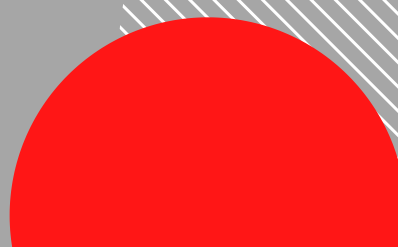
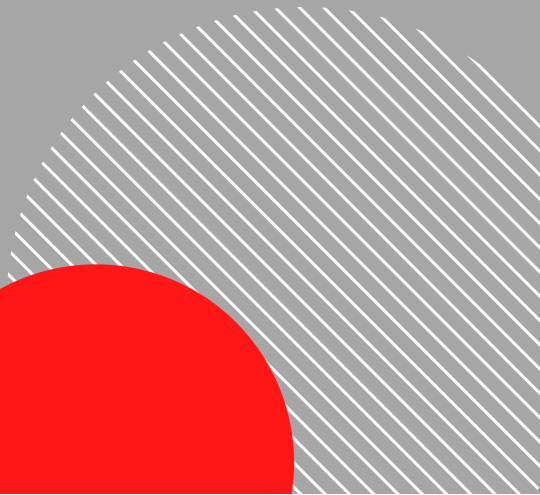


CODE OF CONDUCT

CSR STANDARDS FOR THE
SUPPLIER NETWORK OF
BOXMARK LEATHER



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Preamble

Economically sustainable action with regard to social, economic and ecological aspects is lived practice for BOXMARK and part of the business policy. Compliance with all legal regulations and standards as well as international agreements regarding human rights, anti-corruption and sustainability are binding for us.

Likewise, we expect our contractual partners to show social commitment towards their employees, partners, society and the environment and to behave in accordance with our lived responsibility and the defined principles.

Working conditions and Human Rights

Prohibition of child labor

Child labor is strictly rejected by the contractual partner; children under the age of 15 may not be employed. The contractual partner complies with the international regulations of the United Nations on human rights and children, in particular also with Conventions 138 and 182 of the ILO Convention.

Remuneration

Performance remuneration for the contractor's employees must comply with the minimum wages set by law.

Reasonable working time and observance of the rest period

The contractor shall ensure that the maximum working hours and reasonable rest periods are observed in accordance with the laws and regulations in force in the respective countries.

Forced labor

The contractor shall employ only employees who have volunteered for the work. Employment brought about by coercion or intimidation will be refrained from and firmly rejected.

Right of association and Right to collective bargaining

The contracting party shall respect the right of its employees to assemble, the right of association and the right to collective bargaining within the framework of the applicable legal regulations.

Respectful treatment of employees

Employees of the contractual partner are to be treated with respect and dignity. The privacy and personal rights of each employee shall be respected. The inappropriate treatment of employees, such as psychological or physical punishment, violence or coercion, sexual harassment and discrimination shall be prevented by appropriate measures and shall not be tolerated.

Occupational health and safety

Occupational health and safety is a top priority at BOXMARK. We expect our contractual partner to provide a safe and healthy working environment for its employees and to take all necessary measures to prevent accidents and occupational diseases. The employees must be trained to this effect.

Indigenous Peoples

The rights of indigenous peoples as well as local communities must be respected, promoted and protected throughout the supply chain in accordance with the "United Nations Declaration on the Rights of Indigenous Peoples". Suppliers are required not to engage in land grabbing, to obtain free, prior and informed consent from existing land users, and to promote adequate compensation when land use has been granted to the supplier.

Laws, regulations and recognized guiding principles

The contractual partner complies with the respective national laws and regulations and reliably fulfills its obligations. Fair and honest dealings with each other are a prerequisite for all business activities. Recognized standards and guiding principles, such as those of UN Global Compact, the Universal Declaration of Human Rights of the United Nations, the conventions of the UN, the ILO conventions and the OECD Guidelines for Multinational Enterprises are considered as the basis for this Code of Conduct, compliance with which we expect from our business partner.

Anti-corruption

In order to prevent misconduct and conflicts of interest, the contractual partner shall comply with national and international anti-corruption laws and regulations. The interests of the contractual partner and the personal interests of employees on both sides must be strictly separated.

Financial Transparency / Money Laundering

All financial information, including required taxes, fees and royalties related to business activities, shall be disclosed in accordance with applicable national and international regulations and industry expectations.

Any instances or risks of money laundering arising from the supplier's business operations and those of their suppliers shall be identified and eliminated. For this purpose, the supplier shall establish appropriate preventive measures.

Avoidance of conflicts of interest

The contracting party shall make its decisions solely on the basis of factual criteria and shall not allow itself to be influenced by financial or personal interests or relationships.

Confidentiality / Data protection / Protection of personal data

With regard to the protection of private information, the contracting party undertakes to meet the reasonable expectations of its client, suppliers, customers, consumers and employees. The supplier shall observe the laws on data protection and information security (esp. GDPR) and the official regulations when collecting, storing, processing, transmitting and forwarding personal information.

Compliance with competition rules

The contractual partner shall comply with all national and international laws and competition rules, in particular anti-trust laws and regulations against unfair competition. It shall not engage in any practices (e.g. price fixing, customer and territory sharing, etc.) that are unlawful and distort competition.

Complaint mechanisms

The contractor is responsible for establishing an effective grievance mechanism at the company level for individuals and communities who may be affected by adverse impacts. Through a fair and transparent process, the mechanism protects the company, the affected individuals and the whistleblowers.

Protection of intellectual property

Suppliers must comply with all nationally and internationally applicable laws on the protection of intellectual property. In addition, suppliers must ensure that they have all the necessary rights of use to avoid infringements of intellectual property rights.

Sanctions

Suppliers must ensure that they comply with all applicable national and supranational sanctions and trade embargoes.

Dealing with air emissions

General emissions from operations (air and noise emissions) and greenhouse gas emissions shall be typed, routinely monitored, reviewed, and treated as necessary prior to their release. The contractor is also responsible for monitoring its emission control systems and is required to find economical solutions to minimize any emissions.

Energy consumption/efficiency

Energy consumption shall be monitored and documented. Economic solutions shall be found to improve energy efficiency and minimize energy consumption.

Water quality and consumption

Wastewater from operations, manufacturing processes, and sanitary facilities should be typed, monitored, inspected, and treated as necessary prior to discharge or disposal. In addition, measures should be introduced to reduce the generation of wastewater. Particular importance is also attached to the application and further development of water-saving technologies.

Chemicals management

Chemicals that pose a hazard when released into the environment must be identified and managed in such a way that safety is ensured when handling, transporting, storing, using, recycling or reusing these substances and disposing of them. All applicable laws and standards (e.g. REACH), the Manufacturing Restricted Substance List (MRSL) of the ZDHC Foundation as well as the Restricted Substances List of BOXMARK must be complied with.

Biodiversity and deforestation

The contractor's activities are intended to protect natural ecosystems and stop alteration, deforestation and degradation of forests.

Sustainable resource management and waste reduction

The use and consumption of resources during production, including water and energy, must be reduced or avoided. This is done either directly at the point of origin or through procedures and measures, e.g. by changing production and maintenance processes or procedures in the company, by using alternative materials, by savings, by recycling or with the help of the reuse of materials. The contractor follows a systematic approach to identify, handle, reduce and responsibly dispose of or recycle solid waste.

Supplier management

The contractor is called upon to implement a process itself to ensure that its suppliers and sub-suppliers also comply with the standards set out in this document (e.g. through contractual agreements, audits, etc.).

Animal welfare

The contractor's business activities must also take animal welfare into account. Therefore, he is expected to implement standards and best practices for animal welfare compliance along the entire supply chain. In all cases, nationally and internationally applicable regulations on animal welfare and animal testing must be complied with.

Environmental management system

Contractors with a corresponding risk profile are expected to have a suitable environmental management system.

Compliance

The contractual partner undertakes to observe and implement the regulations defined in this Code of Conduct.

The contractual partner agrees to have the compliance with this code of conduct checked by BOXMARK at any time, if necessary. Violations of applicable laws, recognized standards and this Code of Conduct shall constitute a breach of contract. If it is not possible to eliminate violations by the contractual partner or to implement corrective measures, BOXMARK (or all companies belonging to the BOXMARK Group) reserves the right to terminate the contract.

We expect our contractual partners to communicate these sustainability requirements to their own suppliers as well and to ensure that these minimum standards are met.

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