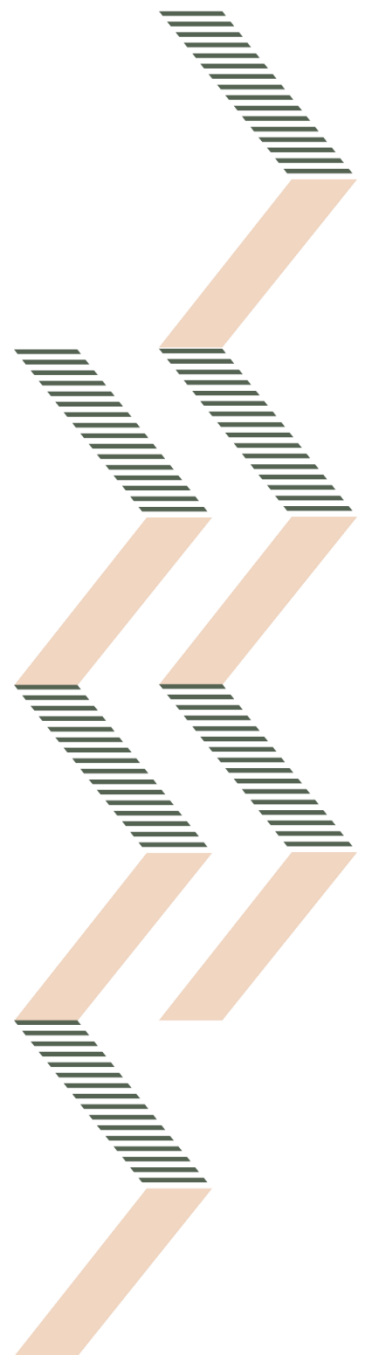


Supplier and Subcontractor Manual



CONTENTS

1.	Purpose of the Manual.....	2
	Revisions List.....	2
2.	Supplier and Subcontractor Expectations	3
3.	Code of Conduct.....	3
4.	Sustainability Policy.....	3
5.	Performance Assessment	3
6.	Intellectual Propriety.....	5
7.	Anti-Bribery and Corruption Policy	5
8.	Environmental Strategy.....	5
9.	Chemical Management Policy	6
	Commitment to Chemical Management and our Clients.....	6
	Chemical Management Procedure	6
10.	Traceability Policy	6
11.	Whistleblowing Policy.....	6
12.	Required Documentation	6
	Chemical Substances.....	6
	Machinery and Equipment	7
13.	Production Records.....	7
14.	Audits	7
15.	Annexes.....	8
	Annex I Definitions e Abbreviations.....	8
	Annex II – Code of Conduct.....	9
	Annex III – Sustainability Policy	10
	Annex IV - Intellectual Property Protection and Disposal Policy	11
	Annex V – Anti-Bribery and Corruption Policy	12
	Annex VI – Chemical Management Policy	13
	Annex VII – Chemical Management Procedure.....	14
	Annex VIII – Traceability Policy	15
	Annex IX – Whistleblowing Policy	16

1. PURPOSE OF THE MANUAL

The purpose of this Manual is to ensure S.I.C.I. 93 BRAGA – Sociedade De Investimentos Comerciais E Industriais, S.A., henceforth referred as SICI93, current codes, policies, and requirements are clearly communicated and understood by suppliers and subcontractors for our mutual advantage. As such, we request our suppliers and subcontractors to familiarize themselves with the contents of the Manual and to ensure that its contents are communicated to all relevant parties within their organisation. If any clarification regarding the content of the Manual is required, the supplier or subcontractor should not hesitate to contact our team.

Close partnership relations with our suppliers and subcontractors are intrinsically essential to SICI93 and equally important to our success.

Please sign the Statement below, acknowledging that you have read, understood, and agreed to the content set forth in the Manual and send it to our team.

Statement

I have read SICI93's Supplier and Subcontractor Manual and confirm that I accept all conditions stated in said documentation.

Signature

On behalf of:

Supplier or

Subcontractor's Name

Date:

REVISIONS LIST

Version	Revision Content	Date	Approval
01	Initial drafting.	18/01/2021	General Management
02	Change the order of the items in the manual. Placement of the Signed Sustainability Policy. Inclusion of the environmental exclusion clause.	25/06/2021	General Management
03	Review and complete restructuring of the Manual. Corporate Image Change. Inclusion of the Intellectual Property and Disposal Protection Policy, Chemical Management Policy, Chemical Products Management Procedure, Traceability Policy, and Whistleblowing Management Policy. Amendment of the "Supplier Assessment" clause (paragraph 5). Elimination of the "GOTS Requirements" clause.	22/05/2023	General Management

2. SUPPLIER AND SUBCONTRACTOR EXPECTATIONS

Our suppliers and subcontractors are expected to mirror the standards and values of SICI93, since we believe that it is through cooperation and transparency that lasting, valuable and successful partnerships are created. In this way, we considered the following parameters as critical for the development of such partnerships:

- Quality.
- Compliance with delivery deadlines.
- Price.
- Our client's brand protection.
- Service and management responsiveness.
- Sustainability.

3. CODE OF CONDUCT

SICI93 declares strict adherence and respect for the Declaration of Human Rights and major labour and environmental protection standards. We share with our partners and customers the common purpose of commitment to the utmost social, ethical, and environmental standards. It is established in the DG05 and can be consulted in Annex II.

4. SUSTAINABILITY POLICY

SICI93's guiding commitments are established in the DG15, covering the themes of quality, environment, safety and health at work, social responsibility, and respect for human rights (Annex III).

5. PERFORMANCE ASSESSMENT

Aiming to ensure continuous improvement and closer trade relations with our partners, within our Integrated Management System scope, SICI93 conducts an annual supplier and subcontractor performance assessment, for which it has defined valuation parameters. The assessment is based on the criteria described below and is carried out according to the type of supplier that can be classified in the following categories: Product Suppliers, Service Providers and Subcontractors.

Valuation Parameters for Product Suppliers:

<u>Annual</u>	<u>Quarterly: Raw Material</u>	<u>Quarterly: Accessories</u>
a) Compliance with Delivery Deadlines (CDD)	a) On Time Delivery (OTD)	a) On Time Delivery (OTD)
b) Product Quality (QUAL)	b) Return Rate (RR)	b) Defect Rate (DR)
c) Agreed Quantities (QTT)	c) In Full Delivery (IFD)	c) In Full Delivery (IFD)
d) Price or Commercial terms (P)		
e) Sustainability (S)		

Valuation Parameters for Service Providers:

- a) Compliance with Delivery Deadlines (CDD)
- b) Service Quality (QUAL)
- c) Specifications Compliance (QTT)
- d) Price or Commercial terms (P)
- e) Sustainability (S)*

* Only applicable to waste management operators.

Valuation Parameters for Subcontractors:

- a) Compliance with Delivery Deadlines (CDD)
- b) Product or Service Quality (QUAL)
- c) Specifications Compliance (QTT)
- d) Price (P)
- e) Sustainability (S)

Each of the parameters is scored considering four classification levels (1 to 4).

Considering the classification levels, the Supplier Qualification Index (SQI) is calculated using the following formulae.

1. Product Suppliers:

$$SQI = 17,5\% CDD + 47,5\% QUAL + 17,5\% QTT + 7,5\% P + 10\% S$$

2. Service Suppliers:

$$SQI = 20\% CDD + 50\% QUAL + 20\% QTT + 10\% P$$

- a. Waste Management Operators:

$$SQI = 17,5\% CDD + 47,5\% QUAL + 17,5\% QTT + 7,5\% P + 10\% S$$

3. Subcontractors:

$$SQI = 17,5\% CDD + 47,5\% QUAL + 17,5\% QTT + 7,5\% P + 10\% S$$

The result will translate in the following terms:

SQI (%)	Classification obtained	Decision
≥ 80	A Very Good	Inclusion
≥ 50 < 80	B Medium	Inclusion
< 50	C Weak	Exclusion under management decision

Environmental exclusion clause: Suppliers and subcontractors that are completely non-compliant or in case of serious non-compliance with legal and regulatory requirements in the environmental sphere are excluded.

Quarterly assessment of raw materials and accessories suppliers is calculated according to the key indicators (KPIs) defined and will serve as the basis for calculating the annual SQI of the same.

The quarterly SQI is calculated using the following formulae.

1. Raw Materials Suppliers:

$$SQI = \bar{X} \left(OTD + \frac{1}{RR} + IFD \right)$$

2. Accessories Suppliers:

$$SQI = \bar{X} \left(OTD + \frac{1}{DR} + IFD \right)$$

The result will translate in the following terms:

SQI (%)	Classification obtained	Decision
≥ 80	A Very Good	Inclusion
≥ 50 < 80	B Medium	Inclusion
< 50	C Weak	Exclusion under management decision

6. INTELLECTUAL PROPRIETY

SICI93 is committed to protecting the Intellectual Property (IP) rights of its customers, including trademarks, brand names, logos, copyrights, and design rights and expects its suppliers and subcontractors to adopt the same level of commitment. The use of our clients' IP must be carried out in a safe manner and that guarantees the protection of IP and clients.

The Intellectual Property Protection and Disposal Policy is stated in DG33 (Annex IV).

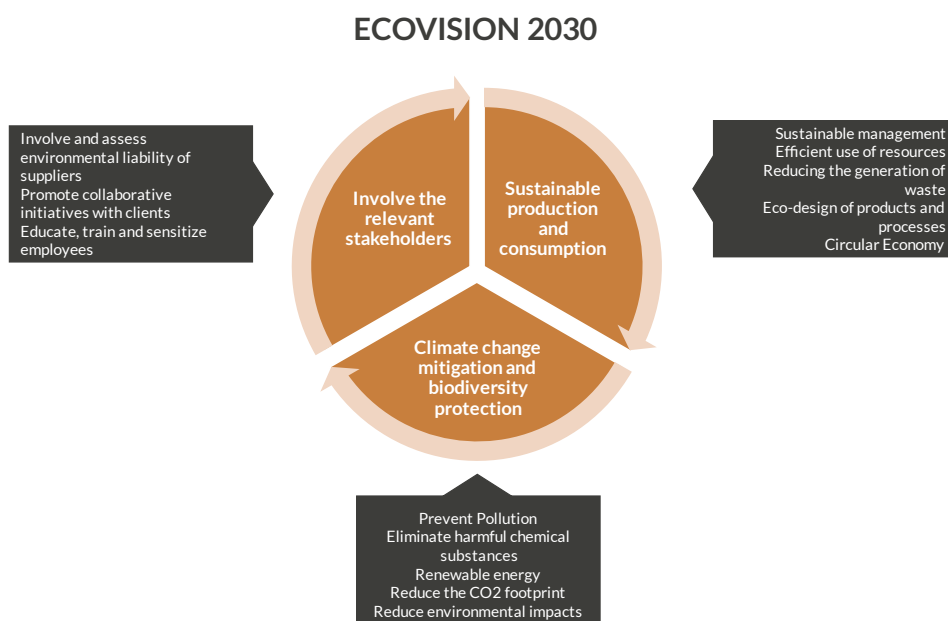
7. ANTI-BRIBERY AND CORRUPTION POLICY

SICI93 decided to adopt and implement an Anti-corruption and Bribery Policy, "Policy" to prevent and mitigate the risk of corruption and related practices, reaffirming our commitment to contribute to the fight against corruption in all its forms including extortion and bribery.

This Policy applies to all employees and members of the Management Board of the Organization and its Partners, regardless of their link and geographical location. This is documented in DG31 and is available in Annex V.

8. ENVIRONMENTAL STRATEGY

SICI93 formulated a sustainable vision of the future based on a commitment to environmental and climate responsibility, in line with the major challenges that the environmental impacts, generated by the global textile and clothing industry, represent.



The priority action axes have been defined in accordance with the guidelines of the textile and clothing industry to promote the environmental sustainability of the activities carried out in the making and distribution of garments.

SICI93 has set specific objectives for each of the axes and has drawn up an action plan to achieve results.

Suppliers and subcontractors are expected to contribute to the achievement of the above sustainable vision.

9. CHEMICAL MANAGEMENT POLICY

The Organization believes in the importance of eliminating harmful chemicals used in the manufacturing process of the products it provides to its customers to ensure the health of our employees, the safety of consumers and prevent environmental pollution. The Chemical Management Policy is documented in DG32 and is available in Annex VI.

COMMITMENT TO CHEMICAL MANAGEMENT AND OUR CLIENTS

SICI93 subscribes to the values of the ZDHC Road Map to Zero Programme, which implies its responsibility for the implementation, improvement and performance of its chemical management system that complies with the ZDHC MRSL (Manufacturing Restricted Substance List).

Adding to the above, our clients also have requirements for the use of chemicals, MRSL and/or PRSL (Product Restricted Substances List), which SICI93 strictly complies with.

Suppliers and subcontractors are required to strictly comply with, be aware of and understand the requirements of our clients and SICI93.

CHEMICAL MANAGEMENT PROCEDURE

To ensure the above explained SICI93 internally follows its Chemical Management Procedure (P02) which aims to internally define the activities for management (selection, validation, and ordering) use, handling and storage of chemicals as annexed to Annex VII.

10. TRACEABILITY POLICY

To understand its supply chain of the Organization and its processes, as well as ensure compliance with legal and regulatory requirements and mitigate risk, SICI93 established its Traceability Policy in DG34, annexed in Annex VIII.

11. WHISTLEBLOWING POLICY

The purpose of the Whistleblowing Policy (DG35) is to facilitate the report of irregularities, so that they can be detected and treated as early as possible, in accordance with the organization's policies and procedures, legal and social obligations and support and protect whistle-blowers and other stakeholders. Being in Annex IX.

The Policy reflects the commitment to ensure safe internal reporting and follow-up to ensure its proper treatment, as well as ensure the confidentiality of the identity or anonymity of the whistle-blower and/or other persons involved and restricting access to information only to authorized persons.

The Policy was designed to comply with Law 93/2021 establishing the general regime for the protection of whistle-blowers, transposing Directive (EU) 2019/1937 of the European Parliament and of the Council of 23 October 2019, on the protection of persons who report breaches of EU law.

12. REQUIRED DOCUMENTATION

CHEMICAL SUBSTANCES

For chemicals, the criteria by which SICI93 governs its procurement procedure are set out below:

- Upon ordering or ordering a new product the supplier must provide the Safety Data Sheet (SDS) and Technical Data Sheet (TDS) of the same in its updated version and in Portuguese.

- Only chemicals that comply with REACH, ZDCH MRSL, MRSL and/or client PRSL are validated.
- Chemical samples are not accepted for testing at zero cost without being sure that they comply with REACH, ZDCH MRSL, Step by OEKO-TEX®, GOTS and GRS, MRSL and/or PRSL of customers thus not creating unnecessary chemical waste.

It constitutes company's policy and objective, research with suppliers/market of alternative chemicals more sustainable, less harmful to the environment and health and in a general way more eco-friendly.

MACHINERY AND EQUIPMENT

For machinery and equipment, the rules by which SICI93 governs its purchasing procedure are set out below. New machinery or equipment:

- The supplier must deliver the machine or equipment instruction manual and operations in Portuguese.
- The supplier must provide the CE marking declaration in Portuguese.
- All machines or equipment must be CE marked.

Used machines and equipment:

- The supplier must provide the instruction manual (of the manufacturer or supplier) in Portuguese.
- The supplier must provide a certificate issued by a competent body that the machine does not pose a risk to the health and safety of the user.
- The supplier must lodge a declaration containing his name, address and professional identification and address of the certifying body.

It should be noted that the above documents, in addition to the requirements of SICI93, are legal requirements contained in Decreto-Lei n.º 103/2008, de 24 de Junho, and in Decreto-Lei n.º 214/95, de 18 de Agosto..

13. PRODUCTION RECORDS

When necessary or due to the requirement of our clients, legal, regulatory, or normative requirements the supplier or subcontractor has the obligation to perform production records (whatever their nature) and preserve them during the period stipulated for this purpose.

14. AUDITS

SICI93 reserves the right to monitor compliance with the policies and other requirements described above, through visits and/or audits during the duration of the relationship it establishes with the supplier or subcontractor.

In addition, the supplier must guarantee the right of our clients to carry out audits (announced, semi-announced or unannounced, second or third party) according to their own requirements and/or policies, provided full transparency and access to all documentation and locations on its premises.

15. ANNEXES

ANNEX I DEFINITIONS E ABBREVIATIONS

Announced Audit: audit carried out on a date agreed by both parties.

CCTV: Closed-Circuit Television.

Child: Every boy and girl under the age of 18. The UN Convention on the Rights of the Child (1989) says: “For the purpose of this present Convention, a child means every human being below the age of 18 years unless, under the law applicable to the child, majority is attained earlier” (article 1). In Spanish-speaking countries in Latin America, it is usual practice to distinguish between the boys and girls, on the one hand, and older adolescents, on the other, thereby recognising that adolescents are more mature and can take on more responsibilities than younger children.

Child labour: Work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety, or morals of children.

IP: Intellectual Propriety.

MRSL: Manufacturing Restricted Substance List.

PRSL: Product Restricted Substances List.

REACH: Registration, Evaluation, Authorisation and Restriction of Chemicals.

SDS: Safety Data Sheet.

Second Party Audit: audit is performed by the customer or authorised representative.

Semi-announced Audit: audit performed at some point during a period agreed by both parties.

Supplier: are included in the category Product Suppliers, Service Providers and Subcontractors.

TDS: Technical Data Sheet.

Third Party Audit: audit is performed by an independent company or auditor.

ZDHC: Zero Discharge of Hazardous Chemicals.

SICI93 and Playvest declare strict adherence and respect for the Declaration of Human Rights and major labour and environmental protection standards. We share with our partners and customers the common purpose of commitment to the utmost social, ethical, and environmental standards.

In addition, the NEXTIL Group's Code of Ethics and Conduct, which SICI93 and Playvest integrate, applies to both organizations.

The following commitments shall be fulfilled through this Code of Conduct:

No Discrimination

Respect and equal treatment for all workers. There will be no discrimination, exclusion, or any kind of preference in hiring, remuneration, access to training, promotion, dismissal, or retirement based on nationality, race, gender, social class, national or ethnic origin, religion, age, disability, sex, marital status, sexual orientation, membership in a trade union or political party or other legitimate organizations, family responsibilities, illness or any other condition that may give rise to discrimination.

No Child Labour

Recruitment of child labour is prohibited. This Code endorses the guidelines of the International Labour Organisation (ILO).

Employment is Freely Chosen

Forced, slave or non-voluntary labour is prohibited. Workers have the right to leave the work and freely terminate their employment contract if they give reasonable and due notice to the employer. The organization does not hold identity documentation or require deposits or payments for the worker to secure their job.

Fair Remuneration

The remuneration must be fair, according to the national legislation or collective agreement, which most favours the worker. All social benefits, subsidies, and leaves must be equally paid.

Before they enter employment, all workers shall be provided with written and understandable information about their employment conditions in respect to wages. Wages are to be paid in a regular and timely manner. Workers have access to their pay slip, with all the information described. It is forbidden to withhold and deduct from wages as a disciplinary measure, except those permitted by national law.

Decent Working Hours

The working hours should not be excessive and must comply with all legal requirements and collective agreements.

The use of supplementary work (known as overtime) should not exceed what is legally established and comply with the other applicable legal requirements regarding the limit of working hours, remuneration and other criteria. Overtime must be used responsibly and exceptionally.

Workers shall be provided with the right to the legally stipulated days off.

The Rights of Freedom of Association and Collective Bargaining

Workers, without distinction, have the right to freedom of association and the effective recognition of the right to negotiate collective labour contracts and the right to join trade unions or other associations linked to the industrial sector.

No Precarious Employment

Employment is carried out based on a recognized and documented relationship, established in accordance with national legislation and collective agreements in force.

Before entering employment, workers are clearly informed about their rights, responsibilities, and employment conditions. Decent working conditions are provided. Those also support workers in their roles as parents or caregivers.

NO HARSH OR INHUMANE TREATMENT IS ALLOWED

Organizations ensure the support and protection of international human rights by creating ethical working conditions for all workers.

They also guarantee a workplace free from hostile and inhumane treatment, harassment or physical or sexual abuse, physical coercion, verbal abuse, or other forms of intimidation. All these practices are prohibited.

OCCUPATIONAL HEALTH AND SAFETY

Implementation and development of appropriate measures regarding safety and health conditions in the workplace in accordance with national legislation, aiming to prevent and minimize occupational risks, ensuring the protection of workers and avoiding their over-exposure to chemical, biological and physical hazards.

Organizations ensure the protection of their workers in the event of an accident, through insurance, while certifying that their infrastructure and equipment are safe and salubrious. Workers' occupational health is also guaranteed. All protective equipment, whether personal or collective, are the organizations responsibility.

PROTECTION OF THE ENVIRONMENT

Organizations are committed to respect and protect the environment and minimize their environmental impact, complying with the legal and regulatory requirements. They therefore practice:

- Development and use of technologies and products with improved environmental performance.
- Measures relating to efficient resource use and "green chemistry" approach in the usage of chemicals.
- Responsible waste management and preventive approach to future environmental challenges.
- Business practices governed by integrity, honesty, fair negotiation, and full compliance with all legal requirements and subscribed normative criteria of the normative.

ETHICAL BUSINESS BEHAVIOUR

Fair business behaviour and adoption of practices to prevent corruption, extortion, embezzlement, or any form of bribery - including, but not limited to - promising, offering, giving, or accepting of any monetary or other incentive deemed inappropriate.

Accurate information about the activities, structure and performance of organisations is maintained and disclosed in accordance with applicable regulations and industry reference practices. Falsification of this information is prohibited as well as any act of misrepresentation in the supply chain.

Personal information is collected, used, and processed in accordance with applicable laws and regulations.

General Management,

Braga, 14/07/2022

Through this Policy we adopt a set of commitments that guide our activities of development, manufacture and supply of garments for the purpose of creating value to customers and shareholders, whilst guarantying safe and healthy work conditions, social equity and environmental responsibility.

Thus, in all our activities, products and services we commit to:

- Guide all our efforts to meet and exceed customer requirements and expectations, offering high added value, sustainable, differentiated and innovative solutions so as to ensure customer loyalty;
- Guarantee top management commitment to provide a framework for setting and attaining strategic objectives, engage workers through qualification and training, promote and share best practices-based knowledge;
- Promote Integrated Management Systems continuous improvement, ensure its evaluation and adopt a process-based risk approach;
- Comply with legal and other applicable requirements, collective bargaining agreements, as well as, the ETI Base Code, ILO Conventions and other international Human Rights pacts and covenants we adhere to;
- Provide safe and healthy workplaces, prevent work-related injury and ill health by promoting occupational health and safety, ensuring hazard elimination and risk reduction. Consult and involve workers and/or their representatives;
- Protect the environment, biodiversity and ecosystems, prevent all forms of pollution by promoting the sustainable use of resources and pursue climate change mitigation and adaptation actions;
- Improve our environmental performance throughout the supply chain and product lifecycle, encouraging water and energy use efficiency, the elimination of hazardous chemical substances, wastewater treatment improvements ensuring traceability and reducing environmental impacts;
- Assume the responsibility of the impacts of our decisions, activities and products, promote ethical conduct, transparency and fair practices and ensure stakeholders needs and expectations are continually meet;
- Encourage an inclusive work environment, based on the principles of respect for human dignity and equality of opportunities and fight all forms of discrimination and harassment;
- Establish mutually beneficial partnerships with stakeholders with the aim of improving organizational governance, community involvement and development in the context of sustainable development challenges;

We believe we should actively engage stakeholders in the apparel and textile industry encouraging sustainable development practices.



1. COMMITMENT STATEMENT

The organization recognizes that intellectual property (IP) violation is a worldwide issue for brands, clients, and consumers. The illicit trade of counterfeit goods is harmful to brands' reputation, dangerous to consumers and funds elements of organized crime, with serious negative impacts on global economy.

We are committed to a long-term brand and intellectual property rights protection strategy of our clients.

We make every effort to ensure the integrity of all IP elements entrusted to us by our clients in all internal processes as well as throughout the supply chain.

We adopt a zero-tolerance policy regarding the misuse, appropriation, and misrepresentation of all elements of our clients' IP as well as the manufacture, distribution, and sale of counterfeit products.

2. GOAL, SCOPE, AND RESPONSIBILITIES

Whit this policy we intend to define control procedures and mechanisms to ensure our clients' trademark and IP rights protection and integrity.

This policy is applicable to all Organization's employees and partners who perform functions in processes that comprise any contact with any type of clients' IP material, regardless of their work relationship and geographical location.

Top Management is responsible for complying with this policy.

3. DEFINITIONS

CLIENT

Current or potential buyer of the Organization's products.

BRAND

A distinctive, visually perceptible sign that identifies and distinguishes saleable, tangible, or intangible products and services of a company.

INTELLECTUAL PROPERTY MATERIALS

Includes all raw materials, trims, and packaging accessories, semi-finished and final products containing the brand name, logo, design or registered pattern, samples, sketches, patterns, technical specifications among other elements, as defined by each client.

PARTNER

Product or service supplier, subcontractor, and other individual or legal persons who maintain a business relationship with the Organization.

INTELLECTUAL PROPERTY

Intellectual Property (IP) is a set of legal rights that covers the creations of human knowledge.

4. OBLIGATIONS AND RESPONSIBILITIES

4.1 USE

We assume responsibility to protect all IP materials entrusted to us by our clients, for sample development, order production and other underlying business relationship purposed activities, both internally and throughout our supply chain, including our partners.

All use of clients' IP will be done safely, to ensure its protection, as well as clients' rights.

The Organization and its partners, only use clients' IP materials for sample development, order production and other underlying business relationship purposed activities.

The use of clients' IP materials for any other purpose that the ones described above is expressly prohibited, this also includes unauthorised selling of final product or raw materials incorporating clients' IP.

The Organization reserves the right to show samples of finished IP product, after its launch in stores, to clients or potential clients, exclusively for the business purposes of showing its execution, manufacturing, and technical know-how capabilities.

4.2 WAREHOUSING

Clients' IP raw material and trims reception is recorded in detail, as well as their respective warehouse movements.

All clients' IP raw materials and trims are stored, securely, preferably in locked cabinets, with restricted access and video surveillance control (CCTV).

4.3 PRODUCTION

During production, all trims (including, but not limited to, labels, buttons, zippers, hangtags) are duly controlled by the facility's supervisor, who delivers them to employees, per manufacturing order.

All leftover trims and trimmings, collected daily from the factory floor, as well as defective materials, are duly identified, segregated, and safely stored until final disposal.

4.4 RETURN

At the end of the season, style production and in case of business relationship termination, the Organization requests its partners to return all IP materials. The return movements are appropriately registered by the Organization and partners, clearly identifying returned IP materials type and quantities. The retention period for these documents is 5 years.

5. DISPOSAL

IP materials, raw materials, trims, excess or defective garments or components disposal is performed exclusively by the Organization, complying with client's requirements.

Partners are expressly forbidden to destroy excess or defective garments or components that contain IP materials. These garments or components must be stored safely until returned to the Organization.

The Organization selects and approves waste management companies that comply with environmental standards, IP control requirements and other client's requirements.

Only waste management companies previously approved, defined and communicated by the Organization for IP materials disposal will be used.

When it is a customer requirement, the Organization respects waste disposal hierarchy determined by the client and submits the necessary documentation for its approval of the disposal intention.

6. MONITORIZATION AND IMPLEMENTATION

The Organization and its partners are available for audits and inspection actions regarding IP protection practices, upon client or authorised agent request, when previously agreed by both parties or part of the signed contractual terms and conditions.

A monthly statement of excess IP materials will be provided to the assigned contact for this purpose, when required by the client.

The Organization undertakes to declare and deliver all client IP materials, which may reasonably be known to be in its possession, after the business relationship termination, or to give it any other purpose (such as recycling) when expressly requested.

All employees and partners are obligated to report in writing any issues regarding conflict of interest.

The Organization undertakes to immediately notify its affected client of any incident that may occur as theft or loss of any IP materials.

The violation of this policy by employees is subjected to disciplinary actions and sanctions, including dismissal with just cause.

The violation of this policy by partners implies the business relationship immediate cessation.

The Organization shall report to the competent authorities facts that may constitute a criminal offense and shall provide all support for the investigation of the competent authorities in case of possible criminal proceedings against any individual or company involved in counterfeiting activities.

1. COMMITMENT STATEMENT

Corruption and bribery are major global challenges posing serious obstacles to sustainable development and people's well-being.

Not only do they have a negative impact on society, affecting the growth and prosperity of communities, but they can also cause serious financial and reputational damage to businesses that may incur civil and criminal liability, penalties and lose their license to operate.

We are committed to conduct our activities fairly, honestly, and transparently and to adhere to the highest standards of ethical conduct in strict compliance with applicable legal and regulatory requirements, as well as our clients' requirements and the initiatives we voluntarily subscribe to.

2. GOAL, SCOPE, AND RESPONSIBILITIES

The Organization has an attitude of zero tolerance regarding bribery, corruption, and facilitation payments.

The Organization decided to adopt and implement an Anti-bribery and Corruption Policy, hereinafter referred to as "Policy" to prevent and mitigate the risk of corruption and related practices, reaffirming our commitment to contribute to the fight against corruption in all its forms including extortion and bribery.

This Policy applies to all employees and members of the Management Board of the Organization and its Partners, regardless of their link and geographical location.

The Management Board shall be responsible for the implementation of this Policy and its adopted implementing measures.

3. DEFINITIONS

CONFLICT OF INTERESTS

Situation which occurs when a person faces a choice between professional duties and his or her personal interests, jeopardising his or her objectivity.

THING OF VALUE

Anything, monetary or otherwise, that benefits the person including but not limited to favours, loans, payment of expenses or debts, discounts, gifts, entertainment, drinks, meals, travel, and hospitality.

CORRUPTION

The offer, promise, solicitation or acceptance of anything of value, monetary or not, motivated by the practice or omission of acts.

BRIBERY

Accept or offer anything of value with the intention of obtaining a deal or advantage illegitimately.

FACILITATION PAYMENT

Promise, offer, or pay anything of value to ensure the carrying out of action or expedite a procedure.

PARTNER

Supplier of products, services, subcontractors, other natural or legal persons having a commercial relationship with the Organisation.

4. DUTY TO ACT

Bribery and corruption can have very serious consequences including damage to reputation, legal proceedings, and massive financial losses even if the Organisation is not aware of such activities. Accordingly, all business must be conducted in accordance with this Policy.

4.1 PROHIBITED ACTIVITIES

- Promise, give, or accept any kind of bribe regardless of its form, value, and local customs.
- Solicit, offer, or receive, directly or indirectly, money or anything of value for the purpose of influencing any act or decision, securing, or hiring businesses.
- Make, offer, or authorize payments for facilitation to civil servants or private enterprises with the intention of ensuring or accelerating the execution of an action.
- Obtain confidential information about competitors' business opportunities, offers or activities.
- Encourage or coerce a worker to commit or omit an act in violation of his legal and ethical duties.

4.2 GIFTS, HOSPITALITY, AND ENTERTAINMENT

The Organization strongly advises not to offer or receive gifts and hospitality.

Recognising, however, that they are sometimes appropriate and necessary for the development of good trade relations, this practice should be guided by the highest standards of ethics and transparency.

All expenses related to hotels and offers are subject to prior approval and duly registered.

Gifts and hospitality are always forbidden if they:

- Violate the Organization's Code of Conduct and Policies.
- May jeopardize the reputation and good name of the Organization.
- Are illegal activities or products.
- Are in form of cash or equivalent.
- Exceed a value of €200.
- Are given to civil servants, members of government and international organizations.
- Aim to gain undue advantage in business.

4.3 COMPLIANCE OBLIGATIONS

During production, all trims (including labels, buttons, zippers, hangtags, but not only) are duly controlled by the facility's supervisor, who delivers them to employees, per manufacturing order.

All leftover trims and trimmings, collected daily from the factory floor, as well as defective materials, are duly identified, segregated, and safely stored until final disposal.

5. COMPLIANCE OBLIGATIONS

Employees and partners are required to report in writing any situation regarding conflicts of interest.

The Organisation shall establish and maintain strict procedures for the maintenance of detailed records, that adequately and fairly reflect all financial transactions and disposal of assets in accordance with legal requirements and accepted international accounting principles.

Before entering a business relationship with a new partner, the Organisation shall conduct a due diligence procedure and risk analysis of corruption.

6. REPORTING IRREGULARITIES AND WHISTLEBLOWING

We encourage employees to report immediately when they witness or suspect that they may have witnessed, any practice or attempt at corruption and bribery or any activity that is illegal or violates the rules of this Policy.

We guarantee fair treatment and protection against retaliation to employees who refuse to accept or offer any bribes or report in good faith legitimate concerns about irregularities that they have witnessed or that may occur.

The Organization will treat as an infringement of this Policy any act of retaliation against the whistle blower.

7. INFRACTION CONSEQUENCES

Employees who violate this Policy may be subject to disciplinary action and sanctions, including dismissal for just cause. Violation of this Policy by a partner implies the immediate termination of the business relationship.

The Organisation shall report to the competent authorities' facts which may constitute a criminal offence or misdemeanour.

8. TRAINING AND COMMUNICATION

We ensure the training of employees on how to follow and implement this Policy, appropriate to their category and roles.

We communicate this Policy to all stakeholders and raise awareness of all new and existing partners for this Policy.

9. LEGAL FRAMEWORK AND GOOD PRACTICES

The Organization identifies the legal compliance requirements applicable to the countries in which it operates and undertakes to apply and comply with the following laws and arrangements:

- US Foreign Corrupt Practices Act
- UK Bribery Act
- United Nations Convention against Corruption
- International Business Transactions of the Organization for Economic Cooperation and Development
- United Nations Global Compact Principles

The Organization recognizes that the elimination of harmful chemicals used in the manufacturing process is of the utmost importance and fundamental to employee and consumer health and safety and to environmental protection.

Top Management is committed to implement the following Chemical Management practices:

- Comply with applicable legal, regulatory, and client requirements regarding Organization's processes and operations on restricted chemical substances in final products. Including, but not limited to, client's Restricted Substance List (RSL) and legal and regulatory acts as REACH, CPSIA and CAL Prop.65.
- Promote a sustainable Chemical Management, adopting ZDHC chemical managing guidelines. Ensuring the commitment to eliminate harmful chemicals use and discharge into wastewater as set out in the ZDHC and OËKO-TEX® raw material and final product MRS� and PRSL, all subscribed standards and client's additional restrictions.
- Ensure chemical inventory compliance through the ZDHC Gateway platform and other duly accredited verification tools and processes.
- Enhance the use of safer and more sustainable chemicals in the manufacturing processes to protect the environment and guarantee employee, communities, and consumer health and safety.
- Actively engage and evaluate suppliers and subcontractors to ensure traceability from the chemical inventory to the manufacturing process.
- Share applicable data on Chemical Management practices in a transparent manner to external stakeholders, including clients, suppliers, subcontractors, and chemical suppliers, as well as internal stakeholders, including employees, regardless of the employment relationship.
- Promote Chemical Management System continuous improvement, replacing, whenever possible the harmful chemicals for safer alternatives for people and the environment, and additionally regularly train employees on the safe use, storage, and handling of chemicals to provide a healthy work environment.
- Support employee skills and knowledge through the continuous updated training on Chemical Management.
- Establish and monitor the Chemical Management System goals.

Top Management,

1. Objetivo

Definir as atividades para a gestão, utilização, manuseamento e armazenamento dos produtos químicos, utilizados na empresa.

2. Âmbito

Produtos Químicos.

3. Responsabilidades

A responsabilidade pelo cumprimento deste procedimento está definida no ponto 6.

4. Definições

Siglas

STeP: Sustainable Textile & Leather Production;

GOTS: Global Organic Textile Standard;

GRS: Global Recycle Standard;

PQ: Produto Químico;

FDS: Ficha de Dados de Segurança;

REACH: Registration, Evaluation, Authorisation and Restriction of Chemicals;

SVHC: Substance of Very High Concern;

MRSL: Manufacturing Restricted Substance List;

PRSL: Product Restricted Substances List;

ZDHC: Zero Discharge of Hazardous Chemicals;

DQMGQ: Diretor de Qualidade de Matéria-prima, Gestão de Químicos e Laboratório;

RSST: Responsável de Segurança e Saúde no Trabalho;


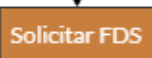


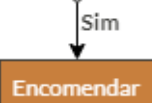
EPI: Equipamento de Proteção Individual.

5. Referências

STeP OEKO TEX; GOTS; GRS; ZDHC MRSL; ISO 9001; ISO 14001; ISO 45001.

6 Modo de Proceder

6.1 Seleção e validação de novos produtos químicos – Procurement

Acção	Descrição	Responsável	Documentos
	Selecionar novos produtos químicos.	DQMGQ	-
	Solicitar junto do fornecedor a respetiva FDS.	DQMGQ	FDS
	Verificar e validar o PQ tendo em conta os requisitos STeP, GOTS, GRS, REACH, PRSL e MRSL ZDHC e a lista de SVHC candidatas a autorização.	DQMGQ	Normas Ver hiperligações em nota *
	Se o PQ não cumprir com os requisitos é rejeitado.	DQMGQ	-
	Se o PQ cumprir os requisitos pode avançar-se com a sua encomenda. PQ é registado no inventário e FDS arquivada.	DQMGQ	AMB-IMP01

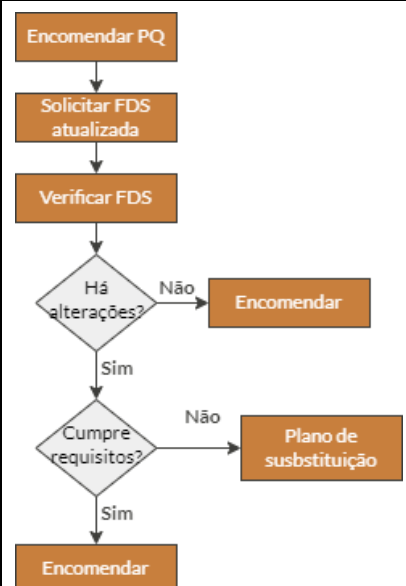
* https://www.oeko-tex.com/media/init_data/downloads/STeP%20Standard.pdf
<https://echa.europa.eu/pt/information-on-chemicals>
<https://www.roadmapzero.com/>

Nota 1: Não são aceites amostras de produtos químicos para testar a custo zero sem ter a certeza de que cumprem o ZDCH MRSL, OEKO-TEX STeP, GOTS e GRS não criando, assim, resíduos químicos desnecessários.

Nota 2: Constitui Política e objetivo da empresa, a pesquisa junto de fornecedores/mercado de produtos químicos alternativos mais sustentáveis, menos nocivos para o ambiente e saúde e de uma forma geral mais ecofriendly.

Nota 3: A empresa comprometeu-se a cumprir o MRSL e o PRSL, no âmbito do Projecto 2020 como cliente Burberry.

6.2 Encomenda de produtos químicos

Ação	Descrição	Responsável	Documentos
	<p>Iniciar o procedimento de encomenda do PQ.</p> <p>Solicitar junto do fornecedor a FDS atualizada.</p> <p>Verificar FDS comparativamente à versão existente em arquivo.</p> <p>Não existindo alterações à FDS, prossegue-se com a encomenda.</p> <p>Se existirem alterações, verificar e validar as mesmas tendo em conta os requisitos STeP, GOTS, GRS, REACH, PRSL e MRSL ZDHC e a lista de SVHC candidatas a autorização.</p> <p>Se o PQ deixar de cumprir com os requisitos é elaborado o plano de substituição.</p> <p>Se o PQ continuar a cumprir os requisitos pode avançar-se com a sua encomenda. As alterações são registadas no inventário e a FDS atualizada é arquivada.</p>	<p>DQMGQ</p> <p>DQMGQ</p> <p>DQMGQ</p> <p>DQMGQ</p> <p>DQMGQ</p> <p>DQMGQ</p> <p>DQMGQ</p>	<p>-</p> <p>FDS</p> <p>FDS</p> <p>-</p> <p>Normas Ver hiperligações em nota*</p> <p>AMB-IMP01</p> <p>AMB-IMP01</p>

6.3 Armazenamento e transporte de produtos químicos

- Cabe ao DQMGQ, a respetiva receção dos produtos, controlo / verificação / identificação do transporte e armazenamento;
- Todos os PQ utilizados devem estar armazenados unicamente nos locais definidos para esse efeito;
- Cabe a todos os utilizadores de PQ cumprir com as boas práticas no transporte dos produtos, nomeadamente que se encontrem devidamente selados, respeitando as instruções de transporte constantes nas FDS / fichas técnicas.
- Os locais de armazenamento são de acesso restrito. O seu acesso deverá ser efetuado apenas pelos trabalhadores afetos às operações de limpeza no acabamento aos serviços de limpeza;
- O armazenamento deve ser efetuado atendendo, pelo menos, à sua classificação de perigo;
- O armazenamento de PQ líquidos deverá ser sempre efetuado nas bacias de retenção disponíveis, mantendo a disposição de armazenamento existente;
- O local de armazenamento deverá estar sempre limpo e arrumado;
- De forma a facilitar a sua identificação / utilização, os PQ deverão ser armazenados com os rótulos virados para a frente;
- A responsabilidade pela colocação no posto de limpeza / tira-nódoas / lubrificações dos PQ utilizados para as diferentes tarefas, é dos próprios utilizadores.

6.4 Manipulação de produtos químicos

É responsabilidade da SICI93:

- Assegurar formação periódica sobre as melhores práticas de manuseamento e rotulagem dos PQ;
- Fornecer EPI adequados para a manipulação de PQ.

É responsabilidade dos colaboradores utilizar os PQ de forma segura e atendendo às indicações abaixo e tendo em conta a formação:

- Ler os rótulos e seguir as instruções de segurança definidas;
- Utilizar os EPI adequados;
- Limitar a quantidade de substâncias perigosas nos locais de trabalho à estritamente necessária;
- Não conservar embalagens vazias nos locais de trabalho;
- Manter os recipientes fechados quando não estiverem a ser usados;
- Deve usar-se todo o conteúdo das embalagens, sem deixar resíduos;
- Sempre que se terminar a sua utilização os PQ devem ser armazenados corretamente;
- Em caso de derrame deverão ser seguidas as instruções descritas em IS.10.

6.5 Verificação de conformidade de FDS

A verificação de FDS é da responsabilidade dos intervenientes abaixo identificados e é realizada de acordo com a periodicidade, também, documentada na tabela abaixo.

Tarefa	Responsável / responsáveis	Periodicidade
Verificação da validade e conformidade das FDS de todos os produtos químicos	RSST	Semestral
Solicitar FDS atualizadas aos fornecedores de produtos químicos	DQMGQ	Sempre que alguma FDS não se encontre conforme Sempre que é comprado um produto químico novo
Verificação da conformidade dos produtos químicos com requisitos STeP, GOTS, GRS, REACH, PRSL e MRSL ZDHC, a lista de SVHC e MRSL e PRSL de clientes	DQMGQ	Sempre que é comprado um produto químico novo Sempre que haja atualização dos requisitos referidos
Verificação dos locais de armazenamento de produtos químicos - limpeza e organização	RSST	Semestral
Verificação dos locais de armazenamento de produtos químicos - FDS atualizadas	RSST	Semestral
Verificação dos locais de armazenamento de produtos químicos - sinalização	RSST	Semestral
Verificação dos locais de armazenamento de produtos químicos - produtos químicos identificados e rotulados	RSST	Semestral
Atualização inventário de produtos químicos - quando há compra de novo produto químico	DQMGQ	Quando há compra de novo produto químico
Atualização inventário de produtos químicos - quando há atualização de FDS	DQMGQ	Quando há atualização de FDS
Atualização inventário de produtos químicos - quantidades armazenadas	DQMGQ	Sempre que exista nova encomenda
Seleção EPI	RSST	Sempre que é comprado um produto químico novo ou a FDS de um produto químico é atualizada e seja necessário alterar os EPI devido a essa atualização

6.6 Resíduos / Produtos químicos não conformes

Todos os resíduos químicos / produtos químicos não conformes são recolhidos por entidades licenciadas para o efeito, de acordo com o procedimento documentado para o efeito.

6.7 Avaliação dos riscos químicos

O responsável de SST efetua a avaliação dos riscos químicos existentes na empresa, sendo esta avaliação evidenciada pelos relatórios de avaliação dos riscos e seleciona EPI de acordo com as instruções das FDS.

7 Documentos

AMB-IMP01 Inventário de Produtos Químicos
IS.10 Derrame

1. PURPOSE

Comprehend the Organization's supply chain and their processes, ensure legal and regulatory compliance and risk mitigation.

2. SCOPE

Within the scope of this Policy the following are considered: direct raw material suppliers (raw, finished, and printed fabric), upstream of the supply chain, as well as indirect suppliers (printing wet processes, dyeing and, finishing) and chemical suppliers used by the Organization.

Downstream suppliers, subcontracted wet process services, conventional and digital positional printing and transfers are also covered.

3. RAW MATERIAL TRACEABILITY

The Organization ensures raw material traceability through systematic recording of all requisitions and raw material inputs in the Enterprise Resource Planning (ERP).

Raw material suppliers report information about the companies that carry out the wet processes of the supplied products, promoting, and facilitating communication with indirect suppliers upstream.

The Organization requests certificates of origin attesting fibres' country of origin, in compliance with raw material purchase restrictions from regions with high risk and systematic reporting of Human Rights violations.

Responsible treatment and animal welfare compliance certificates are, also, requested for animal fibres.

We are committed to regularly map the supply chain and engage with relevant stakeholders. Promote continuous improvement and manage any chemical non-conformity incidents in the finished products or wastewater discharges.

4. CHEMICAL SUBSTANCES TRACEABILITY

The Organization ensures chemical substance batch number registration in all its facilities.

The start and finish dates of use, and usage site of the chemical substance's batches are documented to track their consumption in garments.

Wet process suppliers keep documented records of the batch number of all chemical inputs in their facilities, its requisitions and usage in the recipes of each production start.

INTRODUCTION

Our Ethical Principles of Action, defined in the NEXTIL GROUP Code of Ethics and Conduct, and transversal to all our Policies, reflect our commitment to the highest standards of ethics and integrity and define the way we develop our activity.

The set of commitments made in the Code of Ethics and Conduct reflect the commitment to high social, ethical, and environmental standards.

1. GOAL

The goal of the Whistleblowing Policy (Policy) is to facilitate the reporting of irregularities so that they are detected and treated as early as possible, in accordance with the organization's policies and procedures, legal and social obligations and support and protect whistle-blowers and other stakeholders.

The Policy reflects the commitment to ensure safe internal reporting and follow-up to ensure its proper treatment, as well as ensuring the confidentiality of the identity or anonymity of the whistle-blower and/or other persons involved and restricting access to information only to authorized persons.

The Policy was designed to comply with Law 93/2021 (Portuguese law) establishing the general regime for the protection of whistle-blowers, transposing Directive (EU) 2019/1937 of the European Parliament and of the Council of 23 October 2019, on the protection of persons who report breaches of Union law.

2. SCOPE

The Policy applies to the following companies:

SICI 93 Braga, S.A
Playvest, S.A
Keupe, Unipessoal, Lda.

3. WHAT TOPICS TO REPORT

Whistle-blowers may report information obtained in a professional context, only, concerning suspected irregularities, infractions, or violations, committed or likely to be committed, and attempts to conceal them, of:

- Laws and regulations applicable to the Organization.
- Code of Conduct and internal policies in force within the Organization.
- Preventing money laundering and terrorist financing.
- Safety and conformity of products.
- Environment protection.
- Public health.
- Protection of privacy and personal data and security of network and information systems.
- Corruption and related infringements.
- Situations that jeopardize the safety of persons.
- Situations that call into question the security of information, assets and intellectual property and business secrecy.
- Situations that call into question the proper functioning of the Organisation.
- Unethical behaviour.
- Retaliation for denunciation or participation in investigation.
- Internal audit and control policies.

The Reporting Channel does not serve to communicate the following topics:

- Employment conflicts not related to harassment or discrimination, that should be addressed with the immediate superior and/or the human resources department.
- Customer complaints, that should be addressed and formalized to the commercial teams that manage the account for due treatment.
- Complaints from suppliers and subcontractors, that should be made to purchasing departments or their usual contacts in the Organization.
- Other matters not foreseen in the themes to be denounced.

Complaints will not be treated with information obtained illegally, that is, whose means of obtaining is punished by law.

4. GOOD FAITH AND PROHIBITION OF RETALIATION PRINCIPLE

The report shall be made in good faith and shall be based on reasonable grounds. This means that the report must have serious grounds to assume that the information obtained is truthful at the time of the complaint.

The Organization is governed by the principles of trust, impartiality, and protection throughout the reporting process, ensuring the confidentiality of the whistle-blower.

All acts of retaliation against any person who makes a report are expressly prohibited. Acts of retaliation have the consequence of disciplinary action and may result in termination of service.

Likewise, communicating reports and false information in bad faith, that is, that the whistle-blower knows to be false, only for the purpose of obtaining personal advantage or harming another person, is prohibited and may result in disciplinary action without prejudice to being referred to the competent judicial authorities.

5. WHO CAN REPORT

Irregularities can be reported by:

- All employees including temporary employees, service providers, trainees and volunteers, former employees, recruitment candidates.
- Contractors, subcontractors and suppliers and any persons acting under their supervision and direction.
- Customers.
- Shareholders and persons belonging to management or management bodies or to fiscal or supervisory bodies, including non-executive members.

6. HOW TO REPORT

Any report under this Policy must be submitted by through the following email channel denuncias.portugal@nextil.com.

The report shall contain as much information as possible so that it can be properly investigated and dealt with. It is considered useful information:

- Subject and general nature of concern.
- How it became aware of the facts.
- Person(s) involved(s) and their (s) functions.
- Possible witnesses.
- Date, time, and place.
- Documentation and other supporting information.

The whistle-blower may remain anonymous or decide to identify himself, in this case, his identity, and all information that may allow to deduce his identity, will be confidential and restricted access to the persons responsible for handling the report.

Only by legal obligation or decision of a court will the identity of the whistle-blower be revealed, which shall be previously informed of the fact and reasons, except when it is not possible by legal obligation, if that happens.

7. WHAT HAPPENS TO THE RECEIVED REPORTS

Reports are treated confidentially under the principles of Trust, Impartiality and Protection.

Reception

Reports are received by a competent person designated for the function.

Appraisal

It is assessed whether the content of the report is relevant to the scope of the Policy, its priority, whether it has complete information or whether further details are needed, as well as the risk of appropriate retaliation and protection to the whistle-blower and other parties involved.

Treating

The investigation is led by the person to whom the role of Whistleblowing Manager has been assigned who can be supported by internal and external experts. Everyone involved is bound by confidentiality and secrecy.

Possible Results

If the investigation concludes that an irregularity has been committed, the actions necessary to put an end to it and the necessary and appropriate disciplinary measures shall be taken.

Reports may be forwarded to the competent authorities whenever necessary and appropriate.

8. HOW WE COMMUNICATE WITH THE WHISTLE-BLOWER

A notice receipt of the report is sent within 7 days.

We communicate the measures adopted or planned to address the topic denounced, with their respective justifications within 3 months.

We inform the result of the report analysis, within 15 days after the respective conclusion.

9. WHISTLEBLOWING ALTERNATIVE MEANS

The internal reporting channel is the first resource to be used in case of suspicion of an irregularity, infringement, or violation. The whistle-blower may, however, appeal to the competent public authority when he has first done so internally and considers that he has not received an adequate response, that the matter has not been properly investigated or has reasonable grounds to believe that the matter cannot be dealt with effectively internally or that there is a risk of retaliation.

10. REPORTS RETENTION

Reports are kept for a period of 5 years and, regardless of the term, during the pending judicial or administrative proceedings regarding the report.

11. PERSONAL DATA PROTECTION

Personal data related to reports are processed in compliance with the General Data Protection Regulation (EU) 2016/679 and its national transposition diplomas.

Personal data that are not manifestly relevant for the processing of the report will not be stored.