



## SUPPLIER CODE OF CONDUCT

Hermès Group

February 2024

The Hermès group chooses its suppliers, service providers and subcontractors for their qualities and skills, their know-how and expertise, as well as for their ethics which they share with the Hermès Group.

The “**Hermès Group**” means HERMÈS INTERNATIONAL SCA (RCS PARIS 572 076 396) and all companies controlled (within the meaning of Article L. 233-3 of the French Commercial Code), directly or indirectly, by HERMÈS INTERNATIONAL. The term “**Supplier(s)**” means any service provider and/or supplier who provides services or products to the Hermès Group.

The Hermès Group complies in all respects with the principles set out and the commitments provided for in this Supplier Code of Conduct (hereinafter the “**Code**”). Indeed, the Hermès Group respects and promotes the principles, values and international standards described in its Group Code of Ethics, its publicly accessible corporate communication as well as in its commitments and documents accessible on its corporate website (<https://finance.hermes.com/en/>).

The purpose of this Code is to bring together in a single document the essential principles and values which all Suppliers share with the Hermès Group and which, accordingly, they undertake to respect and promote, essential condition of any business relationship with the Hermès Group.

In this perspective, respecting these commitments in terms of ethics, compliance and sustainable development in the value chain is a key and essential element of business conduct for the Hermès Group. In order to fully share these social, environmental and ethical requirements, the Hermès Group intends to support its Suppliers in the evolution of their practices in this regard.

The Supplier thus undertakes to ensure compliance with the Code by any person involved in participating with it, directly or indirectly, in the execution of the business relationship (hereinafter the “**Relationship**”) with the Hermès Group (hereinafter the “**Associated Persons**”).

This Code may not under any circumstances be interpreted as a commitment to contract on the part of the Hermès Group.

**Due to its general scope, this Code is not intended to be adapted to each Supplier.** Consequently, any provision that would not be applicable in view of the activity of one of its Suppliers or with regard to the subject of the envisaged business relationship will not be able to bind the said Supplier.

Where the national legislation of the Supplier’s country and this Code deal with the same subjects, the highest standards or norms shall apply, in compliance with local public policy provisions.

## **1. CONFIDENTIALITY**

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The Hermès Group attaches essential importance to respect for confidentiality. In the context of discussions initiated between the Hermès Group and the Supplier (hereinafter the “**Party**” or “**Parties**”) and/or the performance of the Relationship, confidential data may be disclosed.

The term “**Confidential Information**” covers any non-publicly available information and/or data disclosed by either Party in the context of the Relationship. This includes, but is not limited to, any know-how, idea, method, sample, drawing, plan, model, technical, commercial or organisational information, regardless of the mode of communication and the format.

The confidentiality obligation mentioned below applies on the date this Code is signed or upon the first provision of Confidential Information by one of the Parties if the latter is prior to the signing, and will remain in force, unless otherwise specified, for the duration of the Relationship and, at the end of the Relationship, as long as the said Confidential Information has not been lawfully disclosed by the Party which originated it.

### **1.1 UNDERTAKINGS OF THE PARTIES**

The Supplier and the Hermès Group expressly undertake:

- not to disclose to third parties, in any way whatsoever, during and after the period of the Relationship, all or part of the Confidential Information. The term “third party” means any natural or legal person outside the relationship between the Hermès Group and the Supplier;
- not to reuse Confidential Information for purposes other than those for which the other Party has made it available;
- to limit the disclosure of Confidential Information only to employees for whom such disclosure is essential and ensure that the confidential nature of this information is respected by the said employees;
- to take all necessary measures to ensure the security of the Confidential Information, in particular by making it inaccessible to unauthorised persons;
- to return all Confidential Information on first request.

The Supplier undertakes to organise the development of the products (including the manufacture of prototypes and pre-series) and their production with special care in order to implement them in a space that cannot be visited, nor be accessible to any of the Supplier’s other customers.

However, these development/production spaces could be accessible provided that the Supplier has taken care to keep out of sight the products being developed, assembled or finished, as well as the finished products of the Hermès Group or any document (drawing, file, photo, etc.) referring to them.

### **1.2 EXCEPTIONS**

The various commitments mentioned above do not apply to information and facts:

- which are already publicly known or which have come into the public domain at the time of their disclosure to either Party;
- which are disclosed to either Party by a third party without such disclosure constituting a breach of any duty of confidentiality;
- which the Party receiving them can prove to have had in its possession before their disclosure by the other Party, and which are held without obligation of confidentiality (which the disclosing Party must prove by means of sufficient written evidence);
- which are disclosed following a judicial decision or pursuant to a legal or regulatory provision; however, in this case and to the extent possible, the Party concerned shall immediately inform the other Party, so that the latter may possibly challenge the obligation to reveal the Confidential Information belonging to it, or give its agreement concerning the content of the said Confidential Information;
- for which the Party that received the Confidential Information has been previously authorised in writing by the other Party to disclose.

## **1.3 EXTERNAL COMMUNICATION – REFERENCES**

The Supplier may not, without the prior written authorisation of the Hermès Group, mention the name of the Hermès Group and/or the brands or logos belonging to the Hermès Group or mention its collaboration with the Hermès Group, or even present the products/services produced for or with the Hermès Group, by way of reference, to its prospects and its customers or any third party, in particular in the context of trade fairs, on its websites and/or on social media and/or on its commercial documents.

## **2. WORKING CONDITIONS AND HUMAN RIGHTS**

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The Supplier undertakes, like the Hermès Group, to respect human rights and fundamental labour rights, and to comply with the main international standards relating to their protection, and in particular to:

- The Universal Declaration of Human Rights;
- The ten principles of the United Nations Global Compact on Human Rights, the Environment, and the Fight against Corruption;
- The International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work and the ILO Fundamental Conventions;
- The Global Compact, the United Nations Global Compact (UN Global Compact);
- The Organisation for Economic Co-operation and Development (OECD) 2023 Guidelines for Multinational Enterprises; and
- The United Nations Guiding Principles on Business and Human Rights (UNGPBHR).

The Supplier also undertakes to ensure that its suppliers, subcontractors, and co-contractors themselves undertake to respect the human rights resulting from the international texts and the arrangements provided for above.

### **2.1 PROHIBITION OF FORCED LABOUR AND MODERN SLAVERY**

Hermès does not tolerate any form of modern slavery, servitude or forced labour, nor any form of human trafficking in its value chain. No work may be obtained against the will of persons or under the threat of any penalty, in particular through the use of physical, administrative or financial threats.

The Hermès Group expects the Supplier to prohibit and undertake to actively fight against all forms of forced labour, modern slavery and human trafficking.

Particular vigilance shall be applied in supply chains, in particular through concrete and effective measures to remove any risk of forced labour or trafficking in persons. For example, practices such as withholding personal property, passports, wages, training certificates, employment certificates, any financial security for the benefit of the employer, or any other document for improper reasons are not acceptable. Workers may leave the employer freely, provided that they comply with the notice requirements provided for by the applicable legislation. Employees shall be paid on time and in full for the work they have performed prior to their departure, in accordance with applicable laws.

The Supplier undertakes to be able to justify the steps taken to assess and manage any risk related to these prohibitions, in its entity and in its value chain, at any time.

### **2.2 RESPECT FOR FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING**

The Supplier undertakes to conduct an open and constructive dialogue with its employees and workers' representatives. In accordance with local laws, the Supplier respects the right of its employees to assemble, to group freely, to form and join trade unions, to be represented, to join a social and economic committee or any employee representative body and/or to negotiate with the employer in the context of collective actions.

The Supplier undertakes not to disadvantage employees who act as workers' representatives so that they can fully exercise their role. The Supplier shall refrain from any form of intimidation, retaliation, threats or discriminatory practices against the representatives of its staff.

Where appropriate, the Supplier must provide staff representatives with the appropriate means to exercise their rights and duties.

## **2.3 PROHIBITION OF ALL FORMS OF DISCRIMINATION AND ABUSE**

The Supplier shall refrain from any discrimination and/or harassment based in particular on belonging to an alleged race, nation or ethnic group, but also based on origin, marital status, religion, disability, gender or gender identity, sexual orientation, state of health, pregnancy, maternity, trade union activities, customs, political opinions, age or any other status protected by law.

The Supplier shall take all appropriate measures to prevent its employees from being subjected to corporal disciplinary measures, mental or physical coercion, insults, any form of abuse, any type of moral, physical or sexual harassment and any form of sexist behaviour.

## **2.4 PROHIBITION OF CHILD LABOUR**

The Hermès Group prohibits child labour in its value chain. The Supplier undertakes not to employ persons under the age of 16 and to comply with the core labour standards of the International Labour Organization (ILO), in particular Conventions n° 138 and n° 182. The Supplier undertakes to put in place an adequate age control mechanism in accordance with the applicable regulations.

If the local minimum age law stipulates a higher age for work or compulsory schooling, the higher age applies. If an employee of the Supplier has not completed his/her compulsory schooling, the Supplier must provide him/her with the necessary education and/or give him/her the means to continue his/her education at appropriate institutions.

Persons under the age of 18 cannot work overtime or engage in work that is considered to be mentally, physically, socially or morally hazardous, interfering with their education, or endangering their health and safety. They must not work at night.

## **2.5 COMPLIANCE WITH SUFFICIENT REMUNERATION**

The Supplier complies with local law and practices in its sector of activity with regard to remuneration and in particular with regard to overtime pay and premium. In addition, in compliance with ILO standards and the Universal Declaration of Human Rights, the Supplier ensures that all employees receive fair, non-discriminatory remuneration, likely to ensure for them and their families a life of human dignity and supplemented, if necessary, by social protection. The Supplier must thus offer its employees a decent wage, i.e. a wage ensuring they have access to a standard of living allowing them to ensure their own health and well-being and that of their families, in particular for food, clothing, housing as well as the necessary social services.

As an indication, the Supplier may refer to the studies of independent reference bodies, including the *Fair Wage Network* or the *Global Living Wage Coalition*, to ensure that it complies with this objective. The Supplier shall provide its employees with pay slips in accordance with local regulations.

Remuneration shall be paid to employees regularly, in a timely manner and in full, pursuant to and in accordance with applicable national pay laws. Deductions from base salaries as a disciplinary measure are not permitted (unless otherwise provided for by local legislation). It is recommended that the Supplier should offer its employees varied and regular training opportunities.

## **2.6 REASONABLE WORKING TIME**

The Supplier shall comply with the provisions applicable to it in relation to working time, overtime, leave and weekly rest, in accordance with national and international standards such as those defined by the International Labour Organization (ILO).

In particular, the working time of the Supplier's employees shall not exceed the maximum set by the applicable national legislation and by ILO standards, and overtime shall be performed on a voluntary basis. The Supplier respects its employees' right to rest and leisure, reconciling their professional and private lives. The Supplier respects the minimum rest time of employees, namely 24 consecutive hours per work week.

## 2.7 RESPECT FOR HEALTH AND SAFETY

The Supplier shall ensure a working environment that respects its employees' health and safety. The Supplier shall prepare a health and safety risk analysis and adopt the necessary mitigation and prevention measures.

The Supplier undertakes to ensure compliance with its health and safety policy, including in particular the safety prevention plans applicable to its employees working on its sites and/or on Hermès Group sites.

The Supplier undertakes to provide its employees with a safe and healthy workplace in accordance with the laws in force, ensuring, as a minimum, that there is easy access to a drinking water point and sanitary facilities, and that proper fire protection, lighting and ventilation are provided. It undertakes to take all necessary technical protection measures to mitigate risks and prevent accidents and occupational diseases.

The Supplier's employees must be adequately protected against chemical, biological and physical risks. Pregnant women shall not perform work that is considered hazardous. Safe working procedures are put in place, and appropriate personal protective equipment is provided by the Supplier to its employees. Safety information relating to any identified hazard in the workplace, or any hazardous material shall be made available in a clear and simple manner in order to inform, train and protect workers from hazards.

The Supplier shall provide for an appropriate organisation of work in terms of working hours and breaks in order to avoid excessive physical or mental fatigue. In addition to ensuring physical security, the Supplier shall strive to support the mental health of its employees.

## 2.8 PROHIBITION OF ILLEGAL WORK

The Supplier complies with applicable national regulations relating to the prohibition of illegal, clandestine, concealed or undeclared work. The Supplier undertakes not to use undeclared work and to comply with its reporting obligations to the administrative, social and tax authorities as provided for in the countries concerned.

## 3. ENVIRONMENTAL PROTECTION

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Respecting and preserving the planet in its most diverse aspects and resources has always been a priority for the Hermès Group. It expects a comparable commitment from its Suppliers and concrete measures in all their modes of operation.

The Supplier has been chosen because it is also involved in this same approach of protection and responsibility and undertakes to encourage Associated Persons to adopt a similar conduct.

With an objective of constant improvement, the Hermès Group helps its Suppliers, as far as possible, to deploy the appropriate measures and in particular to self-assess in terms of corporate social responsibility ("CSR").

The Supplier makes every effort to control and/or minimise its environmental impact as well as that of its subsidiaries and subcontractors.

The Supplier shall inform as soon as possible the Hermès Group in writing of any serious environmental problems concerning it, in particular in the context of the use of natural resources, manufacturing processes and the use and disposal of waste.

### 3.1 COMPLIANCE WITH ENVIRONMENTAL REGULATIONS AND CLIMATE CHANGE

The Supplier must comply with the provisions of the environmental regulations applicable to it.

The Hermès Group has a long-established environmental strategy, regularly updated, presented in particular in the “CSR Brief” (available on its corporate website <https://finance.hermes.com/en/>) and shared with all its Suppliers.

The CSR Brief presents the commitments of the Hermès Group in particular in terms of biodiversity, climate change, energy, water consumption and waste reduction. These commitments have been established on the basis of the latest scientific knowledge. The CSR Brief also presents the objectives that the Hermès Group sets for itself and the critical points for it and for all Suppliers.

For example, in the fight against climate change, the Hermès Group has reaffirmed its objectives to reduce its greenhouse gas emissions and is on a trajectory to reduce its direct and indirect emissions (in particular from its suppliers and partners), thus helping to limit global warming to 1.5°C, in accordance with the Paris Agreement. These scientifically calculated targets have been validated by the Science Based Target initiative (SBTi).

Hermès wants its Suppliers to participate in an energy sobriety and energy efficiency strategy (reducing direct consumption) and to move towards renewable energies to contribute to the Group’s objectives (reduction of direct emissions in absolute value by -50.4% and indirect emissions by -58.1% in intensity between 2018 and 2030).

The Hermès Group expects its Suppliers to adhere to this strategy and strongly encourages their initiatives to reduce the environmental impact of their activities, particularly in relation to biodiversity, climate, water and forests.

### **3.2 COMPLIANCE WITH CONTROLLED USE OF MATERIALS, ENERGY AND NATURAL RESOURCES**

The Supplier implements concrete measures to measure, control and limit its consumption of:

- water, especially in high water stress areas,
- energy, in particular to limit the impact on the climate and facilitate the energy transition,
- natural resources and any material necessary for its activity in order to rationalise its consumption and reduce the intensity of the materials consumed while increasing its economic efficiency and developing its reuse and/or recycling rate, to limit the pressure on biodiversity or resources.

This approach is also applied, as far as possible, in the choices made in terms of logistics (packaging methods and means of transportation). The Supplier undertakes not to use materials derived directly or indirectly from deforestation or the conversion of remarkable natural ecosystems, in accordance with [the Group's Forest Policy](#).

### **3.3 LIMITED USE OR ELIMINATION OF SINGLE-USE PLASTICS**

The Hermès Group is committed to eliminating 100% of single-use plastics by 2030. The Hermès Group expects its Suppliers to adhere to this strategy and to implement concrete measures to control, limit and, if possible, eliminate the use of single-use plastics, and by default, to use recycled materials.

### **3.4 GOOD MANAGEMENT OF EMISSIONS, EFFLUENTS AND WASTE**

The Supplier implements concrete measures to reduce and/or treat its emissions into the air and pollutants in its effluents. The Hermès Group takes a circular approach starting from the design of its products and objects, which are defined by their quality and timelessness. The Hermès Group fights against waste and acts to reduce waste production by promoting the long life, repairing and reuse of its objects. It invites its Suppliers to adopt the same approach aimed at limiting wastage and waste.

The Supplier shall implement effluent and waste management policies that comply with local regulatory requirements.

### **3.5 RESPECT FOR THE PROTECTION OF PROTECTED SPECIES AND BIODIVERSITY**

The Supplier strictly complies with all applicable regulations regarding the protection of protected species and biodiversity. In this regard, it applies the CITES (*Convention on International Trade in Endangered Species*) regulations. If supplying plant and/or animal materials, and/or products containing these types of materials, the Supplier undertakes

to transmit all information and supporting documents relating to the origin of these materials, whether or not they are covered by the CITES regulations.

The Supplier shall choose a precautionary mode of supply of natural resources, based on an approach of fair necessity in relation to the needs requested by the Hermès Group. All material transformation processes shall be carried out with consideration for fauna and flora, through material-specific environmental certifications (e.g. LWG 1 or GOTS 2 certifications).

The Hermès Group has adopted a strict and ambitious [Animal Welfare Policy](#) (accessible on its corporate website) which covers all supply chains and involves all its Suppliers. All Suppliers concerned undertake to put in place measures to promote respect for animal welfare and to comply with the requirements defined in the said Policy.

In addition, the Hermès Group has initiated the Science Based Targets for Nature (SBTN) approach. Hermès Group encourages the Supplier to initiate a specific approach in order to establish scientific targets for nature, in particular for biodiversity, water, forests and soils.

#### **4. SUBCONTRACTING**

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At all times during the Relationship, the Supplier shall refrain from subcontracting all or part of its obligations towards the Hermès Group without its prior written consent. Therefore, in the absence of prior written agreement from the Hermès Group, the Supplier shall refrain from any transmission of tools, materials, finished or semi-finished products, components, documentation, or information that the Supplier holds because of its relationship with the Hermès Group.

The Supplier's production sites and subcontractors approved by the Hermès Group on the date of signing of this Code are listed in the Appendix to this Code. Any further modification of the list of subcontractors and/or production sites, must be notified in writing and accepted by the Hermès Group. Any modification of the Supplier's production sites and/or subcontractors must give rise to an update of the Appendix as soon as possible after notification to and acceptance by the Hermès Group.

The Supplier undertakes to put in place reasonable due diligence and control measures to ensure that its own approved subcontractors and all Associated Persons comply with all their obligations in terms of human rights, health and safety of persons and the environment. In this context, the Hermès Group encourages the Supplier to share this Code with its own authorised subcontractors and Associated Persons.

Before any request to the Hermès Group with a view to possible subcontracting and throughout the duration of the Relationship, the Supplier undertakes to ensure that:

- the approved subcontractor will not itself subcontract the services entrusted. The Supplier must take all measures necessary for this purpose in relation to its approved subcontractors;
- the subcontractor will accept and undertake to always comply with this Code in all respects.

In any event, the Supplier remains solely responsible for the proper execution of the order vis-à-vis the Hermès Group.

The Hermès Group cannot be responsible for any obligation towards any approved subcontractor or any third party requested by the Supplier, nor for any breach by these third parties of the aforementioned obligations, in particular in terms of human rights, health and safety of persons, the environment and, in general, any breach of ethics or probity. The Supplier also undertakes to take the necessary measures to avoid diversion of production and to ensure the safety of the products throughout their manufacture and storage.

#### **5. MANUFACTURING CONDITIONS AND COMPLIANCE WITH PRODUCT REGULATIONS**

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This article applies when the Supplier provides the Hermès Group with:

- all or part of a product (including raw materials and components) intended to be marketed under any of the brands of the Hermès Group; or
- an element intended to accompany the finished product (including packaging, fittings, etc.).

## **5.1 REGULATIONS ON DECLARATIONS OF ORIGIN**

The Supplier undertakes to justify in writing to the Hermès Group the origin of the products and materials supplied. This justification may be made according to the documents and/or certificates provided by the Hermès Group and shall be accompanied by all declarations and/or information relating to the origins of the materials used and/or the places and manufacturing processes.

Any proposed modification of the elements previously declared to the Hermès Group must be notified in writing without delay to the Hermès Group by the Supplier. The Supplier may only implement any proposed modifications after written acceptance by the Hermès Group. In the case of acceptance by the Hermès Group, the Supplier shall send, as soon as possible, the aforementioned documents and certificates specifying the modifications.

Any modification of the manufacturing sites previously declared to the Hermès Group will be subject to prior written acceptance by the Hermès Group (see Article 4).

The Supplier undertakes to deliver to the Hermès Group:

- products in accordance with the use for which they are intended and complying with the regulations applicable to them for all the countries in which the Hermès Group markets the products,
- products accompanied by documents and/or certifications that may be requested by any authority with a view to their marketing, export or import and transport.

The Supplier undertakes to inform the Hermès Group in writing without delay of any difficulty or possible non-compliance.

## **5.2 SAFETY PRODUCTS REGULATIONS**

In terms of products safety, the Hermès Group complies with the most stringent regulations.

These regulations are of several types: restrictions imposed in certain countries to preserve the environment and protect the consumer (REACH, POP regulations, local laws, etc.), or any general safety obligation imposing the avoidance of any risk to our customers.

The Hermès Group expects its Suppliers to adhere to this requirement and to strictly comply with all applicable regulations in the countries where the Hermès Group operates.

The Hermès Group also expects its Suppliers to undertake to comply with the document "List of Restricted Substances" communicated by the Hermès Group and thus acknowledge:

- Have read and understood HERMES requirements,
- Undertake to comply with the list of substances subject to restriction or prohibition,
- Accept that Hermès Group may monitor compliance with its requirements,
- Implement and send to the Hermès Group an action and control plan designed to ensure the compliance of the products delivered,
- Immediately notify the Hermès Group in writing of any change of formula or substitution of chemical products, and
- Closely monitor changes in regulations, notably REACH, and immediately inform the Hermès Group in writing of any new regulated substances present in the product or any of its components.

## **5.3 REGULATIONS APPLICABLE TO PRECIOUS MATERIALS**

Committed to respecting good procurement practices for all materials and in particular for precious metals, the Hermès Group is certified by the Responsible Jewellery Council (RJC), the profession's international reference body for precious materials such as gold, platinum, diamonds, silver and coloured gemstones. The Hermès Group intends to rigorously manage its supply chains and enforce the principles laid down by this certifying body, as by the Kimberley Process for diamonds.

A Supplier whose activity is concerned by the Kimberley Process must be able to certify to the Hermès Group that it complies with the principles set by the *World Diamond Council Resolution on Industry self-regulation*. The Supplier must also be able to provide the documentary guarantees relating thereto.

The Supplier concerned undertakes to comply with the standards defined by the Council for Responsible Jewellery Practices (CPRJ) applicable to the gold, platinum, silver and diamond jewellery industry, in particular by monitoring the origin of these precious metals.

## **6. BUSINESS ETHICS AND INTEGRITY**

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### **6.1 FIGHT AGAINST CORRUPTION**

The Hermès Group has a long-established [anti-corruption code of conduct](#) which is available on the Group's corporate website and is applicable to all its Suppliers. This anti-corruption code of conduct is in line with the Hermès Group's commitments to ethics and probity. It describes rules relating in particular to gifts and invitations, relations with third parties and with public officials, prohibition of facilitation payments, management of conflicts of interests, influence peddling, patronage and sponsorship, representation of interests, etc.

The Supplier undertakes to implement a zero-tolerance policy concerning breach of probity and to condemn corruption in all its forms such as: bribes, commissions, retro-commissions, facilitation payments, gifts and invitations, conflicts of interest, patronage, donations, and representation of interests. To this end, it must have an internal procedure to ensure the compliance of its activities with the laws and regulations relating to the fight against corruption.

The Supplier undertakes in particular not to commit any of these offences and to fight corruption in all its forms, by means of appropriate measures adopted in its entity and by its own suppliers and its value chain.

The Supplier undertakes in particular to take all appropriate preventive measures to avoid the commission of these offences and to comply, at all times, with all applicable laws, decrees, regulations, codes or regulatory directives relating to the fight against corruption applicable to it such as, without being exhaustive, the French law 2016-1691 of 9 December 2016 ("Sapin II"), the Bribery Act 2010 of the United Kingdom and the Foreign Corrupt Practices Act of the United States (FCPA) (all the applicable texts being referred to as "**Applicable Provisions**") – and not to perform any act likely to place any entity of the Hermès Group in violation of the Applicable Provisions.

The Supplier must also ensure that all Associated Persons take similar preventive measures, comply with the Applicable Provisions imposed on it and, in any event, do no act likely to place any entity of the Hermès Group in violation of them.

The Supplier represents and warrants that neither it nor any Associated Person:

- has violated or breached the Applicable Provisions or acted in a manner so as to place any entity of the Hermès Group in breach of the Applicable Provisions; nor
- is, or has been, the subject of an investigation or proceeding initiated by any regulatory, prosecutorial or public authority relating to bribery or any related offence or any other alleged breach of the Applicable Provisions.

### **6.2 GIFTS AND INVITATIONS TO EMPLOYEES OF THE HERMÈS GROUP**

Employees of the Hermès Group are not allowed to receive any benefits by virtue of their membership of the Group. However, the Hermès Group tolerates, on an exceptional basis, gifts of low value which are in accordance with commercial usage and comply with the principles of reporting and transparency as well as local laws and regulations. This type of practice is likely to be subject to provisions specific to the fight against corruption, which makes it essential for Suppliers to comply with the rules and regulations applicable in the context of their Relationship with the Hermès Group.

### **6.3 CONFLICT OF INTERESTS**

The Hermès Group and the Supplier shall each take all measures to prevent the occurrence of any situation, in a personal or professional capacity, likely to lead to a conflict of interests in the context of their commercial relations.

The Hermès Group and the Supplier undertake to disclose to each other and to deal as quickly as possible with any potential or proven conflict of interest prior to entering into the relationship or arising during the relationship, such as, for example, any previous employment in the public service or any close relationship between a member of the Supplier and an employee of the Hermès Group.

#### **6.4 COMBATING MONEY LAUNDERING, TERRORIST FINANCING AND FRAUD**

The Hermès Group takes all appropriate measures to ensure that it does not receive the proceeds of crime and cannot be associated with transactions that could put it at risk of participating in any form of money laundering or terrorist financing.

The Supplier undertakes to take adequate preventive measures to avoid the commission of these infringements. Any Supplier subject to the regulations relating to the fight against money laundering and the financing of terrorism undertakes to comply with the terms and obligations thereof.

No action or omission that could directly or indirectly have the effect of or lead to supporting money laundering and terrorist financing is permitted.

The Supplier undertakes to condemn and combat money laundering in all its forms. It undertakes to strictly comply with national and international legislation in this area and ensures that it obtains sufficient and appropriate knowledge of the origins of funds made available for transactions for which it may be the intermediary. To this end, it has internal procedures to verify the identity of its customers and the source of its funds, such as a know-your-customer procedure and a transaction screening procedure (thresholds, means of payment, origin of payment).

#### **6.5 VIGILANCE REGARDING INTERNATIONAL SANCTIONS PROGRAMMES, EMBARGOES AND EXPORT/IMPORT CONTROLS**

The Supplier undertakes to comply with international sanctions programmes and embargo measures imposed by the United Nations, the European Union, the United States and the national legislation to which it is subject. To this end, it is vigilant with regard to its own suppliers and partners and the countries in or with which it operates in order to strictly comply with embargo measures and restrictive measures relating to international economic sanctions, as well as export and import control measures.

The Supplier undertakes not to enter into or remain in a business relationship with a person or entity listed on a sanctions list that would involve the violation of these international sanctions' programmes and embargoes/restrictive measures.

#### **6.6 LEGAL AND ECONOMIC INDEPENDENCE**

The Supplier, in its capacity as a company or an independent natural person, must take all necessary measures to avoid any confusion relating to membership of the Hermès Group or any of its entities.

Each Party acts in its own name and on its own behalf and ultimately determines its business and strategic directions autonomously. Consequently, the Supplier acknowledges that it is totally independent, that it remains in control of its management and that it is free to seek to develop and diversify its clientele (with the exception of a specific exclusivity commitment agreed in writing between the Parties).

#### **6.7 FAIR COMPETITION**

The Hermès Group is committed to the principles of free and fair competition and the prohibition of anti-competitive abuse. The Supplier shares these principles, undertakes to comply with the rules of competition law in force and shall refrain from any anti-competitive practice such as, for example, any agreement and any exchange of sensitive information or price information, as well as any act of unfair competition.

## 6.8 PREVENTION OF MARKET ABUSE

The term “**Inside Information**” covers “*specific information that has not been made public, that, directly or indirectly, concerns the Hermès Group or the HERMÈS INTERNATIONAL share, and that, if made public, would be likely to have a material impact on the HERMÈS INTERNATIONAL share price*”.

Any natural or legal person who holds Inside Information and who knows or should know that it is Inside Information is an “**Insider**”.

The possession by the Supplier of Inside Information on the Hermès Group or the HERMÈS INTERNATIONAL share creates a **general obligation for the Insider to refrain from** carrying out transactions on the shares of HERMÈS INTERNATIONAL (or on any financial instrument or related financial contract) as long as the Inside Information is not made public or disappears (for example, abandonment of the project or the proposed transaction, provided that it has not been made public beforehand as this may in itself constitute Inside Information).

This involves:

- not **making use** of Inside Information to *acquire* (buy, subscribe, exchange, cancel or modify an order), *sell*, or *attempt to acquire or sell*, HERMÈS INTERNATIONAL shares, directly or indirectly, for its own account or for the account of a third party;
- not **disclosing** the Inside Information to another third person outside the normal exercise of its professional activity;
- not **recommending**, inducing, or allowing any other person to acquire (buy, subscribe, trade, cancel or modify an order) or sell those same shares on the basis of such information.

An Insider transaction is punishable in France by criminal prosecution (Insider “offence”) or administrative prosecution (Insider “breach”).

## 7. INTELLECTUAL PROPERTY

### 7.1 RESPECT OF INTELLECTUAL PROPERTY RIGHTS

The Hermès Group is a creative organisation committed to respecting the intellectual property rights of third parties and protecting the rights it holds.

The Supplier undertakes to respect all the intellectual property rights of the Hermès Group and in particular to use the intellectual property elements of the Hermès Group within the strict framework of the order placed with it. Any use that would undermine this commitment, such as in particular the affixing of the Hermès brand or any other brand of the Hermès Group on media other than the products ordered and/or the manufacture for the benefit of third-party Suppliers of models belonging to the Hermès Group constitutes a counterfeiting offence and may, among other sanctions, give rise to civil or criminal proceedings. In particular, the Supplier expressly acknowledges that its action in connection with the execution of an order placed by the Hermès Group does not confer on it any right over the intellectual property elements belonging to the Hermès Group. The Supplier thus acknowledges that the products/services created by the Hermès Group and the technical development and/or manufacture and/or realisation of which are entrusted to it by the Hermès Group remain the full and entire property of the Hermès Group, which remains free to manufacture, exploit and market them directly or through any third party of its choice.

To facilitate the identification of creations belonging to the Hermès Group, the Supplier shall ensure that all documents, products and/or tools belonging to the Hermès Group are permanently marked to specify that they are the exclusive property of the Hermès Group.

Conversely, the Hermès Group expressly acknowledges that the placing of an order with the Supplier does not confer on it any right to the intellectual property elements belonging to the Supplier unless otherwise agreed between the Parties. The Hermès Group thus acknowledges that the products/services ordered within the Supplier’s catalogue remain the full and entire property of the Supplier, which remains free to manufacture, exploit and market them to any third party of its choice, unless an exclusivity agreement is put in place between the Hermès Group and the Supplier.

In general, each Party undertakes to take all measures required to protect and ensure the protection of all the property, values and assets of the other Party, including its intellectual property rights, reputation and brand image.

The Supplier further undertakes to return or destroy, at the first request by the Hermès Group, i) any document, development, and/or information transmitted by the latter and belonging to it, and ii) any manufacturing tools that have been provided by the Hermès Group or that have been acquired or developed by the Supplier specifically to respond to a request from the Hermès Group and financed by the Hermès Group.

## 7.2 WARRANTIES

If the Supplier is required to use, for the supply of all or part of the products and/or services ordered, a model, a technique, any process, software and/or more generally any creation to which intellectual property rights could be or are attached, the Supplier warrants that it has all the intellectual property rights necessary for the peaceful enjoyment by the Hermès Group of the products/services ordered. The Supplier shall thus indemnify the Hermès Group against any claim and/or action by third parties that may arise in connection with intellectual property issues related to the products/services ordered and undertakes in this context to defend the Hermès Group at its expense.

Similarly, if the Supplier is required to use, for the supply of all or part of the products and/or services ordered, a brand, a model, a technique, any process, software and/or more generally any creation provided to it by the Hermès Group, the Hermès Group warrants that it has all the intellectual property rights necessary for the peaceful realisation of the products and/or services ordered. Provided that the Supplier makes use of it in accordance with the agreement concluded with the Hermès Group, the latter will indemnify the Supplier against any claim and/or action by third parties that may arise in connection with intellectual property issues related to elements provided by the Hermès Group and undertakes in this context to defend the Supplier at its expense.

## 7.3 FIGHT AGAINST COUNTERFEITING

The Hermès Group has for many years taken numerous steps to actively combat infringements of its intellectual property rights (trademarks, models, patents, copyrights, hereinafter referred to as "IP Rights") in both the real and virtual worlds.

In order to act effectively and actively against acts of counterfeiting, the reporting of information is fundamental for the Hermès Group. In addition to the fact that the Supplier undertakes not to infringe the IP Rights of the Hermès Group, it undertakes in particular to take all appropriate preventive measures to avoid the commission of such acts by itself, all Associated Persons and its employees.

The Supplier undertakes to inform the Hermès Group, as soon as possible, of any acts of counterfeiting that may come to its attention. For this purpose, the Supplier shall use the following generic Hermès Group address: [brandprotection@hermes.com](mailto:brandprotection@hermes.com). Information transmitted via this channel must be sufficiently detailed and substantiated to enable the Hermès Group to take all appropriate measures to defend its IP Rights.

## 7.4 ASSIGNMENT TO THE HERMÈS GROUP OF THE INTELLECTUAL PROPERTY RIGHTS ON THE RESULTS OF A RESEARCH AND/OR DEVELOPMENT PROJECT ENTRUSTED AND FINANCED BY THE HERMÈS GROUP

In the event that the Supplier is required to carry out and/or participate in a research and/or development project for (i) a product (creation and/or adaptation of a model, development of a technical process, etc.) and/or (ii) intellectual service(s) (creation, communication tool, software, etc.) at the request and according to the instructions of the Hermès Group, the Supplier and the Hermès Group already agree, and unless otherwise agreed in writing between the Parties, that one-third of the price agreed for the performance of such a project includes the exclusive assignment to the benefit of the Hermès Group of the results of this project and in particular of all the intellectual property rights attached thereto. This assignment of intellectual property rights occurs as and when the results of the project concerned are obtained and includes the rights of reproduction, representation, adaptation, including the rights of manufacture, marketing, communication and more generally commercial exploitation of the said results on the media concerned by this project, directly or through any third party of its choice, for the whole world and for the legal term of protection of the corresponding rights. This assignment also includes the exclusive right for the Hermès Group to proceed in its name and at its expense to the possible filing as a trade mark,

design and model, patent (including the right of priority), or any other protection under intellectual and/or industrial property rights, of all or part of the results obtained from this project, the Supplier undertaking in this context to sign, on first request, all the documents necessary for their filing, registration, renewal and to confirm, by any confirmatory act, the exclusive assignment of these rights to the Hermès Group.

It is understood that this assignment relates only to the results specifically obtained at the end of the project entrusted and financed by the Hermès Group and that any intellectual property rights and/or know-how/processes belonging to the Supplier previously and/or independently of the project entrusted to it remain the full property of the Supplier.

## **8. PROTECTION OF PERSONAL DATA**

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The Supplier and the Hermès Group undertake to comply with the laws and regulations relating to the protection of data and personal information ("Data Laws"), whether they concern their employees, their Suppliers or their customers and prospects ("Personal Data").

When acting as a processor of Personal Data within the meaning of the Data Laws, the Supplier enters into a written agreement with the Hermès Group detailing its commitments regarding the processing of Personal Data. In any event, the Supplier undertakes to process the Personal Data transmitted by the Hermès Group exclusively on documented instruction by the latter, to implement the appropriate technical and organisational measures to ensure its integrity, security, and confidentiality, in particular by making it accessible only to persons duly authorised by reason of their duties and subject to an appropriate confidentiality commitment.

The Supplier shall notify the Hermès Group, as soon as possible, of any security incident resulting, accidentally or unlawfully, in the destruction, loss, alteration, unauthorised disclosure or accessing of Personal Data transmitted by the Hermès Group.

The Supplier undertakes to cooperate fully with the Hermès Group, in particular in the context of requests from persons concerned by the processing of Personal Data.

Certain international transfers of Personal Data may be restricted by Data Laws and may require specific agreements to be entered into prior to the transfer. Consequently, the Supplier undertakes to inform the Hermès Group of any transfer it intends to make in order to be able to put in place the mechanisms required by the Data Laws applicable to the Hermès Group.

Except in the cases provided for by applicable mandatory laws and regulations, at the end of the performance of the services or the supply of the products acquired, the Supplier undertakes to return the Personal Data transmitted by the Hermès Group and not to keep a copy thereof, unless otherwise instructed by the latter.

## **9. CONTROL OF COMPLIANCE WITH THE CODE**

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### **9.1 SUPPLIER CONTROL**

The principles expressed in this Code constitute an essential element for the selection and evaluation of its Suppliers by the Hermès Group.

The Supplier undertakes, within a reasonable time, to respond to requests from the Hermès Group for documentation and information concerning the conduct of its activities and compliance with applicable regulations. Any questionnaire submitted to it in this context must be completed in good faith. The Supplier undertakes to inform the Hermès Group in writing of any change having an impact on any of the information and/or answers communicated to the Hermès Group in the said questionnaire.

In addition, the Supplier must accept any control of compliance with this Code by the Hermès Group or by any third party mandated by it. These controls can be carried out at any time. They will be organised on the Supplier's and/or subcontractors' sites during normal business hours, in any premises or based on records, provided that the Supplier has been notified at least five (5) working days in advance. This notice period may be reduced, or even eliminated, in the

event of a concrete and well-founded suspicion by the Hermès Group of a serious violation of the commitments entered with the Hermès Group by the Supplier.

The purpose of these controls will be to verify compliance and actual implementation by the Supplier, in its value chain and any subcontractors, of the provisions of this Code and the regulations applicable in particular in the areas of finance, taxation and governance, anti-corruption, protection of personal data, safety, hygiene, security, labour law, human rights and the environment.

The Supplier must, as soon as possible, implement any remark that may be highlighted during the said control or, if necessary, put in place an action plan that may be subject to a control and remedy any breach observed within the framework of this control. In the event of a serious breach according to the case law in force at the time of the facts found, the suspension or even the termination of the Relationship could be considered.

## 9.2 SUPPLIER NON-COMPLIANCE

In the event of non-compliance by the Supplier with the provisions of this Code, the Supplier undertakes to the Hermès Group to take the necessary compliance measures without delay. During the time necessary for this compliance, the Hermès Group reserves the right to suspend orders depending on the severity of the non-compliance.

The Supplier and the Hermès Group acknowledge that any serious breach (within the meaning of the case law applicable at the time of the facts) of this Code may result in the termination of pre-contractual negotiations and/or talks and/or the termination of the Relationship between them.

Given the seriousness and possible damage that such a breach could cause to the Hermès Group, this termination will take place ipso jure, without judicial intervention, without prior notice and with immediate effect from its notification. The Hermès Group further reserves the right to seek any compensation and damages for the harm suffered because of this serious breach.

## 10. HERMÈS GROUP WHISTLEBLOWING SYSTEM (H-ALERT !) AND SUPPLIER'S SYSTEM

If the Supplier or its employees are aware of violations (or risks of violation) of this Code, the commitments and policies of the Hermès Group and/or applicable laws, they are invited to report these situations to their **usual contact(s)**.

The Supplier and its employees may also send their report in a confidential and secure manner using the Hermès Group's *H-Alert !* whistleblowing platform accessible on the Hermès Group's corporate website or directly at <https://report.whistleb.com/en/hermes-alerte>.

For its part, the Supplier shall also put in place a mechanism or procedure allowing its employees and stakeholders, including members of the Hermès Group, to report a breach or raise a problematic situation without fear of retaliation or negative impact.

## 11. APPLICABLE LAW

This Code is governed by French law subject to compliance with any applicable local public policy provisions. Any dispute concerning the Code will fall under the jurisdiction of the courts designated by the formal agreements that may exist between the Supplier and the Hermès Group and, failing that, under the exclusive jurisdiction of the courts of Paris.

The provisions of this Code are not intended to replace the provisions of any specific contract or agreement validated and signed between the Parties.

However, this version of the Code replaces any previous version of the Code, as well as any Confidentiality and Business Loyalty Undertaking (Folio 1) and any Social, Environmental and Ethical Policy (Folio 2) signed by the Parties.

\* \* \* \* \*

The SUPPLIER:

Represented by:

Company name and RCS:

Registered office:

## APPENDIX

Exhaustive list of the Supplier's manufacturing locations and of its approved subcontractors for all Hermès Group orders