

**HIPPOCRATIC LICENSE**  
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- 1.7. “Duty of Care” is defined by its use in tort law, delict law, and/or similar bodies of law closely related to tort and/or delict law, including without limitation, a requirement to act with the watchfulness, attention, caution, and prudence that a reasonable person in the same or similar circumstances would use towards any Supply Chain Impacted Party.
- 1.8. “Worker” is defined to include any and all permanent, temporary, and agency workers, as well as piece-rate, salaried, hourly paid, legal young (minors), part-time, night, and migrant workers.

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### **3. ETHICAL STANDARDS:**

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The rights granted to the Licensee by this License are expressly made subject to the Licensee's ongoing compliance with the following conditions:

- 3.1. The Licensee SHALL NOT, whether directly or indirectly, through agents or assigns:
  - 3.1.1. Infringe upon any person's right to life or security of person, engage in extrajudicial killings, or commit murder, without lawful cause (*See Article 3, United Nations Universal Declaration of Human Rights; Article 6, International Covenant on Civil and Political Rights*)
  - 3.1.2. Hold any person in slavery, servitude, or forced labor (*See Article 4, United Nations Universal Declaration of Human Rights; Article 8, International Covenant on Civil and Political Rights*);
  - 3.1.3. Contribute to the institution of slavery, slave trading, forced labor, or unlawful child labor (*See Article 4, United Nations Universal Declaration of Human Rights; Article 8, International Covenant on Civil and Political Rights*);
  - 3.1.4. Torture or subject any person to cruel, inhumane, or degrading treatment or punishment (*See Article 5, United Nations Universal Declaration of Human Rights; Article 7, International Covenant on Civil and Political Rights*);
  - 3.1.5. Discriminate on the basis of sex, gender, sexual orientation, race, ethnicity, nationality, religion, caste, age, medical disability or impairment, and/or any other like circumstances (*See Article 7, United Nations Universal Declaration of Human Rights; Article 2, International Covenant on Economic, Social and Cultural Rights; Article 26, International Covenant on Civil and Political Rights*);

- 3.1.6. Prevent any person from exercising his/her/their right to seek an effective remedy by a competent court or national tribunal (including domestic judicial systems, international courts, arbitration bodies, and other adjudicating bodies) for actions violating the fundamental rights granted to him/her/them by applicable constitutions, applicable laws, or by this License (*See Article 8, United Nations Universal Declaration of Human Rights*; Articles 9 and 14, *International Covenant on Civil and Political Rights*);
- 3.1.7. Subject any person to arbitrary arrest, detention, or exile (*See Article 9, United Nations Universal Declaration of Human Rights*; Article 9, *International Covenant on Civil and Political Rights*);
- 3.1.8. Subject any person to arbitrary interference with a person's privacy, family, home, or correspondence without the express written consent of the person (*See Article 12, United Nations Universal Declaration of Human Rights*; Article 17, *International Covenant on Civil and Political Rights*);
- 3.1.9. Arbitrarily deprive any person of his/her/their property (*See Article 17, United Nations Universal Declaration of Human Rights*);
- 3.1.10. Forcibly remove indigenous peoples from their lands or territories or take any action with the aim or effect of dispossessing indigenous peoples from their lands, territories, or resources, including without limitation the intellectual property or traditional knowledge of indigenous peoples, without the free, prior, and informed consent of indigenous peoples concerned (*See Articles 8 and 10, United Nations Declaration on the Rights of Indigenous Peoples*);
- 3.1.11. Be an individual or entity, or a representative, agent, affiliate, successor, attorney, or assign of an individual or entity, on the FFI Solutions Carbon Underground 200 list;
- 3.1.12. Commit ecocide:
  - 3.1.12.1. For the purpose of this section, "ecocide" means unlawful or wanton acts committed with knowledge that there is a substantial likelihood of severe and either widespread or long-term damage to the environment being caused by those acts;
  - 3.1.12.2. For the purpose of further defining ecocide and the terms contained in the previous paragraph:
    - 3.1.12.2.1. "Wanton" means with reckless disregard for damage which would be clearly excessive in

relation to the social and economic benefits anticipated;

3.1.12.2.2. “Severe” means damage which involves very serious adverse changes, disruption, or harm to any element of the environment, including grave impacts on human life or natural, cultural, or economic resources;

3.1.12.2.3. “Widespread” means damage which extends beyond a limited geographic area, crosses state boundaries, or is suffered by an entire ecosystem or species or a large number of human beings;

3.1.12.2.4. “Long-term” means damage which is irreversible or which cannot be redressed through natural recovery within a reasonable period of time; and

3.1.12.2.5. “Environment” means the earth, its biosphere, cryosphere, lithosphere, hydrosphere, and atmosphere, as well as outer space

(See Section II, *Independent Expert Panel for the Legal Definition of Ecocide* Stop Ecocide Foundation and the Promise Institute for Human Rights at UCLA School of Law, June 2021);

3.1.13. Be an individual or entity, or a representative, agent, affiliate, successor, attorney, or assign of an individual or entity, that engages in fossil fuel or mineral exploration, extraction, development, or sale;

3.1.14. Be an individual or entity, or a representative, agent, affiliate, successor, attorney, or assign of an individual or entity, identified by the Boycott, Divestment, Sanctions (“BDS”) movement on its website (<https://bdsmovement.net/> and <https://bdsmovement.net/get-involved/what-to-boycott>) as a target for boycott;

3.1.15. Be an individual or entity that:

3.1.15.1. engages in any commercial transactions with the Taliban; or

3.1.15.2. is a representative, agent, affiliate, successor, attorney, or assign of the Taliban;

3.1.16. Be an individual or entity that:

- 3.1.16.1. engages in any commercial transactions with the Myanmar/Burmese military junta; or
  - 3.1.16.2. is a representative, agent, affiliate, successor, attorney, or assign of the Myanmar/Burmese government;
- 3.1.17. Be an individual or entity, or a representative, agent, affiliate, successor, attorney, or assign of any individual or entity, that does business in, purchases goods from, or otherwise benefits from goods produced in the Xinjiang Uygur Autonomous Region of China;
- 3.1.18. Be an individual or entity:
  - 3.1.18.1. which U.S. Customs and Border Protection (CBP) has currently issued a Withhold Release Order (WRO) or finding against based on reasonable suspicion of forced labor; or
  - 3.1.18.2. that is a representative, agent, affiliate, successor, attorney, or assign of an individual or entity that does business with an individual or entity which currently has a WRO or finding from CBP issued against it based on reasonable suspicion of forced labor;
- 3.1.19. Be an individual or entity, or a representative, agent, affiliate, successor, attorney, or assign of an individual or entity, that is mentioned in a truth commission report of any country that has undergone a formal or informal transitional justice process and that did not adequately remedy the communities impacted by it or did not follow the recommendations of the truth commission or any other transitional justice mechanism;
- 3.1.20. Be an individual or entity, or a representative, agent, affiliate, successor, attorney, or assign of an individual or entity, responsible for the detention of immigrants, refugees, or asylum seekers, irrespective of past, present, or pending legal status;
- 3.1.21. Be a government agency or multinational corporation, or a representative, agent, affiliate, successor, attorney, or assign of a government or multinational corporation, which participates in mass surveillance programs;
- 3.1.22. Be an entity or a representative, agent, affiliate, successor, attorney, or assign of an entity which conducts military activities;
- 3.1.23. Be an individual or entity, or a or a representative, agent, affiliate, successor, attorney, or assign of an individual or entity, that provides good or services to, or otherwise enters into any commercial contracts with, any local, state, or federal law enforcement agency;

- 3.1.24. Be an individual or entity, or a or a representative, agent, affiliate, successor, attorney, or assign of an individual or entity, that broadcasts messages promoting killing, torture, or other forms of extreme violence;
- 3.1.25. Interfere with Workers' free exercise of the right to organize and associate (See Article 20, United Nations Universal Declaration of Human Rights; C087 - Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87), International Labour Organization; Article 8, International Covenant on Economic, Social and Cultural Rights); and
- 3.1.26. Harm the environment in a manner inconsistent with local, state, national, or international law.

3.2.The Licensee SHALL:

- 3.2.1. Always use worker-driven social responsibility mechanisms over traditional social auditing mechanisms, to the extent the Licensee uses any social auditing mechanisms at all;
- 3.2.2. Ensure that if the Licensee has a Board of Directors, 30% of Licensee's board seats are held by Workers paid no more than 200% of the compensation of the lowest paid Worker of the Licensee;
- 3.2.3. Provide clear, accessible supply chain data to the public in accordance with the following conditions:
  - 3.2.3.1. All data will be on Licensee's website and/or, to the extent Licensee is a representative, agent, affiliate, successor, attorney, subsidiary, or assign, on Licensee's principal's or parent's website or some other online platform accessible to the public via an internet search on a common internet search engine; and
  - 3.2.3.2. Data published will include, where applicable, manufacturers, top tier suppliers, subcontractors, cooperatives, component parts producers, and farms;
- 3.2.4. Provide equal pay for equal work where the performance of such work requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where such payment is made pursuant to:
  - 3.2.4.1. A seniority system;
  - 3.2.4.2. A merit system;
  - 3.2.4.3. A system which measures earnings by quantity or quality of production; or

- 3.2.4.4. A differential based on any other factor other than sex, gender, sexual orientation, race, ethnicity, nationality, religion, caste, age, medical disability or impairment, and/or any other like circumstances

(See 29 U.S.C.A. § 206(d)(1); Article 23, *United Nations Universal Declaration of Human Rights*; Article 7, *International Covenant on Economic, Social and Cultural Rights*; Article 26, *International Covenant on Civil and Political Rights*); and

- 3.2.5. Allow for reasonable limitation of working hours and periodic holidays with pay (See Article 24, *United Nations Universal Declaration of Human Rights*; Article 7, *International Covenant on Economic, Social and Cultural Rights*).

#### **4. SUPPLY CHAIN IMPACTED PARTIES:**

*This section identifies additional individuals or entities that a Licensee could harm as a result of violating the Ethical Standards section, the condition that the Licensee must voluntarily accept a Duty of Care for those individuals or entities, and the right to a private right of action that those individuals or entities possess as a result of violations of the Ethical Standards section.*

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- 4.2. Breaches of the Duty of Care, as stated within this section, shall create a private right of action, allowing any Supply Chain Impacted Party harmed by the Licensee to take legal action against the Licensee in accordance with applicable negligence laws, whether they be in tort law, delict law, and/or similar bodies of law closely related to tort and/or delict law, regardless if Licensee is directly responsible for the harms suffered by a Supply Chain Impacted Party. Nothing in this section shall be interpreted to include acts committed by individuals outside of the scope of his/her/their employment.

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- 7.3. Judicial Findings: In the event Licensee is found by a civil, criminal, administrative, or other court of competent jurisdiction, or some other adjudicating body with legal authority, to have committed actions which are in violation of the Ethical Standards or Supply Chain Impacted Party sections of this License, all rights granted to Licensee by this License will terminate immediately.
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