



SUPPLIER CODE OF CONDUCT & WORKPLACE STANDARDS

This document is the Supplier Code of Conduct (“The Code”) and Workplace Standards (“Workplace Standards”).

The Code describes how we expect you, as a supplier to Dr. Martens, to behave as a business. The Workplace Standards describes the specific requirements for the workplace and gives details on how to meet the expected standards.

As a supplier to Dr. Martens you must implement, adhere to and monitor compliance with the Supplier Code of Conduct and Workplace Standards.

Please contact csr@drmartens.com for further advice or information.

THE CODE

1. Compliance with All Applicable Laws and Regulations

- a. Dr. Martens expects its suppliers to behave lawfully, ethically and with integrity. Supplier must comply with all applicable laws and regulations of the countries in which they are located including (but not limited to) those relating to wages, hours, employment, labour, health and safety, the environment, immigration, licenses and permitting. Where the requirements of this Code exceed what is required by law, the requirements of the Code must be met in addition to legal compliance.
- b. Supplier must be ethical in their business practices and specifically must not engage in bribery or corruption. Supplier must comply with and sign the Dr. Martens Supplier Anti Bribery Policy.
- c. Supplier must ensure that there is no fraud or tax evasion in their business and put in place processes and training to minimise the risk of such exposure.

2. Business Ethics and behaviour

- a. Supplier must conduct themselves in a professional and transparent manner with integrity at all times. The leadership at the Supplier should role model honest and ethical behaviour and Supplier should train their workforce to understand appropriate conduct.
- b. When a Supplier is being assessed, they must provide access to workers, records and factory work areas, regardless of whether advance notice is provided. Supplier must be cooperative and transparent during the assessment process. The management at the factory must not coach or require employees to provide certain answers to assessors during confidential worker interviews.
- c. Supplier should adopt an anonymous whistleblowing policies and mechanisms to raise concerns around suspected illegal or unethical business practice affecting the company, its employees, customers or suppliers. All employees working on Dr. Martens products should know how Dr. Martens do business and how to deal with concerns should they believe there to be malpractice in the workplace. The whistleblowing policy must be designed to protect employees, workers, contractors, trainees, agency staff and volunteers.

3. Compliance with other Dr. Martens Policies

- a. Supplier must comply with the following Dr. Martens policies attached to this document; Animal Derived Materials Policy, General Material Requirement Policy, Needle Policy, Anti Bribery Policy and Migrant Worker Policy.

WORKPLACE STANDARDS



Dr. Martens will support suppliers and their supply chains who disclose difficulties in meeting the requirements of the workplace standards and seek to work with them to put in place necessary improvements or remediation measures. Supplier must inform their employees about the Workplace Standards, by making this documents available to them and by undertaking efforts to educate them about these standards on a regular basis.

1. Employment is freely chosen¹

- a. The use of any form of forced labour in the production of Dr. Martens products is prohibited. This includes all forms of prison labour, indentured labour and bonded labour as defined below. These actions are now commonly described by the umbrella term “modern slavery”.
 - i. The general definition of “forced labour” is any work or service performed under the menace of penalty, and for which the said persons have not offered up themselves voluntarily¹.
 - ii. Prison Labour: Work, performed by individuals incarcerated by either the state or military that is a requirement of their sentence and usually without compensation
 - iii. Indentured Labour: Work, performed by an individual contractually bound to an employer for a specific time period, which is usually in return for payment of travel and living expenses.
 - iv. Bonded Labour: An illegal practice in which employers give high interest loans to employees who either individually or as an entire family then work at low wages to pay off the debt
 - v. Trafficked Labour: a practice where a person is recruited, harboured, obtained, transported or transferred with a view to that person being exploited²
 - vi. Any subcontracting arrangements with employment agents dealing with above forms of labour are prohibited. Supplier is required to perform its own controls and checks to ensure their employment agents are complying with this requirement.

- b. Employees are not required to lodge deposits, identity papers or any other documentation with their employer. Employees are free to leave their employment after giving reasonable notice.
 - i. Supplier must not require or allow employment agents to require any monetary deposits or keep any original identification documents. The practice of deposits may prevent employees to freely end their employment.
 - ii. Security must not be allowed to intimidate or restrict the movement of employees. If security is inside the factory, they should not be armed.
 - iii. Overtime must be completely voluntary. Any form of pressure to perform overtime is prohibited.
 - iv. Any ploys to prevent employees from voluntarily ending their employment, such as excessive notice periods or substantial fines for terminating their employment contracts, are prohibited.
 - v. Employees shall not be required to pay employer’s or agent’s recruitment fees or other related fees for their recruitment and must not be bonded through other loans or fees. If any such fees are found to have been paid by employees, such fees must be repaid to the worker by the employer, including international travel cost if any.
 - vi. Supplier must never present or require workers with blank papers/resignation letter to sign.
 - vii. Supplier must not engage in practices, such as annually firing and re-hiring workers or unreasonably designating workers as probationary, designed to circumvent national or local wage, benefit or other labour laws.

For more details about the how this clause applies to the Migrant Contract workers, please check our Migrant Worker Policy and Implementation Guidelines.

- c. Other Employment related requirements:
 - i. Labour contracts must meet all legal requirements.
 - ii. Supplier must be properly licenced, registered and permitted to perform its current activities in the municipalities where it operates.

¹ Definition established by the ILO, Forced Labour Convention, 1930

² Palermo Protocol 2000



- iii. Supplier must maintain all relevant personnel documents in complete and up to date form.
- iv. For Supplier with migrant employees, a copy of the work permit must be included in the personnel file.
- v. Labour contracts/agreements, where required, must include employee's signature. A copy of the contract/agreement must be provided to the employee. The duration and term of the contract must comply with the local law.

2. Freedom of association and the right to collective bargaining are respected

- a. Dr. Martens recognises the rights of all employees to join or form trade unions of their own choosing and to bargain collectively. Employees also have the right to choose not to join a trade union.
 - i. Employees must be aware of their right to join or form any worker committee, trade union or bargain collectively.
 - ii. Agreed collective bargaining documentation shall be communicated to employees and available for the workplace to review.
- b. Supplier must adopt an open attitude towards the activities of trade unions and their recruitment of members.
 - i. Employers must not attempt to influence the election or choice of Employee representatives or seek to influence an Employee representative to act in the management interest.
- c. Employees' representatives must not be discriminated against and are to be allowed access to the workplace to carry out their roles.
 - i. There should be open communication channels between employers and employees regarding conditions without threat of reprisal, intimidation or harassment.
 - ii. Employee representatives must be provided with regular access to company management to address grievances and other issues.
 - iii. Where employers are legally required to consult with employees, these requirements must be met in full. Formal committees must meet regularly, be adequately attended and operate effectively in the interests of employees. Record of meetings with the union committee must be retained and be available for review.
 - iv. When migrant or contract employees are employed, they must be adequately represented.
- d. Where the rights of freedom of association and collective bargaining are restricted under local law, the employer must support an equivalent means of independent representation for employees.

3. Working conditions are safe and hygienic

- a. Supplier must provide a safe and hygienic working environment (subject to any specific hazards intrinsic to the job).
 - Supplier must comply with all applicable laws, regulations and procedures for workplace health and safety in the countries in which they operate.
 - Supplier must have adequate management systems to predict hazards and protect the health and safety of people at their place of work and under the employer's control including homeworkers.
 - Supplier must have a written health and safety programme that complies with all health, building, electrical and fire safety requirements. Supplier must also maintain a written emergency contingency plan for dealing with serious injuries, an injury and accident investigation procedure, as well as records of accidents and investigations.
 - Supplier must ensure all required permits and certificates relating to health and safety are in place and valid. These can relate to the purchase and storage of chemicals, fire safety inspections, inspection of machinery and waste disposal.
 - Supplier must ensure all documents (e.g. health and safety policies, MSDS, emergency plans) required by applicable laws are available to employees in the language(s) spoken by the employees.



- Supplier must have an audible alarm system installed. Alarms must be located so they can be heard from all areas of the factory and must be regularly tested. In noisy areas, alarms must be visible with lights.
 - Site wide fire and evacuation drills must be conducted at least every six months. Supplier must have fire permits and adequate firefighting equipment installed which should be inspected on a monthly basis. All drill and inspection records and documents must be kept on file.
 - Supplier must have an adequate number of properly located, clearly marked and illuminated emergency exits, and aisles and walkways must be kept clear from obstructions at all times.
 - Emergency evacuation diagrams must be available throughout the facilities and must be written in the native language(s) of the employees.
 - Supplier must ensure noise levels in the factory are within acceptable limits and lighting in the production area is sufficient for safe, efficient and quality work.
 - Supplier must ensure the factory is well ventilated and adequately heated and/or cooled. In unusually hot countries, the temperature must be maintained at a level appropriate for that country. Air in all production areas must be adequately circulated and free of fumes, dust, odours and fibres.
 - The working space allocated to each employee must be adequate for the safe performance of production activities, emergency evacuation and enable access to safety equipment.
- b. Hazards must be minimised, as far as is reasonably practical, in order to prevent accidents and damage to health.
- Supplier must provide employees with all of the appropriate and necessary personal protective equipment free of charge (e.g. gloves, eye protection, hearing protection, respiratory protection) to effectively prevent unsafe exposure to health and safety hazards.
 - Supplier must have sufficient first aid supplies located around the factory which must be maintained and stocked as required by law, easily accessible and available for regular inspection.
 - Supplier must ensure the workplace is free of electrical and mechanical hazards.
 - All machinery must be equipped with appropriate operational safety devices, such as needle and belt guards for sewing machines, two-hand operation for hole punching or pressing equipment and automatic shut off switches. All machines and safety devices must be in working condition and regularly inspected. All maintenance and inspection logs must be maintained and kept on file.
 - Supplier must ensure there is an effective lockout-tagout (LOTO) procedure in place which is compliant with relevant legal standards to protect employees from dangerous machines or unexpected releases of stored energy.
 - Supplier must have a written chemical safety programme, emergency response procedure, inventory list and Material Safety Data Sheets (MSDS) for all chemicals present within the factory. These must be written in the language(s) of the employees, posted where the chemicals are stored, reviewed regularly and updated when necessary.
 - All chemicals must be stored in locked, well-ventilated areas, located away from drains. Hazardous chemicals must be stored in secondary containment which should be 10% of the total volume of the chemicals or 110% of the single largest container, whichever is greatest. Combustible and flammable chemicals must be kept separate from oxidising chemicals, reactive chemicals and electrical items.
 - Supplier must ensure there are sufficient chemical spill kits or absorbents, an emergency shower and eye wash station located in close proximity to all chemical storage areas.
 - Supplier must have a formal waste management procedure in place. This should include written guidelines regarding the identification, collection, storage and disposal of hazardous and non-hazardous wastes. The individuals (names and positions) within the factory for management of hazardous and non-hazardous wastes should also be outlined.
 - Hazardous waste should be stored in labelled, good condition containers, which are compatible with the hazardous content. These should be stored indoors, in a labelled, locked, and properly ventilated area, with secondary containment and located away from storm water drains.
 - Supplier must carry out regular inspections and maintenance of the building structure so that the factory remains in a safe condition for use.
- c. Supplier must ensure their employees have adequate health and safety training.
- All employees must receive health and safety training on recruitment and also at regular intervals throughout their employment. Employees must receive training in the proper use and safe operation of machinery,



- equipment and tools they use. Supplier must ensure training is relevant to the building configuration and production processes.
- Supplier must provide first aid training and firefighting training to factory employees and must make sure there are a sufficient number of trained first aiders available on each shift.
 - Supplier must provide training to employees who will be exposed to hazardous chemicals, so they understand the health risks associated with the substances they will work with. Regular and ongoing training must also be given following the initial session.
 - Supplier must provide training to the relevant employees in proper lifting techniques and items such as lifting belts must be provided.
- d. Supplier are to be provided with access to clean toilet facilities and drinking water. Where appropriate, hygienic facilities for food storage are to be provided.
- Supplier must provide all employees with free, unrestricted fresh potable water for drinking, cooking, washing food and utensils.
 - Supplier must provide a sufficient number of free, clean and sanitary toilets which must always be accessible and functional and separated for male and female.
 - Supplier must ensure each employee has access to a free personal locker or similar secure storage area.
 - Supplier must provide hygienic facilities for employees to store food. Facilities should be provided for eating meals and rest during breaks. Supplier must ensure canteen facilities that are clean and sanitary with all required permits in place.
- e. Any accommodation provided must be clean, safe and meet the basic needs of employees.
- Supplier must ensure dormitories meet all applicable laws and regulations relating to health and safety, including fire safety, sanitation, risk protection and electrical, mechanical and structural safety.
 - Accommodation must be in separate structures, located at least the required distance per local law from chemical and production related buildings and must not be used for production, warehousing or chemical storage.
 - Accommodation must be clean and provide sufficient space to live comfortably. Toilets and washing facilities with clean running water must also be provided. Sleeping arrangements must be appropriate and provide privacy.
 - Accommodation must be kept secure and have safety provisions such as fire extinguishers, first aid kits, unobstructed emergency exits and emergency lighting.
 - For accommodation units built with one central staircase, there need to be three exits per floor – once central plus one additional opposite ends of the building.
 - Residential buildings must be regularly inspected and maintained so they remain structurally sound.
 - An evacuation plan must be available and fire drills must be carried out at least every six months and records of inspection maintained.
 - A smoke detector and a fire alarm must be installed and must be inspected every six months.
 - Supplier must ensure there are a sufficient number of bathroom cubicles per person, hot and cold water is provided and doors or curtains are installed in cubicles to protect privacy. Supplier must also ensure there are a sufficient number of toilets per person, that they remain clean, are equipped with flushing water and doors are fitted to protect privacy.
 - Employees must be free to enter and leave the accommodation without restriction, unless reasonable grounds can be demonstrated for security and safety reasons.
 - If there are children in the accommodation, factories are encouraged to provide childcare.

Below is a framework outlining practical example of how this should be achieved:

Health & Safety Structure

Supplier will have one individual within the management team who has overall responsibility for Health & Safety. Supplier must have a structure for the individuals within the management, supervisory and operative teams who are involved with Health & Safety that support the person with overall responsibility. These individuals should have their roles and responsibilities defined (e.g. Fire Marshall, First aider, Auditor, Zone Manager), and the structure should be published and visible at all times to all members of the work force.



Committee

A meeting schedule for all the individuals involved in Health & Safety should be defined and published. Minutes of meetings and Action Plans defined should be recorded and published to all employees.

Health & Safety Zones

Supplier will have a plan of the site covering all buildings involved in production and ancillary activities as well as non - productive areas such as canteens, offices, stores and dormitories.

The individual responsible for Health & Safety will break the factory down into a number of zones covering each area of the site and appoint a Zone Manager to oversee all H&S activities on that part of the site. The Zone Managers will then appoint or supervise elections for individuals to support the management of H&S in their respective areas. These individuals will include Fire Marshalls, First Aiders, and any specialists who help manage H&S in their zone.

Audit Check list and Action Plan

Supplier will have H&S Audit check lists for each zone of the factory and other areas and a weekly timetable for the Zone Managers to complete an audit of their zone.

Any issues raised on these audits will be recorded on the Overall Health and Safety Action plan, together with the start date an issue is raised and the estimated and actual completion dates. Issues raised by these audits should be the basis for the agenda for the Health & Safety Committee meetings.

Each Health and Safety audit, the overall Action plan and the minutes from each Committee Meeting are required to be kept on factory site at all times.

4. Child labour shall not be used

- a. There is to be no recruitment of child labour. "Child" means any person under 15 years of age, unless national or local law stipulates a higher mandatory school leaving or minimum working age, in which case the higher age must apply.
 - i. Supplier should have a hiring policy that includes a minimum age of 15 or older if specified by law.
 - ii. Supplier must have an effective system to verify the ages of new employees including checking original identity documents and cross-referencing with employees' photograph.
 - iii. Supplier shall develop a system to prevent borrowed identity documents including spot-checking the availability of the identity documents of existing employees periodically.
 - iv. Copies of age records must be retained in the workplace.
 - v. Children must not be permitted in production areas at any time. This includes the children of employees who live in factory accommodation or children brought to care facilities on site.
 - vi. We support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people.
- b. If any incidence of child labour is identified at a factory, the factory shall ensure and enabled that the children are transferred to quality education until they are no longer children.
 - i. Supplier must have procedures if child labour is found.
 - ii. These procedures includes:
 - Providing a minimum wage stipend to the child until she/he reaches age 16 or the minimum legal working age, whichever is higher.
 - Providing tuition and uniform to attend school
 - Offering a job to the child once he reaches the age 16 or the minimum legal working age, whichever is higher
 - Supplier must provide a health screening before departure and compensation for transportation and accommodation for a child's relatives to take her/him back home
- c. No one under 18 years of age is to be employed at night or in hazardous work or conditions.
 - i. Young employee is a young person who is legally entitled to work i.e. above the minimum age of employment of 15 and below the age of 18.



- ii. Where young employees are employed the factory must comply with the relevant legal requirements in that region/country. These includes carrying out health and safety assessments for young people, restricting working hours and with the relevant contracts and permissions drafted and implemented.
- iii. Young employees are prohibited from working at night or conducting “hazardous work” as defined by ILO³. These include work under particularly difficult conditions such as work for long hours, unhealthy environment which may expose young worker to hazardous substances, agents etc. or work with dangerous machinery, equipment and tools or which involved the manual handling or transport of heavy loads.

5. Living wages are paid

- a. The wage and benefits paid must be at or above national minimum legal levels or industry benchmark levels (whichever are higher). Wages must always be sufficient to meet basic needs and to provide some discretionary income for the employee.
 - i. Remuneration must comply with agreed contracts, be on time and made in full. Clear written details must be provided to each employee, showing how the remuneration has been calculated.
 - ii. Relevant national and regional labour law must be posted in the local language and the native language of the employees. These must cover areas such as minimum wage, overtime rates, work hours, leaves, and limits of overtime.
 - iii. Payroll payments, including payments for employees who have resigned, must be made within the legal limit.
 - iv. Employees must be provided with all benefits they are entitled to under national or local law e.g. paid leave, bonus, and sick pay and/or social security payment contributions.
 - v. Where employees’ basic remuneration is based on their output (piece rate), the payment must still meet the legal minimum wage. A formal, agreed piece rate calculation must be in place which ensures that employees are paid fairly and are able to meet the legal minimum wage, or above within normal working hours.
 - vi. If payments are made in cash, bank transfer records must be maintained.
 - vii. Idle/downtime payments must be compensated as per legal requirements.
 - viii. Supplier must produce and retain payroll records and time records to support compensation for the period required by law. Payroll records are best kept on a computer payroll system linked to clocking system (or time cards). Raw data, including production records, for the payroll calculations, must be maintained for at least 12 months or the legal duration whichever is higher.
 - ix. Factory paying wages through bank transfer, it is recommended to pay all final termination settlements through bank transfers into the employees’ account.
 - x. If temporary, outsourced or seasonal employees are utilised by the factory, they must be compensated in a legal and timely manner. Copies of all records relating to these employees, including labour contracts, personal files, social insurance, payroll, in/out time records, government permits etc. must be maintained in the factory office.
- b. Before entering employment, employees must be provided with written, understandable information on the basis and calculation of their wages and any deductions. Employees must also receive an understandable payslip with each payment.
 - i. The information must include hours worked or piece rate if appropriate, pay rate, gross pay, overtime pay, benefits, itemised deductions and net pay.
 - ii. Probation period should not exceed the legal limits, and employees who are in this period must not be paid less than the lowest wage paid for a similar job or agreed upon in the contract.
- c. No deductions are to be taken from wages as a disciplinary measure. No other deductions can be made without the express permission of the employee, unless required by law. All disciplinary measures should be recorded.
 - i. Legally required deductions that entitle employees to state benefits must be made and passed on by the employer to the state.
 - ii. The cost of clothing and PPE required to perform work safely must be paid in full by the employer.

³ ILO night work of young person (industry) convention, 1919



- iii. Deductions from wages or any other form of financial penalty must not be used as a disciplinary measure.
 - iv. A maximum non-paid tolerance of 15 minutes can be used before or after a working shift to allow time for employees clocking in and out.
- d. Training or apprenticeship wages, pre-employment fees, deposits or other practices that lower an employee's pay are not allowed.
- e. Employees must be paid a premium rate for any overtime hours worked; this rate must be no lower than local law or in absence of local law, it is recommended to be not less than 125% of the regular rate.
- i. Overtime must be calculated, fully paid and managed in accordance with the employment contract and comply with applicable legislation.
 - ii. When alternative calculations are used to determine total salary including overtime, the amount pay may not be less than the legally prescribed calculation of the total salary amounts.
 - iii. If improper or incorrect payments are found in the wages, the factory is responsible for the retroactive payments of these wages from the date of the error up to one year or the legally required period, whichever is higher.
 - iv. Supplier must provide rest and meal breaks as required by the law. For countries with no legal required breaks, a 30 minute unpaid break must be provided during an 8 hour working day.

6. Working hours are not excessive

- a. Working hours must comply with national laws, collective agreements and the following provisions, whichever afford greater protection.
- i. Working hours, excluding overtime, must be defined by contract, and shall not exceed 48 hours per week.
 - ii. Time records for all employees must be available for review. Employees must maintain their own time records, i.e., punch in and out themselves.
 - iii. Supplier must record all employee working hours completely and accurately.
 - iv. Supplier must provide reasonable meal and rest breaks, which at a minimum must comply with national laws.
 - v. Overtime must be used responsibly taking into account the following: the extent, the frequency and hours worked by individual employees and the workforce as a whole. It must not be used to replace regular employment.
 - vi. Supplier must comply with all applicable laws governing work hours regulating or limiting the nature, frequency and volume of work performed by women or employees under age of 18.
 - vii. The total hours worked in any seven-day period shall not exceed 60 hours, except where covered by clauses below:
 - Allowed by national law
 - Allowed by a collective agreement
 - Appropriate safeguards are taken to protect the employees' health and safety
 - Employer can demonstrate the exceptional circumstances such as unexpected production peaks, accidents or emergencies
- b. Employees must receive at least one day off in every seven-day period or where allowed by national law, two days off in every 14-day period. A day rest must consist of at least 24 consecutive hours.
- c. Supplier must provide employees with sick leave as required under national laws, regulations and procedures.
- d. Every employee shall be entitled to take reasonable absence from work on the grounds of genuine incapacity through illness, without financial penalty or threat of dismissal. These should not be counted as annual leave nor shall they be deducted from calculations concerning length of service, unless specified differently under national laws, regulations and procedures.
- e. Supplier shall provide employees with all official public holidays and paid annual leave as required under national laws, regulations and procedures.
- f. All overtime must be voluntary and must be offered fairly.
- i. Employees must be able to refuse to work overtime without any form of penalty. Employees who refuse overtime must not be denied the opportunity to work overtime in the future.



- ii. Supplier should have in place practices that conduct regular analysis of hours of work in their workplaces with a view to progressively reducing excessive hours of work.
- iii. Supplier shall be able to provide explanation for all periods when the exceptional circumstances exception has been used.
- iv. Supplier shall take reasonable steps to inform employees about the nature and expected duration of the circumstances sufficiently in advance.

7. No discrimination is practised

- a. There is to be no discrimination in recruitment, wages, and access to training, promotion, termination or retirement on any basis unrelated to the ability to do the job. This includes race, caste, national origin, religion, age, disability, sex, marital status, health status union membership and political affiliation.
 - i. Supplier must have a non-discrimination policy that respects individual differences between employees. This policy must cover all employees including contracted employees who provides service to the factory.
 - ii. Recruitment and employment policies and practices, including job advertisements, job descriptions and job performance/evaluation policies and practices shall be free from any type of discriminatory bias.
 - iii. There shall be no difference in compensation for employees for work of equal value.
 - iv. Supplier must not use pregnancy test or the use of contraception as a conditions of hiring or of continued employment. Supplier must not require pregnancy testing of female employees except as required by national law.
 - v. Supplier must not threaten female employees with dismissal or any other employment decision that negatively affects their employment status in order to prevent them from getting married or becoming pregnant.
 - vi. Supplier must adopt diversity, equal opportunity and human rights policies.
 - vii. Supplier are allowed to require routine medical examination to assess general fitness as a condition for recruitment or continued employment but shall not include testing for any disease or illness, such as HIV/AIDS, that does not have an immediate effect on a person's fitness and is not contagious.

8. Regular employment is provided

- a. As far as possible, work is to be performed on the basis of a regular employment relationship established through national law and practice.
 - i. Employees terms of employment must comply with applicable legislation, must be written and must be agreed before the worker commences work. A copy of the contract must be in employees own language and must be given to the employees.
 - ii. The responsibility of communicating terms of employment to migrant and contract employees must be well defined in contracts between the factory and recruitment Agencies or Labour Providers.
- b. The factory must not attempt to avoid the normal obligations of employer to employees under labour or social security laws and regulations by replacing the regular employment relationship with any of the following:
 - i. Labour-only contracting
 - ii. Sub-contracting
 - iii. Home-working
 - iv. Apprenticeship schemes with no real intent to impart skills or provide regular employment
 - v. Excessive use of short-term contracts of employment

9. No harsh or inhumane treatment is allowed

- a. Physical abuse or discipline, verbal abuse, the threat of physical abuse, sexual or other harassment and other forms of intimidation are not permitted and not practised.



- i. Supplier must have a non-harassment policy for treating all employees with respect and dignity. This policy must ensure that no employees are subject to corporal punishment, physical, sexual, psychological or verbal harassment or abuse. All employees including contracted employees who provide services to factory must be trained on this policy.
- ii. Supplier must develop written grievance and disciplinary procedures for the workplace and communicate these to the employees. The disciplinary and grievance measures must be recorded. An appeal channel must be developed and implemented for employees facing disciplinary action. Employees undergoing discipline must have the right to representation by a Trade Union or Worker representative and to a fair appeal.
- iii. Employees who raised grievances must not be penalised or intimidated.
- iv. Supplier must not restrict or limit in any way employee access to religious facilities, toilets or drinking water.
- v. Supplier may not use monetary fines as a disciplinary practice.

10. Management Systems:

Supplier must establish management systems designed with appropriate operational controls to ensure compliance with applicable laws, regulations, and this Supplier our Code of Conduct and Workplace Standards. These management systems are to identify and control labour and environmental risks, and facilitate continuous improvement.

- a. Supplier must have a written statement confirming its commitment to sustainability and to continuous improvement.
- b. Supplier must ensure there is a senior manager or management team member with designated responsibility for overseeing implementation of effective labour management systems, and for ensuring that the factory meets this Supplier Code of Conduct and Workplace Standards and legal requirements.
- c. Supplier must ensure that responsibilities for meeting this Supplier Code of Conduct and Workplace Standards are defined for management and supervisory personnel.
- d. Supplier must that employees have access to mechanisms to provide feedback on practices related to this Supplier Code of Conduct and Workplace Standards, and to facilitate continuous improvement.
- e. Supplier must ensure there is a risk assessment process in place that identifies legal and this Supplier Code of Conduct risks associated with factory operations. Supplier must ensure the process covers significant risks, and results in implementation of appropriate procedural controls to ensure mitigation of identified risks.
- f. Supplier must deliver management and worker training programs that support effective implementation of sustainability management systems and meeting of legal and Supplier Code of Conduct and workplace standards requirements.
- g. Factory shall ensure that there are performance objectives, targets, and implementation plans for labour and environmental management systems. These must be complimented by a management and internal review process to assess and monitor performance against sustainability requirements, and to effectively correct issues when they arise and adjust objectives and targets when these are off track.

11. Subcontracting and Homeworking:

As far as is practical, we request that no subcontracting, outsourcing, or home-working is carried out on Dr. Martens products. However, we also recognise that the use of subcontracting and/or home-working may be critical to our supply chain at certain times and it is important that we have visibility of these processes, so that we can manage any delivery, quality, labour and environmental risks and address any concern. We require that Supplier, before any production, seeks approval for any work on our products that is being done outside of the contracted factory by contacting their Dr. Martens sourcing or quality contact and csr@drmartens.com. It is the responsibility of the Supplier to ensure that:

- a. Any subcontractors chosen are able to produce according to Dr. Martens quality and standards described in the policies.
- b. The working environment of any subcontracted production unit is sufficient to ensure the health and safety of everyone working there as well as compliance with the Supplier Code of Conduct and Workplace Standards.
- c. The social and environmental audit is conducted before the approval of the subcontractor used for Dr. Martens products.



Subcontracting includes, but is not limited to, all cutting facilities, stitching plants, screen printers, embroiders, laundries and packaging locations.

Dr. Martens will take appropriate action in the event of any subcontracting/home-working being discovered that has not been previously disclosed and approved. Supplier will be held liable for all issues and related costs resulting from the use of unauthorised subcontracted work or home-work.

Additional guidance for factories on what constitutes modern slavery/forced labour.

Modern slavery is a term used to encapsulate both offences in the UK's Modern Slavery Act: slavery, servitude and forced or compulsory labour; and human trafficking. The offences are set out in section 1 and section 2 of the act, which can be found at:

<http://www.legislation.gov.uk/ukpga/2015/30/section/1/enacted>

<http://www.legislation.gov.uk/ukpga/2015/30/section/2/enacted>

Definition of Slavery and Servitude: Slavery, in accordance with the 1926 Slavery Convention, is the status or condition of a person over whom all or any of the powers attaching to the right of ownership are exercised. Since legal 'ownership' of a person is not possible, the key element of slavery is the behaviour on the part of the offender as if he/she did own the person, which deprives the victim of their freedom.

Servitude is the obligation to provide services that is imposed by the use of coercion and includes the obligation for a 'serf' to live on another person's property and the impossibility of changing his or her condition.

Definition of Forced or Compulsory Labour: Forced or compulsory labour is defined in international law by the ILO's Forced Labour Convention 29 and Protocol. It involved coercion, either direct threats of violence or subtler forms of compulsion. The key elements are that work or service is exacted from any person under the menace of penalty and for which the person has not offered him/herself voluntarily.

Definition of Human Trafficking: An offence of human trafficking requires that a person arranges or facilitates the travel of another person with a view to that person being exploited. The offence can be committed even where the victim consents to the travel. This reflects the fact that a victim may be deceived by the promise of a better life or job or may be a child who is influenced to travel by an adult. In addition, the exploitation of the potential victim does not need to have taken place for the offence to be committed. It means that the arranging or facilitating of the movement of the individual was with a view to exploiting them for sexual exploitation or non-sexual exploitation.

Behaviour constituting modern slavery: Identifying potential victims of modern slavery can be a challenge because it can manifest itself in different ways. There is a spectrum of abuse and it is not always clear at what point, for example, poor working practices and lack of health and safety awareness seep into instances of human trafficking, slavery or forced labour in a work environment. However, Supplier has a responsibility to ensure that employees are not being exploited, that they are safe and that relevant employment (include wage and work hour), health and safety and human rights laws and international standards are adhered to, including freedom of movement and communications.