

Natura &Co

Natura &Co – Global Supplier Code of Conduct

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NATURA &Co'S VALUES AND COMMITMENTS

In 2017, Natura, Aesop and The Body Shop joined forces in Natura &Co (the companies herein described jointly as "Natura &Co"), a new alliance in the beauty world, a global group that is multicultural, multichannel and multibrand, with a shared purpose and a common commitment to sustainable and ethical business practices.

Natura &Co strives towards a positive social and environmental impact by operating ethically, with transparency and integrity towards its entire relationship network, as well as by working collaboratively with Suppliers, agents acting on behalf of Natura &Co and/or distributors (herein collectively referred to as "Suppliers"), who share the same values and commitments.

Notwithstanding the terms of the agreements, the Natura &Co Global Supplier Code of Conduct ("Code") is the foundation of a successful business relationship between Natura &Co and its Suppliers and is drawn from internationally recognized standards and frameworks such as the United Nations (UN) Universal Declaration of Human Rights¹, the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work², the Ethical Trading Initiative Base Code³ and, the United Nations Global Compact⁴.

This Code lays out the minimum standards to be met by Suppliers, as well as Natura &Co's expectations with regards to their compliance to applicable local and international laws, rules, regulations and official requirements, including, but not limited to, human rights, employment practices, sustainability and environmental responsibility, anticorruption, anti-money laundering, information security and data protection.

Natura &Co is strongly committed to trading ethically and to ensure acceptable working conditions and environmental best practices in its supply chain. Through our supplier assessment programmes and adopting a process of positive engagement and continual improvement with our Suppliers, Natura &Co's aim is to go beyond compliance, driving positive change in working conditions and environmental performance.

We expect our Suppliers to conduct their business with transparency and integrity and to be committed to the highest standards of ethical conduct and environmental practice. Our Suppliers should operate in a manner that is consistent with Natura &Co's approach to integrity, responsible sourcing, and supply chain management, and to positively reflect Natura &Co's values throughout their own supply chains.

This document outlines Natura &Co expectations for all Suppliers of Natura &Co and the principles detailed herein should be followed by all of them.

Natura &Co does not tolerate corruption in any form nor any human rights violations. Violations related to these matters, or any other principles defined in this Code, will trigger immediate review of the business relationship between Natura &Co and its Suppliers, and may result in its curtailment or termination.

This Code is applicable to all Suppliers of Natura &Co, who are expected to incorporate and monitor the principles of this Code with their own suppliers, to ensure that the requirements of this Code, or other contractual terms, apply to their whole supply chain, including sub-suppliers, sub-contractors and temporary labour agencies.

If there are any questions or doubts, please contact your company's Contract Manager at Natura &Co or our Ethics Hotline.

Roberto Marques

¹ https://www.ohchr.org/EN/UDHR/Documents/UDHR_Translations/eng.pdf

² <https://www.ilo.org/declaration/lang-en/index.htm>

³ <https://www.ethicaltrade.org/eti-base-code>

⁴ <https://www.unglobalcompact.org/>

EMPLOYMENT PRACTICES

The following requirements represent the minimum employment standards and practices, which Natura & Co Suppliers are expected to meet in regard to all their Workers, permanent or temporary, direct or outsourced. Specific requirements are detailed in the relevant companies Ethical & Sustainable Trade Charters or other equivalent initiatives and the Ethical Trading Initiative Base Code ("ETI Base Code"): <https://www.ethicaltrade.org/eti-base-code>.

Suppliers applying this Code are expected to comply with all applicable laws. Where the law and the ETI Base Code address the same subject, Suppliers are expected to apply the provision that affords the greater protection to Workers.

Regular Employment

Suppliers must comply with all applicable local and international labour and social security laws, regulations and standards, as well as provide Workers with written and understandable information about the legal and contractual conditions of their freely chosen employment. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

Slavery/Forced Labour

Forced, bonded and involuntary prison labour is strictly prohibited. Workers have the right to choose their employment and Suppliers must not use any form of coercion to make Workers work longer than the working hours stipulated by local labour laws, in their labour agreements or by collective agreements. Suppliers should not retain identity documents of employees, nor should take monetary or any other "deposits" from employees in order to ensure work. Workers must be free to leave at the end of their working day and to cease employment if they like, after reasonable notice is given.

Living Wages

Suppliers must ensure that the wages and benefits paid meet, at minimum, the applicable local legal standards, that shall be sufficient to meet the basic needs of their Workers and to provide them with some discretionary income. Suppliers should not use wage deductions as a disciplinary measure, nor should withhold wages to ensure work.

Child Labour

Natura & Co has zero tolerance towards child labour and, as such, Suppliers must comply with local laws, regulations and standards regarding the minimum employment age.

Suppliers

- I. can hire Young Persons⁵ when allowed by local law and should adopt proactive policies and measures to not permit Young Persons to work overtime, at night or in hazardous conditions,
- II. must address any direct or indirect incidences of Child⁶ working that put the best interests of the Child first and enables such children to attend and remain in quality education until no longer a "Child".

Working Hours

Working hours, regular and overtime, must comply with all applicable local laws, regulations, valid collective agreements and Code provisions, whichever affords the greater protection for Workers. Suppliers will not require Workers to work excessive hours and any overtime will be on a voluntary basis, paid in accordance to applicable laws and voluntary agreements and compensated at a premium rate ⁷

⁵ For Young Workers check Young Person on Definitions Section

⁶ See Definitions section

⁷ *International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced

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Harassment and abuse

Suppliers must treat Workers with dignity, equality and respect at all times. As such, Suppliers must not allow Workers to be subjected to or threatened by any form of physical abuse or discipline, any form of bullying or harassment, including but not limited to, sexual, physical and verbal harassment, or any other form of intimidation.

Prejudice and discrimination

Suppliers will not tolerate any form of discrimination in hiring, compensating, training, promoting or termination based on race, caste, nationality, religion, age, retirement, disability, gender, marital status, sexual orientation, health condition, pregnancy, union membership or political affiliation.

Suppliers should be committed to promote non-discrimination and gender equity, by treating all Workers in a fair manner during work, respecting and supporting human rights in order to ensure an environment free of discrimination and with equal opportunities.

Health and Safety Conditions

Suppliers must ensure their Workers a safe and hygienic working environment. As such, Suppliers must adopt proactive measures to ensure such conditions and to prevent accidents and injuries arising out, associated with, or occurring in the course of work. Such measures include, but are not limited to, regular and recorded health, fire and safety training, waste and chemical management, adequate personal protection equipment, regular inspection of premises to ensure they are structurally sound and do not pose a fire or other safety hazards, and access to clean toilets and drinkable water and to medical facilities. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

Freedom of Association and Labour Unions

Suppliers will comply with all applicable local laws, regulations and standards related to freedom of association and participation in labour unions. Suppliers must adopt an open attitude towards the activities of trade unions and make it possible for its Workers to choose their own representatives, carry out their representative functions, constitute and join unions, as well as to bargain collectively, without distinction, harassment, intimidation or fear of retaliation. Where the right to freedom of association and collective bargaining is restricted under law, Suppliers are encouraged to facilitate, and not hinder, the development of parallel means for independent and free association and bargaining.

SUSTAINABILITY

The following requirements represent the minimum environmental practices and standards, which Natura &Co expects Suppliers to meet:

Environment

Suppliers must be compliant with all applicable local and international environmental laws and regulations and will seek to meet local and/or international standards where these are more demanding than applicable laws and regulations. Suppliers will hold all local and international permits required to operate.

Natura &Co strongly encourages Suppliers to adopt proactive measures in their operations to reduce their impact on the environment, including on biodiversity and natural ecosystems. Examples of such measures include, but are not limited to, implementing practices to reduce waste, reduce energy and water consumption, reduce the impact in packaging and in the transportation of finished goods and the treatment of wastewater.

Animal Testing

Natura &Co is a cruelty-free company that does not believe in animal testing.

Testing on animals is strictly prohibited in the supply chain of Natura &Co, and will not be conducted on any manufactured product, including, without limitation, ingredients or formulations of such products.

We encourage our Suppliers to invest in science, innovation and technology, and to adopt alternative testing methods.

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Access and Benefit Sharing

Suppliers are encouraged in the fair and equitable sharing of benefits arising from the use of genetic resources in their activities that derive from on indigenous or traditional knowledge. When applicable, suppliers will ensure that relevant registrations and agreements are in place and that people or communities who hold such knowledge receive benefits to which they are entitled by law.

ETHICS AND INTEGRITY

Suppliers will conduct their business with transparency, integrity and commitment to the highest standards and practices of ethical conduct.

Suppliers must comply with all applicable local and international laws, regulations and standards and shall not be involved in unlawful activities or conduct, such as tax evasion or concealment, bribery, fraud, money laundry, smuggling, price fixing and other unfair practices.

The following requirements represent the minimum practices and standards, which Natura &Co expects Suppliers to meet in this regard:

Accounting Journals & Records

Suppliers are expected to have procedures and internal controls in place to ensure that all assets, liabilities, transactions and other activities with actual or potential financial impact are recorded timely and in reasonable detail, as well as accurately and fairly reflected in their accounting journals, records and accounts.

Compliance with anticorruption laws

Natura &Co has zero tolerance policy towards any form of public and private corruption including bribery, embezzlement, extortion and facilitation payments.

Suppliers must comply with all applicable local and international laws, regulations and standards related to anticorruption matters, including, but not limited to, the Brazilian Clean Company Act, the United Kingdom Bribery Act, and the Foreign Corrupt Practices Act (FCPA).

Suppliers must not offer or accept bribes or other improper payments, to or from any Public Officials, private entities or individuals, with the aim to obtain undue or improper advantages, and will have suitable policies, processes and procedures in place to prevent such behaviour in their businesses.

For more information, please consult Natura &Co's Global Anticorruption policy.

Compliance with anti-money laundering laws

Suppliers will comply with all applicable local and international anti-money laundering laws, regulations and standards. As such, Suppliers are expected to have adequate procedures in place to mitigate the risk of money laundering activities, and to identify and deter any potentially related irregularities.

Fair Competition

Suppliers will comply with all applicable local and international trade and antitrust laws, regulations and standards. Suppliers will not engage in price fixing, collusive bidding, or in any other activities that are not aligned with fair business practices.

Land and Real Estate Rights

Suppliers shall acquire land and real estate with the free, prior and informed consent of all communities, when applicable. Suppliers shall respect the rights of communities and indigenous people to maintain traditional access to land and resources.

Natura &Co encourages Suppliers to work closely with local communities to implement projects and strategies that improve the community and its productive activities. Suppliers shall show responsibility to the local communities in which they operate by conducting business in a way that builds good relations and achieves a positive impact.

Gifts, presents and other offers

Gifts, presents and other offers between Natura &Co and Suppliers, such as any form of entertainment or hospitality, have to be kept reasonable, have a legitimate business purpose and comply with Natura &Co's company policies. Under no circumstances should such offers intend to or appear to influence any kind of decision-making by Natura &Co and/or Suppliers.

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Suppliers, or their agents, will not give gifts, presents or make any other type of offers on behalf of Natura &Co, including to Public Officials, Public Entities or Political Parties. Any donations or sponsorships on Natura &Co's behalf, with the intention of obtaining improper advantages or benefits, are also forbidden.

For more information, please consult Natura &Co's Global Gifts, Travel & Entertainment policy.

Relationship with Public Officials

Suppliers will only interact with Public Officials on behalf of Natura &Co with a prior written consent. All interactions must be lawful and follow Natura &Co's guidance.

Additionally, Suppliers are expected to declare in the **Terms of Adherence and Commitment** form, included in this Code, the existence of any ownership or vested commercial interests by Public Officials or entities in their businesses.

RELATIONSHIP WITH NATURA &Co

Quality

Suppliers must ensure that adequate processes are in place to deliver products and services compliant with quality and safety standards required by local and international laws, regulations and standards, as well as with their contractual obligations towards Natura &Co, or similar terms.

Conflicts of Interest

Suppliers will disclose any potential or actual conflict of interest concerning their relationship with Natura &Co before starting any new commercial arrangement in the **Terms of Adherence and Commitment** form of this Code. Accordingly, Suppliers will report situations including, but not limited to, the existence of any family relationship* to Natura &Co employees, any ownership or financial interest by Natura &Co or one of its employees in the Supplier and if the Supplier has any ownership in one of Natura &Co's entities and/or our competitors. The Supplier will immediately report any new conflict of interest arising during a commercial arrangement, as well as any improper advantage obtained directly or indirectly as a consequence of a conflicting relationship with Natura &Co.

Additionally, any potential negotiation to hire an employee from Natura &Co, if not forbidden by contract, will occur through a dialogue based on trust and transparency along the entire process.

**marital relationship or equivalent relationships and kinship (children, grandchildren and great-grandchildren; spouses/partners and in-laws; parents, siblings, nephews and nieces and great-nephews and great-nieces; grandparents, aunts and uncles, cousins, second cousin, children of cousins; great-grandparents, great-aunts and great-uncles and cousins of the parents)*

Subcontracting and Responsible Sourcing

Natura &Co encourages Suppliers to proceed with due diligence in selecting their own suppliers and subcontractors to ensure responsible sourcing throughout the supply chain. In particular, Suppliers shall not source raw materials or components from organizations or individuals linked with illegal activities, human rights abuses or terrorism.

Suppliers will communicate the principles of this document to their suppliers and subcontractors. Suppliers will incorporate the principles of this Code within their own supplier arrangements and have procedures in place to ensure that the requirements of this Code, including the commitments related to employment practices, sustainability, ethics and integrity, apply to the whole supply chain under their responsibility, including sub-suppliers, sub-contractors and temporary labour agencies.

Suppliers will not subcontract the manufacturing of products or the provision of services without Natura &Co's prior written consent.

Agency / Indirect Workers

Suppliers should have the appropriate due diligence processes in place to safeguard agency and indirect Workers on site and in accordance with local law (including in relation to their working conditions, health and safety provision, pay and benefits, non-discrimination, accommodation and access to grievance mechanisms). Recruitment fees should not be borne by the Worker in order to secure a job.

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Preservation and Proper use of Natura &Co Assets and Resources

Suppliers will train and monitor their Workers in regard to the proper use of Natura &Co's assets and resources, whether material or intellectual. The use of any material with Natura &Co's logo will be restricted to the purpose defined in the agreement between Natura &Co and the Supplier. The same condition applies to Natura &Co's electronic systems and devices, which will not be used for games, the exchange of illegal content, or any other improper purpose.

Natura &Co's Brand, Information and Intellectual Property

Suppliers will comply with all applicable local and international laws, regulations and standards related to intellectual propriety rights regarding Natura &Co's brand, trademarks, copyrights, patents and industrial designs, the use of confidential and privileged information, information security and data protection. As such, Suppliers have to have adequate procedures in place to mitigate the risk and identify/deter potential violations related to these matters.

To ensure the consistency of Natura &Co's brand and the confidentiality of strategic information, Suppliers will not publicly associate their business to Natura &Co's brand, applied or registered trademarks, domain names or any other distinctive signs of Natura &Co's ownership, whether through advertisements, marketing campaigns, interviews or through other forms of communication, without a prior written consent from Natura &Co.

Suppliers have to ensure the security and confidentiality of Natura &Co files, data and information in their custody. Suppliers will not use confidential or restricted information disclosed by Natura &Co to their own benefit or that of third parties.

Additionally, Suppliers have to adopt personal data protection measures in the terms of applicable laws, including, but not limited to, the Brazilian Data Protection Law, the Data Protection Act 2018 (UK), the General Data Protection Act (GDPR) and the Australian Privacy Act 1988 (Cth).

For more information, please consult Natura &Co's Intellectual Propriety Manual.

Stakeholder Engagement

Stakeholder engagement is a vital part of how we do business, working in collaboration with partners. We will engage regularly with stakeholders to understand views on supply chain operations and potential impacts.

Suppliers are also expected to continuously improve their sustainability and stakeholder engagement progress. Natura &Co encourages Suppliers to work closely with local communities to ensure that the rights of the community are respected regarding the environmental and social impacts of the business and implement projects and strategies that improve the community and those who live there.

Monitoring and Reporting

This responsibility will be assigned to a senior level representative of the Supplier who, upon Natura &Co's request, will be expected to conduct a self-evaluation to ensure compliance with this Code, disclose performance data on key indicators to Natura &Co, and ensure that such report is true and accurate.

Suppliers will develop and implement appropriate internal business processes and policies to ensure compliance with applicable law and this Supplier Code of Conduct and shall be able to demonstrate engagement with this Code upon our request.

Suppliers are required to report any situation of non-compliance with this Code, when identified, to Natura &Co in a timely manner and assist Natura &Co in assessing each case. Suppliers will ensure that processes are in place that guarantee their Workers the possibility to raise their concerns in good faith and without fear of retaliation.

Additionally, if a non-compliance situation with this Code is identified by an internal or external audit, assessment, inspection or investigation, Natura &Co may require the Supplier to implement a Corrective Plan or Remediation plan, which may be prepared in collaboration with Natura &Co and should include a reasonable implementation timeline. The Supplier, when part of a Corrective Plan, will carry out its own necessary remediation efforts.

Natura &Co will have the right to visit Suppliers' facilities and to request audit records or any other information related to the principles of this Code, with or without notice, to assess compliance with this

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Code or with the terms defined in the Corrective Plan. If the Supplier fails to meet the terms defined in the Corrective Plan, Natura may curtail or terminate the business relationship.

This Code is an addition to any obligations set out in agreements, covenants, representations, warranties or guarantees between the Supplier and Natura &Co.

Training related to this Code

At Natura &Co's discretion, Suppliers will partake in general training related to the principles defined in this Code.

ETHICS HOTLINE

Suppliers, their Workers and subcontractors are expected to raise their concerns and report, in good faith, any suspected irregularities related to the principles of this Code to Natura &Co's Ethics Hotline.

The Ethics Hotline ensures the security, confidentiality and preservation of the identity of all complainants. Retaliations of any kind are not permitted. All information will be shared only on a need to know basis.

Natura &Co will conduct resulting investigations with confidentiality in order to identify the responsibilities and responding pro-actively with the relevant partners. The outcomes may be shared with Suppliers, when deemed applicable.

The Ethics hotline information can be found in Natura &Co's companies websites.

DEFINITIONS

"Worker": any individual working under (1) a contract of employment, or (2) any other contract with another party whereby the individual undertakes to personally do any work for, or provide services to, the other party (but excluding contracts where the other party is a client or customer of any profession or business undertaking carried on by the individual).

"Child": Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If, however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

"Young Person": Any worker over the age of a child as defined above and under the age of 18.

"Child Labour": Any work by a child or young person younger than the ages specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

"Supplier": The definition is wide and may include third parties, representatives, distributors, franchisees, advisors, joint venture partners and agents acting on behalf of Natura &Co

TERMS OF ADHERENCE AND COMMITMENT

I declare that I have received the Natura &Co Global Supplier Code of Conduct and that after reading and understanding its contents, I agree to the rules contained in this document and assume the commitment to follow the principles of this Code in my relationship with Natura &Co.

I assume responsibility and commitment to report any behaviour or situation that is contrary to the principles established in this Code to my Natura &Co professional designated to oversee the contract between the parties and/or Natura &Co's Ethics Hotline.

At this time, I am unaware of any circumstances that might generate any conflicts with the rules contained in the Natura &Co Global Supplier Code of Conduct, or any situations that violate it, except those stated below in the appropriate field.

Finally, regarding possible conflicts, I hereby inform the following:

Natura & Co

- i. Provision of services or supplies to companies in the public sector or public agencies;
- ii. All relevant information about any investigation or proceeding, in case the company or any of its legal representatives, administrators, consultants, etc. under investigation or responding for any legal action related to corruption, bribery, fraud, money laundering, breaches of human rights or applicable environmental law or regulation
- iii. Potential or actual conflict of interest:
- iv. Further violations of the Code of Conduct.

Signature and date:

Company name:

Legal Representative's name:

Legal Representative's position: