

SUPPLIER CODE OF CONDUCT

Stella Maris LLC and our suppliers are mutually committed to combating forced or child labor. We whole-heartedly agree to abide by the Responsible Sourcing Code of Conduct and agree to proactively follow the steps outlined below to promote good social and environmental practices throughout the supply chain.

PURPOSE

Stella Maris LLC and our suppliers are committed to high standards of social and environmental responsibility and ethical conduct. We have created this Code as an extension of our own Corporate Code of Conduct to form the cornerstone of our commitment to responsibly source our products. This Code defines the universal standards that we require our suppliers to adhere to when conducting business with us. The requirements laid out in the Code are based on internationally recognized standards.

SCOPE

The term “Supplier” or “Suppliers” means any person or entity that is the source for goods or services, back to the primary production level. The Code is applicable to all workers and employees of any of those suppliers (including permanent, temporary, contract agency and migrant workers). This includes all workers providing work at a supplier location, such as under an employment agency or service provider. It also applies to any subcontractors and third-party labor agencies. We expect our direct Suppliers to support our commitment to full compliance with this Code via the development and implementation of a similar policy and risk-based due diligence process over their own supply chains. By agreeing to adhere to this Code, Suppliers agree to adhere to any corresponding Product-Specific Standards, where applicable. If no product-specific standard is applicable, Suppliers shall follow this Code or propose an auditable standard for review. We reserve the right to regularly ask Suppliers to confirm adherence to this Code.

1. BUSINESS ETHICS

Compliance with Law: Suppliers’ business activities shall comply with applicable laws and regulations in the countries and jurisdictions in which they operate. They shall also comply with all other applicable international laws and regulations, including those relating to international trade, sanctions, export controls, antitrust/competition, and data protection. Where local law and this Code address the same topic, the supplier shall meet the requirement which affords greater protection.

Bribery/Corruption: All forms of bribery, kickbacks, corruption, extortion, embezzlement, and unethical practices are prohibited, and Suppliers must have a zero-tolerance policy to prohibit any such behavior. Suppliers shall not take any action that would violate, or cause us to violate, any applicable anti-bribery law or regulation, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

Gifts/hospitality: Any business entertainment or hospitality with our staff, auditors or other third parties must be reasonable in nature and not intended to influence in any way our business decisions.

Conflicts of interest: Suppliers will declare any conflict of interest in any business dealings with us and will actively seek to avoid such conflicts.

Intellectual Property: Our confidential information and intellectual property must be safeguarded and must not be shared with any third party unless expressly permitted by us. Suppliers will not divulge to us any information about its competitors that is not in the public domain. Any authorized transfer of confidential information is to be done in a way that protects intellectual property rights.

Traceability, materials, and facility disclosure: Suppliers shall be able to disclose the country of origin for the primary materials for all deliveries made. Suppliers shall be transparent about all known facilities used to produce products or services for us and provide such information upon request. At our request, suppliers are expected to provide to us reports on the occurrence of substances in any materials supplied to us that may be restricted by, or require disclosure to, governmental bodies, customers and/or recyclers.

2. LABOR AND HUMAN RIGHTS:

Freely Chosen Employment: All forms of involuntary labor – including forced, coerced, bonded (including debt bondage), involuntary or exploitative prison, slavery, trafficked or indentured or other forms – are prohibited.

- All work must be voluntary, or at-will, and workers shall be free to leave work at any time or terminate their contract or terms of employment.
- There shall be no unreasonable restrictions on workers' freedom of movement at the workplace or at company- or agent-provided housing. Workers are working without being coerced, duped, misled and are not being held hostage.
- Employment agreements shall comply with local laws and regulations, inform workers of their legal rights and employment conditions in a language understood by the worker, and be concluded before work has commenced. If employment contracts are not legally required, workers shall at the very least be informed of the terms and conditions of employment, in a language understood by them, prior to starting work.
- Employers and agents may not hold or otherwise deny access by employees to their identity or immigration documents unless such holdings are required by law.
- Workers shall not pay recruitment fees or other related expenses for their employment. If it is discovered that workers have paid fees, the supplier shall ensure that the workers are repaid in full.

Child Labor and Young Workers: Child labor shall not be used. The term “child” refers to any person under the age of 15, or under the minimum age for employment in the country, whichever is greatest.

- All employment of young workers, including apprentices, internships, or vocational students, must comply with laws and regulations on the minimum working age and the compulsory age for schooling. In any case, these arrangements must be of educational benefit
- Young worker protections are in place, where applicable, so that young workers under the age of 18 do not experience conditions in relation to their work that are mentally, physically, socially, or morally dangerous or harmful, or that interfere with their schooling.
- A child may help at their family’s business only if they perform light work and meet the requirements above.

Wages and Benefits: Suppliers shall ensure workers receive wages and benefits that meet, at a minimum, national legal standards.

- We encourage our suppliers to ensure wages are sufficient to meet basic needs and provide discretionary income.
- All overtime work must be paid at the legally mandated overtime rate, or in the absence of this, a premium wage.
- Equal work shall be compensated with equal pay.
- For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed.

Humane Treatment: All workers are to be treated with respect and dignity. There is to be no harsh and inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment.

Discrimination: Suppliers shall commit to a workforce free of discrimination.

- All employment decisions (including hiring, termination, compensation, promotion, and discipline) must be based exclusively on ability and willingness to do the job.
- There shall be no discrimination based on race, color, sex, national or social origin, religion, age, disability, sexual orientation, gender identity, marital status, political affiliation, pregnancy status, or past or present union affiliation.

3. HEALTH AND SAFETY

Working conditions: Suppliers shall provide a safe and hygienic work environment, as appropriate for the industry, geography, and workforce.

- Adequate steps shall be taken to prevent accidents and injuries to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonable and practicable, the causes of hazards inherent in the work environment.
- Workers shall receive regular health and safety training.
- Suppliers shall respect workers' right to refuse unsafe work and to report unhealthy working conditions.

Emergency Preparedness: Potential emergency situations and events (such as fires, earthquakes, and chemical exposures) are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures.

Basic services: Workers shall always have access to potable drinking water and clean toilet facilities at the workplace.

4. ENVIRONMENTAL SUSTAINABILITY

Resource consumption, pollution prevention and waste minimization: Business is conducted in a manner which proactively embraces sustainability. Suppliers shall optimize their consumption of natural resources, including energy and water.

5. IMPLEMENTATION AND CONTINUOUS IMPROVEMENT

We also recognize that achieving the requirements of this Code is a dynamic process and encourages continuous improvement within its supply chain. In cases where improvement is required, we will support the supplier to establish clear milestones and processes to support their achievement. Suppliers who ultimately fail to comply may be subject to consequences up to and including termination of business.

We are hereby committed to preventing child, forced, or involuntary labor and agree to abide by the responsible sourcing practices and Code of Conduct principles described in this document. By conducting business with Stella Maris LLC, you attest to having read, understood, and will follow the terms set forth if a contractual supply or trade obligation / commitment is in effect between both parties.