



Lulus Vendor and Supplier Code of Conduct

At Lulus, doing right by people and planet is in our DNA. We seek not only to make and sell high-quality products, but to do our part to help make the world a better place.

When working with vendors and suppliers, we create and foster relationships that are mutually beneficial and allow all of us to be proud of our work. At Lulus we strive to conduct ourselves with the utmost integrity in all aspects of our business, and we know that our vendors and suppliers feel the same way.

In that collaborative spirit, this Code of Conduct lays out the ways in which we expect our vendors and suppliers to do business with us. We know that no one is perfect, and improvement is hard. Thus, whenever possible we work with our vendors and suppliers to constantly improve. At the same time, we expect them to make regular, good-faith efforts to achieve excellence in Responsible Sourcing.

For the purposes of this Code, a **“vendor”** is defined as a business selling to Lulus that uses other vendors and suppliers for materials or components in our shared supply chain(s). A **“supplier”** applies to situations where Lulus purchases directly from factories or production facilities without an intermediary.

This Code applies to both vendors and suppliers to Lulus. Therefore, it is critical that our vendor partners communicate the requirements of this Code to their own suppliers, and so on down the supply chain. Lulus’ vendors and suppliers also must hold their vendors and suppliers, in turn, responsible for conforming to its requirements.

This Code should be considered the foundation of our expectations, but is not exhaustive. For a more comprehensive sense of what it means to source responsibly, we recommend that vendors and suppliers refer to the [United Nations Guiding Principles on Business and Human Rights](#) and to [International Labour Organization Conventions](#). We also provide learning opportunities about responsible sourcing and manufacturing for our vendors and suppliers and encourage them to make use of all the training materials available to them.

When Lulus’ vendors or suppliers have their own (Supply Chain) Codes of Conduct, whichever code is stricter on any given issue applies.

All Lulus vendors and suppliers remain fully bound by Lulus' Vendor Terms and Conditions, which contain additional information and requirements. All Lulus vendors and suppliers may be subject to audit, at Lulus' request, and should be prepared to provide timely and accurate records.

Human Rights

This Code has been established with reference to internationally recognized standards and guidance. In addition to considering this Code and the [United Nations Guiding Principles on Business and Human Rights](#) and [International Labour Organization Conventions](#), vendors and suppliers must comply with all local and national laws of the place of manufacture. Where this Code of Conduct and local law conflict, vendors and suppliers are required to conform to the highest and strictest standard. As part of Lulus' regular audit cadence, vendors and suppliers are evaluated on performance in the area of human rights as set forth below.

Discrimination

Under no condition should workers during the hiring, employment, or termination process be subjected to discrimination in any form on the basis of gender, sexual orientation, race, ethnicity, disability, age, marital status, military status, or any other protected status under relevant local or international laws. All employment decisions should be made based on the company's needs and workers' experience, potential, qualifications, and ability to perform the tasks associated with the job.

Pregnancy and HIV/AIDS testing is strictly prohibited.

Harassment & Abuse

All harassment and abuse – including sexual, physical, mental, and corporal punishment – are strictly prohibited. Vendors and suppliers are expected to have policies and practices in place that ensure the workplace and all related work activities are safe for all. Disciplinary procedures including the termination process should be defined prior to the issuing of a punishment, legal, based on the principle of impartiality, and free of hostility, abuse, and harassment.

Child Labor

Vendors and suppliers may not employ anyone under the age of 15, below the legal age of compulsory education, or under the minimum age as defined by law, whichever is highest. Additional steps should be taken to ensure that young workers under the age of 18 are not permitted to participate in or expected to perform hazardous tasks that may be dangerous to

their mental or physical health. Vendors and suppliers should have a system to track young workers to ensure their working hours are within the legal limit. Additionally, vendors and suppliers should ensure that workers are of legal working age by maintaining copies of identification. *Note:* retaining original documentation is strictly prohibited.

Forced Labor and Human Trafficking

Work should be voluntary for all workers. Under no conditions are vendors and suppliers allowed to use a workforce acquired or retained via slavery, bondage, indentured servitude, or prison labor. All workers should be provided prior to the start of their official employment a contract that contains an accurate description of their responsibilities and title, hours, and wages. Contracts should be in a language the worker understands, accurate, and freely signed. Vendors and suppliers shall take no actions that infringe upon – and should actively ensure workers are aware of their right to – freedom of movement and the right to freely terminate their employment (i.e., vendors and suppliers should hold personal identification documents, withhold wages, or lock facilities during work hours).

Vendors and suppliers should take additional steps to ensure migrant workers (both transnational and international) are employed voluntarily and under accurate premises. Vendors and suppliers are expected to provide migrant workers – in a language they understand – with their contract, the conditions of their employment, and any other relevant information regarding their living/working terms and conditions, prior to departing their home countries or regions. Under no circumstances should workers pay recruitment fees to any party (including the supplier, labor brokerages, or licensed or unlicensed agencies) to secure their position or for expenses related to their employment.

Working Hours, Wages and Benefits

Workers should not work more than 48 hours plus an additional 12 hours of overtime on a regular or long-term basis. Workers should log their own hours worked (i.e., punch their own timecards, maintain their own hour logs, etc.). Overtime work should be compensated at a rate higher than regular wages, if required by local laws. As a rule, overtime should be performed voluntarily without fear of retaliation, with mandatory overtime the exception to the rule. Workers are required to be given at least 1 day off for every 7 days worked.

Workers should be paid at least the national or local minimum wage, or the industry standard rate, whichever is higher. The wage paid should reflect what is within the workers' contract and be paid at regular intervals in accordance with local laws. Vendors and suppliers should take preventative actions to ensure workers receive pay without delays, deferrals, or unlawful withholdings. Suppliers are responsible for providing all legally mandated benefits in addition to worker wages.

Vendors and suppliers are required to have a system to track hours and wages to ensure accurate record keeping (including all overtime) and payment to workers. Workers should be provided accurate pay stubs that show the number of hours worked per each pay rate (overtime and regular), and any legal deductions made.

Deductions made for supplier-provided services such as lodging, food, etc. should be agreed upon in writing by the worker upon prior to deduction. Suppliers are not allowed to charge workers beyond the cost of providing the service. Deductions may under no circumstances be used as a form of discipline.

Freedom of Association and Collective Bargaining

Vendors and suppliers cannot take any actions that interfere with workers' right to collectively bargain and freedom of association. Workers should be free from harassment, intimidation, and retaliation resulting from the decision to join, start, or not participate in a union. Where freedom of association is restricted under local and national laws, vendors and suppliers should take extra steps to engage workers on workplace concerns, and must take no measures to further restrict workers' rights.

Health & Safety

Vendors and suppliers are expected to go above and beyond abiding by all health and safety laws to ensure a safe, hygienic, and healthy environment in all supplier-managed facilities (including dormitories). Suppliers should keep a record of preventative actions taken to minimize potential occupational hazards, including ensuring all workers are properly trained as a part of their employment, all health and safety licenses are accurate/renewed according to law, and facilities are maintained in good working order. Workplace-related incidents including illnesses, accidents, and injuries should be investigated and reasonable action steps should be taken to prevent recurrence. A record of all workplace incidents should be maintained.

Workers should always have access to adequate drinking water and restroom facilities without having to ask for permission.

Environmental Sustainability

Vendors and suppliers are expected to comply with all local and national environmental laws. Vendors and suppliers should be taking appropriate action to manage, monitor, and minimize environmental impacts from consumption of resources such as energy, air, waste, water, and Co2 emissions. Chemicals and hazardous materials should always be stored and disposed of correctly.

Confidentiality and Privacy

All vendors and suppliers are required to comply with all applicable security and privacy laws. Vendors and suppliers are expected to take appropriate steps to ensure that all non-public information about employees, including contact information, is properly maintained and protected.

Anti-Corruption, Bribery, and Conflicts of Interest

Under no circumstances is any form of bribery, corruption, extortion, money laundering or fraud permitted. Vendors and suppliers are expected to comply with the guidelines set forth in Lulus' [Code of Business Conduct and Ethics](#), in addition to all local and national laws.

Vendors and suppliers are expected to abide by all antitrust laws and refrain from any action that would hinder free and fair competition. Vendors and suppliers are required to disclose all conflicts of interest to Lulus as soon as possible.

Conflict Minerals

Vendors and suppliers must commit to executing due diligence in order to avoid sourcing or utilizing "**conflict minerals**" – as defined by the [OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas](#) –in products or inputs for Lulus.

Grievance Mechanisms

All Vendors and suppliers are required to have a grievance mechanism that allows workers to raise concerns without fear of retribution, retaliation, harassment, or intimidation. Grievance mechanisms should be available in workers' preferred language. Vendors and suppliers are responsible for providing workers with trainings on how to use the grievance mechanism including by providing appropriate signage in common spaces. Vendors and suppliers should have a clear process for addressing, managing, and remediating concerns that protects workers' confidentiality.

Concerns reported should be addressed, documented, and available to Lulus or third parties acting on behalf of Lulus. Where relevant, vendors and suppliers should seek to participate in industry-wide grievance mechanisms.

Transparency and Disclosure Cooperation

Vendors and suppliers are required to comply with all Lulus or third-party requests on behalf of Lulus to inspect or audit vendors and suppliers' facilities and records. Vendors and suppliers should maintain accurate certifications, business details, and records. Under no circumstances should vendors and suppliers seek to influence worker interviews such as through bribery or intimidation, etc. of any party.

Vendors and suppliers should report serious or systemic violations of this Code of Conduct to Lulus at legal@lulus.com or to our anonymous hotline, English speaking: 844-220-0003; Spanish speaking: 800-216-1288 within 72 hours.

Amendments to the Code

This Code may be amended from time to time at Lulus' discretion. The most recent date of modification of this Code was October 2022.

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Effective: October 2022