnerable to abusive labor practices, such as women, migrant workers, and indigenous peoples or ethnic minorities. Suppliers and business partners must regularly identify vulnerable groups within their own operations and throughout their supply chain, and take measures to prevent, mitigate, and remediate risks affecting these vulnerable groups.
- We expect suppliers to comply with the specific and additional requirements for the protection of migrant labor contained in the Support Guidelines. C&A reserves the right to adopt guidelines to specify expectations regarding suppliers and business partners on how to protect specific vulnerable groups of workers.

3.8 Regular Employment

ILO Termination of Employment Convention, 1982 (No. 158)

ILO Part-Time Work Convention, 1994 (No. 175)

ILO Termination of Employment Recommendation, 1982 (No. 166)

- Suppliers and business partners must engage with workers based on a recognized employment relationship established through national law and practice.
- Suppliers and business partners must not attempt to circumvent obligations toward workers under labor or social security laws through practices such as labor-only contracting, subcontracting, home-working arrangements, employment of migrant labor, use of fixed-term contracts or internship periods, or through apprenticeship schemes where there is no genuine intention to transfer skills or provide regular employment.

- Contract termination must be fair, transparent, and clearly communicated to workers in accordance with legal requirements regarding notice periods, the worker's right to defense, the reasons for termination, and the payment of outstanding wages and benefits.

3.9 Wages

International Covenant on Economic, Social and Cultural Rights and the Universal Declaration of Human Rights

ILO Convention on Minimum Wage Fixing, 1970 (No. 131)

ILO Recommendation on Minimum Wage Fixing, 1970 (No. 135)

ILO Convention on Machinery for Minimum Wage Fixing, 1928 (No. 26)

ILO Convention on the Protection of Wages, 1949 (No. 95)

ILO Convention on Termination of Employment, 1982 (No. 158)

ILO Recommendation on Termination of Employment, 1982 (No. 166)

ILO Convention on Hours of Work (Industry), 1919 (No. 1)

- Suppliers and business partners must compensate workers by paying wages, overtime, benefits, and paid leave that meet or exceed the applicable legal minimum standards and/or industry benchmarks, or as determined by collective bargaining agreements, whichever is higher. Benefits include social security entitlements in accordance with applicable law, as well as severance payments or any other benefits payable under applicable law upon termination of employment.
- Suppliers and business partners must compensate workers for all overtime hours at an additional rate of no less than 125% of the regular pay rate, or higher if required by law or collective bargaining agreements. Where legally permitted and agreed upon by workers, overtime may be compensated through the provision of an equivalent period of time off.
- Wages and compensation must be paid regularly, on time, and in the form of the local currency or the stipulated currency, in accordance with applicable law. Wages and compensation for a standard workweek—excluding overtime—must be sufficient to meet basic needs and provide some discretionary income for workers and their families (a living wage).
- Suppliers and business partners must not make any deductions from wages that are not authorized by national legislation or imposed as a disciplinary measure.
- Suppliers and business partners must provide workers with written and understandable information regarding the terms and conditions of employment, including wages, prior to the commencement of employment, and details of their wages each time payment is made.
- Workers must be free to decide how to spend their wages.

3.10 Working Hours

ILO Convention on Hours of Work (Industry), 1919 (No. 1)

ILO Convention on Weekly Rest (Industry), 1921 (No. 14)

ILO Convention on Hours of Work (Commerce and Offices), 1930 (No. 30)

ILO Convention on Weekly Rest (Commerce and Offices), 1957 (No. 106)

- Suppliers and business partners must contractually define the standard working hours, in a number that complies with national legislation or collective bargaining agreements, and with a maximum of 48 hours per week, excluding overtime.

- Overtime shall be used only as an exception to meet short-term business demands. Overtime must be voluntary and compensated.
- Working hours must not exceed 60 hours in any seven-day period, except under truly exceptional or unforeseen circumstances and only if the following requirements are met:
 - permitted by national legislation;
 - authorized by a collective bargaining agreement;
 - and safeguards are implemented to protect workers' health and safety.

3.11 Land Rights

International Covenant on Economic, Social and Cultural Rights (1966)

- Suppliers and business partners must respect existing rights to land, water, or forests, particularly for individuals whose livelihoods depend on the use of such rights. When establishing or expanding business activities, suppliers and business partners must seek to avoid any adverse impact on these rights.

4.0 Environment

Our business depends on the natural environment and the resources it provides. This represents a responsibility that C&A takes very seriously – and we expect our suppliers to do the same. We are proactive in managing the environmental performance of our suppliers and go beyond compliance whenever necessary.

Depending on the location and the specific production processes of the business partner, local, national, or international regulations on air emissions, land use, biodiversity, and noise or odor pollution – including other environmental aspects – may also apply, in addition to the environmental requirements described in greater detail here.

- Most C&A's environmental impacts occur within our supply chain, raw materials, and the manufacturing of our products. Our suppliers play a critical role in supporting C&A in our efforts to drive improvements across the industry.
- The requirements of this Clause are based on the core obligation of legal compliance (Clause 2) and are guided by C&A's own policies and commitments to external organizations and programs, such as the Zero Discharge of Hazardous Chemicals (ZDHC) Program and the Sustainable Apparel Coalition (SAC).
- C&A's environmental efforts in manufacturing focus on processes with the greatest environmental impacts. These can be understood as processes that consume significant amounts of energy, water, and chemicals and result in substantial wastewater discharge. For more detailed requirements, please refer to the Environmental Management Manual specifically designed for supply chain partners within scope.
- Suppliers must ensure that their production facilities, suppliers, and subcontractors involved in production for C&A comply with the requirements listed in this Clause and in our Environmental Management Manual (ES).

4.1 Environmental Management

- Suppliers must identify, prevent, mitigate, or remediate any environmental risks related to their business activities.
- Suppliers must assign responsibility for the unit's environmental performance to a representative of senior management.
- When requested, suppliers must provide C&A with accurate environmental data within one month or within an agreed timeframe after the request. This includes, but is not limited to, data covering energy, water, wastewater, chemicals, and air emissions.
- Suppliers must take measures to verify their data, using approved third parties, if necessary, within a timeframe specified by C&A.
- Suppliers are responsible for proactive and timely remediation of environmental issues and must transparently communicate details of such remediation actions to C&A.
- Suppliers must be able to demonstrate consideration of environmental impacts in their business decision-making processes.

4.2 Sustainable Chemical Management Program

- Suppliers with "wet processes" (e.g., fabric dyeing and finishing, garment washing, tanning, printing, and finishing) are subject to C&A's sustainable chemical management program. These suppliers must collaborate with C&A in working with programs such as Zero Discharge of Hazardous Chemicals (ZDHC) and with their own chemical suppliers.

4.3 Climate Change and Water Management

- Suppliers must take responsibility for their contribution to greenhouse gas emissions and collaborate with C&A in addressing the climate crisis.
- Suppliers must take responsibility for the water resources they use and their role in maintaining sustainable water sourcing.
- Whenever possible, suppliers should transition to renewable energy sources. When this is not feasible, suppliers are expected to shift to low-carbon energy sources whenever possible.
- Where relevant, suppliers must collaborate with C&A to implement energy, water, and operational efficiency interventions, including engaging third parties commissioned by C&A.

4.4 Waste Disposal in the Environment

- Suppliers must measure, monitor, and minimize discharges into the local environment, including emissions to air, water, and land, and take measures to limit noise pollution.
- Suppliers must ensure that wastewater is adequately treated prior to discharge from the site, in compliance with local and national regulations and, where applicable, ZDHC requirements.
- Suppliers must conduct wastewater testing as necessary to meet all applicable national and local legal requirements and share wastewater quality data with C&A and relevant stakeholders upon request.

- Suppliers should seek to reduce waste through operational efficiency and facilitate the reuse and recycling of waste whenever possible.
- Suppliers must comply with the requirements of the local legal framework.
- Provisions regarding the transboundary movement of hazardous waste must be followed at all times.

4.5 Specific Material Requirements

- Suppliers of modified cellulose fibers (including, but not limited to, viscose, lyocell, and modal) must comply with the Canopy Style Audit requirements to ensure the protection of endangered forests and ecosystems.
- Suppliers must collaborate with C&A to ensure that their purchasing decisions do not contribute to deforestation or any adverse impact on vulnerable ecosystems or endangered species.

4.6 Animal Welfare

- C&A is committed to upholding animal welfare throughout its supply chain. Suppliers of animal-derived materials must comply with the C&A Animal Welfare Policy, which provides detailed information on prohibited materials and sourcing practices.

5.0 Anti-Corruption

- C&A expects suppliers and business partners to uphold high ethical standards in their business practices.
- Suppliers and business partners must comply with all applicable anti-bribery and anti-corruption laws.
- Suppliers and business partners must not offer, pay, solicit, or accept bribes, including facilitation payments.
- Suppliers and business partners must have anti-corruption policies and procedures in place and review them regularly to ensure they are operating effectively.

6.0 Operational-Level Grievance Mechanisms

- Suppliers and business partners must establish, implement, and communicate operational-level grievance mechanisms that workers can access to raise concerns and complaints regarding working conditions, or any other topic covered in this Code of Conduct without



fear of retaliation, intimidation, harassment, or discrimination of any kind. Workers must be able to raise concerns and complaints confidentially.

- Suppliers and business partners must ensure that operational-level grievance mechanisms are legitimate, accessible, predictable, equitable, transparent, rights-compatible, based on engagement and dialogue, and serve as a source of continuous learning.
- Suppliers and business partners must ensure that operational-level grievance mechanisms are suitable for addressing cases of violence and harassment, including gender-based violence and harassment, when necessary or legally required, by establishing a separate reporting channel.
- Whenever possible, worker representatives should be involved in investigating and determining a resolution for a grievance.
- Suppliers and business partners must communicate, in accordance with C&A's instructions, information regarding the C&A Whistleblowing Channel referenced in Appendix 2. Suppliers and business partners must ensure unrestricted access to the Whistleblowing Channel and fully cooperate in resolving any complaint related to their business and received by C&A through the Channel.

Appendix 1: Glossary

Bonded labor

Working for an employer not for wages received by the worker, but to repay a debt—often one incurred by another individual who offers the worker’s labor in exchange.

Child

Any person under 18 years of age.

Collective bargaining

An agreement under which working conditions, wages, or other terms of employment—or other relations between workers and employers or their respective collective organizations—are established through negotiation between representatives of workers entitled to engage in collective bargaining (typically a trade union) and representatives of the employer side, namely the management of the production unit.

Employee

Any person employed by suppliers or business partners and performing management functions.

Freedom of association

The right of all workers to join or form a trade union of their choice and to engage in union activities without interference from their employer or public authorities.

Forced labor

Any work or service exacted from any person under the threat of any penalty and for which the person has not offered themselves voluntarily, or work or service required as a means of debt repayment.

Whistleblowing procedure

A process or procedure for workers who believe they have been treated unfairly to raise their concerns without fear of retaliation.

Harassment

Any occurrence, whether isolated or repeated, that aims to cause, results in, or is likely to result in physical, psychological, sexual, or economic harm.

Hazardous work

Hazardous work is defined in accordance with ILO Recommendation No. 190. It includes:

- work at hazardous heights
- work involving hazardous machinery, equipment, and tools (e.g., knives, saws, cutting machines, boilers).
- work involving the handling or manual transportation of heavy loads or
- work that exposes workers to chemicals or substances, hazardous agents or processes, high levels of noise, vibrations, or extreme cold or heat conditions, and
- work under particularly difficult conditions, such as working long hours or during the night.

Human rights

A set of principles established in the International Bill of Human Rights, including the Universal Declaration of Human Rights (1948), the International Covenant on Civil and Political Rights (1966), and the International Covenant on Economic, Social and Cultural Rights (1966), as well as other conventions referenced in this Code of Conduct.

All human rights are based on the recognition of the inherent dignity and the equal and inalienable rights of all members of the human family as the foundation of freedom, justice, and peace in the world.

Indentured labor

Work performed on behalf of an employer that prevents workers from leaving employment at their own discretion.

Parental leave

In accordance with ILO Recommendation No. 191 on Maternity Protection, parental leave shall include the following cases of additional leave, beyond the maternity protection granted to working mothers, in compliance with national legislation:

- Leave for the working father in the event of the mother's death before the end of postnatal leave, for a duration equal to the remaining portion of the postnatal maternity leave.
- Leave for the working father in the event of illness or hospitalization of the mother after childbirth and before the end of postnatal leave, where the mother is unable to care for the child, for a period equal to the remaining portion of the postnatal maternity leave.
- Additional leave for the employed mother or the working father during a period following the end of maternity leave.
- Leave, including benefits and job protection, for adoptive parents whenever adoption is provided for under national legislation and practice.

The applicable periods of parental leave, its duration, and other modalities, including the payment of parental benefits and the use and distribution of parental leave between employed parents, shall be governed by national laws or regulations or otherwise be consistent with national practice, including collective labor agreements.

Piece rate

A method of paying workers based on the number of items they produce, rather than the number of hours they work.

Political opinions

Any affiliation with political parties or explicit alignment with positions in political debate, unless such expression is intended to discriminate against or discredit other individuals or groups.

Preventive measures

While corrective actions immediately address the problem, preventive measures ensure that the problem does not recur.

Production area

The area designated for the manufacturing, processing, and storage of C&A goods or of related inputs, raw materials, and components.



Production unit

A production unit is any factory, operated by a supplier or subcontractor, that manufactures goods for sale at C&A.

Subcontractor

A subcontractor is a company that enters into an agreement to perform part or all the obligations under another party's contract.

Trade union

A workers' organization, freely formed by workers, that promotes and protects the interests of its members regarding issues such as wages and working conditions through collective bargaining with employers.

Worker

Individuals employed by or on behalf of the supplier or business partner to perform work on a regular basis under the employer's direction, unless they are employed by third parties solely to provide temporary auxiliary services (e.g., temporary janitorial support).

Young worker

Also referred to as a young person, adolescent, or minor, including any worker over 16 but under 18 years of age.

Appendix 2: Whistleblowing Channel

C&A's Whistleblowing Channel enables all individuals to report information regarding violations and risks related to labor and human rights, environmental protection, corruption, or other forms of dishonest conduct, regardless of whether such cases occur within C&A's own business operations or within companies in C&A's supply chain, including business partners and suppliers. All reports are always kept confidential and may be submitted anonymously.

The Whistleblowing Channel can be accessed through the link:

canaldeetica.com.br/cea

The Corporate Compliance & Ethics team is responsible for implementing, enforcing, and monitoring this Code and C&A's integrity guidelines, reporting related matters to the Internal Ethics Committee (CIE), the Executive Board, and the Audit and Risk Management Committee (CAGR).

Any questions or omissions regarding the procedures, principles, and values contained in this Code must be directed to this team through the Ethics Channel for proper handling.