



## COTY CODE OF CONDUCT FOR BUSINESS PARTNERS

Coty is committed to lawful and ethical business practices and as signatories of the United Nations Global Compact, we are committed to protecting human and labor rights, protecting the environment, and preventing corruption. We seek to do business with partners who share these commitments.

This Code of Conduct for Business Partners (the "Code") sets forth the standards to be followed in all business activities conducted for or on behalf of Coty. The Code applies to all Coty business partners, including suppliers, contractors, distributors, agents, brokers, lawyers, and consultants (hereafter "the Partner" or "Partners"), and their employees or subcontractors. The Code supplements any agreement between Coty and a Partner.

Coty will only do business with Partners that comply with this Code and all applicable legal and regulatory requirements. To assist in selecting Partners committed to ethical and compliant practices, Coty may ask its Partners to participate in due diligence or similar processes prior to initiating services and/or at various stages in the partnership. In addition, Coty reserves the right to conduct audits to assess compliance.

Partners are responsible for taking all reasonable steps to ensure that their employees and subcontractors perform their activities in accordance with this Code. This could include implementing policies, training, operational controls, monitoring and disciplinary actions. Partners must notify Coty of any known or suspected violations of the law or this Code, and may do so through the Coty Ethics and Compliance hotline:

Web: [hotline.coty.com](https://hotline.coty.com)

Phone: U.K: 0-808 189-1053 | U.S.: 800 461 9330. Additional local phone numbers can be found at the web link.

A breach of this Code or applicable laws will be considered a material breach of the applicable agreement.

Coty may amend this Code, and will post the most current version on the Coty Supplier Portal (<https://supplier.coty.com/>).

### 1. Human Rights & Labor Rights

Coty supports the International Labor Organization (ILO) declaration on the Fundamental Principles and rights at work. Coty will not tolerate human trafficking, slavery or forced and child labor.

In addition, Coty is committed to treating people equally and with dignity and respect.

#### 1.1 Discrimination

Partners must provide a professional workplace that is free from unlawful discrimination or harassment. Employment-related decisions, including hiring, promotion, benefits, access to training, termination, and retirement, must be based only on relevant and objective criteria.



## 1.2 Child Labor

Partners may not engage in or benefit from the use of child labor, which is work that is exploitative, prevents children from getting an education or jeopardizes their physical, mental, or moral well-being. The minimum age for full-time employment must be the higher of that set forth in applicable law or ILO recommendations. ILO recommendations include that:

- A child is defined as a person under 18 years old.
- The minimum age for employment is the local legal minimum age for employment or the age for completing compulsory education, but at least 15 for full-time employment and 13 for light, part-time work (subject to some minor adjustments for certain developing countries).
- Partners shall develop or participate in and contribute to policies and programs which provide for the transition of any child found to be performing child labor to enable her or him to attend and remain in quality education until no longer a child.
- Children may not be employed at night or in hazardous conditions.

## 1.3 Forced labor, Human Trafficking

Partners must not participate in or benefit from any form of forced labor, including bonded, indentured or slave labor, involuntary prison labor, or human trafficking. Workers must be allowed to move around freely, leave their place of work when their shift ends and be free to terminate their employment with reasonable notice. Partners may not retain employees' original identity papers or any other original official documentation.

Partners may not use or tolerate any form of corporal punishment, physical or mental abuse, threat of violence, monetary fees or fines, or any other form of abuse, coercion, or intimidation.

## 1.4 Harassment

In addition to the prohibitions in 1.3, Partners must not utilize or tolerate bullying, moral, sexual, or other form of harassment.

## 1.5 Employee Benefits, Compensation and Temporary Workers

Partners shall comply with all applicable laws relating to wages, working hours, overtime and benefits. Partners must provide workers with reasonable breaks, sufficient rest between shifts, and at least one day off in seven. Partners should not require workers to work in excess of 48 hours per week. Additional overtime must be voluntary, should not regularly exceed 12 hours per week, and must be compensated at a premium rate.

Partners must provide workers with written and understandable information about their wages and employment conditions prior to beginning employment, and documentation detailing the workers' wages and any deductions. Deductions must be limited to those permitted by applicable law.

Partners must provide employee benefits as provided by applicable laws, including sick leave, public holidays, vacation time and parental leave. Use of repeat temporary contract may only be used for legitimate reasons and not for the purpose of denying employee benefits.

Employment of temporary workers must comply with relevant national employment laws.



## 1.6 Freedom of association and collective bargaining

Partners must respect the right of employees to form and join trade unions, to carry out their representative functions in the workplace, and to negotiate collectively, in accordance with applicable laws. Partners may not attempt to influence employees to be members of a particular Trade Union and may not dismiss employees because of their affiliation to a Trade Union.

## 1.7 Conflict Minerals

Coty is committed to ensuring that we do not source conflict minerals that fund armed groups in conflict regions, either directly or through its Partners.

This includes any of the following minerals: Columbite-Tantalite (also known as Coltan), Cassiterite, Gold, Wolframite, their derivatives tantalum, tin or tungsten, or chemical compounds (such as tin oxide) derived from tantalum, tin, or tungsten. These are collectively referred to as the "Conflict Minerals" in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act").

Partners must notify Coty immediately if any of these minerals are deemed necessary to the functionality or to the production of a product or product component manufactured for Coty, and it is determined from a country of origin inquiry that they originate from the Democratic Republic of the Congo and surrounding countries, including Angola, Burundi, Central African Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia.

## 1.8 Health and Safety

Partners must comply with all applicable health and safety laws, rules, regulations and industry standards, and take all necessary steps to ensure that their workers are offered a safe and healthy working environment, including:

- Implementing a written health and safety policy that is available to all workers;
- Minimizing hazards inherent in the working environment as much as reasonably practicable;
- Providing all workers with regular and recorded health and safety training;
- Ensuring access to clean toilet facilities, potable (drinking) water, and sanitary facilities for food storage; and
- Ensuring that accommodation, where provided, is clean, safe, and meets the basic needs of the workers.

## 1.9 Training and Reporting Systems

Partners must take reasonable steps to train workers who perform duties on behalf of Coty on the requirements of this Code.

Partners must also have, systems in place to detect and resolve treatment of workers that violates applicable law or this Code, including a method for workers to safely report concerns.

## 2. Protection of the Environment

Partners must comply with applicable environmental laws and regulations, including but not limited to, the EU REACH Directive and California Proposition 65, and any legislative developments that may be enacted.



Partners shall work systematically to prevent, minimize and remedy adverse environmental impacts from their activities, products and services by means of a proactive approach and management of their environmental responsibilities. These impacts include but are not limited to :

- Greenhouse gas emissions (GHGs)
- Air pollution
- Water use
- Waste-water management
- Waste to landfill
- Deforestation
- Biodiversity impacts

### **3. Lawful and Ethical Business Practices**

Partners must conduct business with honesty and integrity and demonstrate the highest standards of business ethics.

#### **3.1 Bribery or Corruption**

Partners are prohibited from engaging in any form of bribery or corruption in any form (including facilitation payments), including with government officials, political parties and individuals in the private sector. Partners must have appropriate internal controls to prevent and detect bribery or corruption.

Partners must also comply with all applicable laws prohibiting financial fraud, money laundering and tax evasion.

- To help prevent such activities, Coty will only make payments to a Partner to a bank account titled in the name of the contracted Partner in the country where the services are performed, or where the Partner is incorporated.

#### **3.2 Conflicts of Interest**

Any actual or potential conflicts of interest between Coty employees and a Partner must be promptly disclosed in writing to Coty. In addition, Partners may not offer any funding, donations, gifts, or entertainment to any Coty employees, including all Supply Chain employees, who play a role in the identification, recommendation, selection, contracting or oversight of the Partner.

#### **3.3. Compliance with Trade Restrictions**

Coty is subject to a variety of laws and regulations, imposed at both the national and international levels, restricting our business dealings with certain countries, entities and individuals. Compliance with such laws and regulations is mandatory. Partners must ensure that they do not enter into any agreements or understandings in breach of the trade restrictions applicable to Coty.

#### **3.4. Fair Dealing & Compliance with Antitrust Laws**

Coty is committed to promoting vigorous, free and open competition as set forth in applicable antitrust and competition laws, including those that prohibit agreements and practices in restraint of trade such as price fixing, boycotts, predatory pricing and other acts of unfair competition. As part of that commitment, Coty wants to emphasize that Coty distributors and other sales agents make their own decisions regarding resale prices of Coty products. While Coty may recommend





resale prices, those are recommendations only and Coty will not instruct, require, or approve actual resale prices.

Coty expects the same commitment from its Partners. Some examples of prohibited conduct include:

- Discussing Coty pricing or other competitively sensitive matters with Coty competitors.
- Agreeing not to deal with another company.
- Agreeing to divide or allocate customers, markets, or territories; and
- Entering into any agreements or understandings that restrict competition, agreements to fix prices, allocate markets or limit sales

#### **4. Confidential Information and Data Protection**

Coty is committed to protecting personal data and confidential information of third parties Coty interacts with, including its employees, Partners, business partners, customers, and consumers. Confidential information includes, for example, customer lists, product information, sales and marketing plans, company business plans and any other sensitive or proprietary information.

##### **4.1 Confidentiality**

Partners are expected to protect the confidentiality of Coty's information. Partners must safeguard the information provided to them by Coty or their other business partners, Partners, and consumers in accordance with industry standards and applicable law.

Partners must (i) acquire information (including personal data and confidential information) only in a legal and ethical manner, (ii) keep any competitive information confidential and not disclose it to third parties.

##### **4.2 Data Privacy**

Partners must comply with applicable privacy and information security laws and associated regulatory requirements by maintaining a comprehensive privacy compliance program and appropriate technical and information security controls. A Partner must ensure that it:

- Maintains appropriate technical and organizational security measures to protect personal data against accidental or unlawful destruction or loss, alteration, unauthorized disclosure, or access.
- Collects and processes personal data on Coty's behalf lawfully, fairly, and only for the agreed purposes.
- Promptly notifies Coty of any data breach; and
- Does not trade in, sell, or give away any personal or confidential information pertaining to Coty or its employees or Partners or use such information for its own purposes without Coty's explicit written permission.

#### **5. Product Safety**

Ensuring the safety of Coty products is critical to Coty's success and to the well-being of its consumers.

Coty's products have always been formulated with the utmost safety and quality in mind. Product safety is therefore a critical aspect of quality, and Partners must do their part to ensure that:





- Their products components and packages are safe for Coty's consumers and the environment when used as intended; and
- Coty meets or exceeds all applicable legislative and regulatory requirements related to product safety and labelling.

## 6. Implementation of the Coty Code of Conduct for Business Partners

### 6.1. Compliance with the Code

Partners are expected to take all reasonable steps to ensure compliance with the Code. Without waiving any of its contractual rights, including but not limited to the right to terminate for violations of the Code, Coty is committed to working with Partners to deliver effective actions for change where Partners proactively request assistance.

Coty's Code of Conduct for Business Partners is available on the Coty Supplier Portal (<https://supplier.coty.com/>) and is generally provided to Partners *as part of their written agreement with Coty and/or in the Coty's Terms & Conditions*. Partners are accountable to comply with the most recent version of the Code, which is accessible on the Coty Supplier Portal.

### 6.2 Risk Assessments and Screening

Coty conducts risk assessments of its Partners, based on a variety of factors including country of operation or manufacture, type of goods and services provided, amongst others. Partners that are considered higher risk are prioritized for compliance verification.

Coty utilizes various methods of verification, according to the type of Partner and risk factors, and one or more may be used with a particular Partner. Examples of verification processes include but not necessarily limited to a comprehensive CSR assessment via the ECOVADIS platform, an ethics audit using the SEDEX platform, and a due diligence assessment via a public records screening process.

Verification may occur prior to the initiation of services for Coty, or during the term of the agreement or upon renewal or change to the scope of services. Failure to fully cooperate with screening is considered a serious breach of the agreement and this Code.

Where the ECOVADIS screening tool is utilized, Coty requires a score of 62/100 or above. For more information about ECOVADIS: <https://www.ecovadis.com/>.

With the SEDEX platform, Partners must demonstrate through an independent verification process that they have remediated all critical and major non-conformances For more information about SEDEX: <https://www.sedexglobal.com/>

Red flags identified via the due diligence process must be either cleared or mitigated prior to conducting or continuing work with Coty.

### 6.3 Audits

Coty reserves the right to conduct audits to assess a Partner's compliance with the terms of the agreement, including compliance with the Code, with or without notice, and Partners are expected to provide full cooperation. Where necessary, Coty will work with the Partner to conduct a robust audit while respecting the Partner's commercially sensitive or proprietary information.





Failure to fully cooperate with an audit is considered a serious breach of the agreement and this Code.

#### **6.4. Right to Termination**

In the event of a serious breach of the Code or repeat minor breaches by a Partner, or a Partner's unwillingness or consistent inability to provide relevant information about its internal processes or controls, Coty has the right to immediately terminate the relationship and any remaining services, without further compensation to the Partner. Assessment of whether a violation is considered a serious breach is in Coty's sole discretion.

Consideration of whether to terminate will depend on various factors, including whether the Partner proactively reported the breach to Coty, the type of breach, potential financial or reputational harm to Coty as a result of the breach, and the Partner's demonstrated willingness to implement the necessary changes to prevent similar breaches in the future.

#### **Acknowledgement Form**

As the Partner's authorized representative, I hereby acknowledge and agree, on behalf of the Partner, that I have received and read a copy of the Coty Inc. Code of Conduct for Business Partners. I understand, and the Partner understands and accepts, the Partner's obligations under the Code.

By signing this Acknowledgement Form, I also agree, on behalf of the Partner, that Coty may commission verification processes and audits to evaluate the Partner's compliance with the Agreement, the Code and applicable laws, with or without notice, by Coty or by authorized, independent third-parties.

Name of Company:

Your Name:

Your Job title:

Your main Coty contact(s):

Date:

Signature & Company stamp:

