

Environmental, Social, and Governance (“ESG”) Questionnaire

1. Name and Address of Potential Licensee / Company (“Licensee”):

2. Does Licensee have any ESG programs, policies, or standards in place? Yes No

3. Does Licensee comply with any third party’s ESG programs, policies or standards (for example, WRAP, Bureau Veritas, SMETA, third party retailers / customers)? Yes No

4. If the answer to question 2 or 3 is ‘Yes’, do any of those ESG programs, policies, or standards address:

- a. Forced Labor? Yes No
- b. Child Labor? Yes No
- c. Harassment / Abuse? Yes No
- d. Non-Discrimination? Yes No
- e. Health and Safety? Yes No
- f. Freedom of Association and Collective Bargaining? Yes No
- g. Wages and Benefits? Yes No
- h. Hours of Work / Overtime? Yes No
- i. Protecting Local Communities? Yes No
- j. Environment? Yes No
- k. Corruption? Yes No
- l. Reporting of Grievances? Yes No

5. If the answer to questions 2 and 3 is ‘No’, please describe the steps Licensee is taking to implement any ESG programs, policies, or standards. Please provide details of the nature of each such step, program, policy and standard, including the timing of when Licensee will implement them.

6. Has Licensee or any of its vendors been subject to enforcement action by regulators or law enforcement in the last three (3) years? If so, please provide details of the nature of (i) each incident, (ii) enforcement action, (iii) fines, (iv) remedial actions, (v) the current status of the matter (and any applicable corrective action plan), and (vi) lessons learned.

7. Do any of Licensee's (or any applicable third party's) current programs, policies or standards violate any of the **Standards of Practice** set forth on Exhibit A of this Questionnaire? If 'Yes', please explain.
 Yes No

Certification of Questionnaire

By signing below, I hereby attest and certify that: (a) I have read and understand this ESG Questionnaire, (b) I am an authorized representative of the Licensee and have all necessary right, power, and authority to complete and submit this ESG Questionnaire on behalf of the Licensee, and (c) all information included on this ESG Questionnaire is true, complete, and correct.

Signature of Authorized Representative of Licensee: _____

Date of Certification: _____

Telephone Number: _____

E-mail Address: _____

EXHIBIT A

Standards of Practice

Overview

In order to maintain respect for all individuals and our environment, ethical business conduct, and high standards for decent and humane working conditions throughout the operations of Licensor's and Licensee's businesses, Licensor has established specific minimum guidelines for all licensees and operating partners around the world, including, without limitation, Licensee and all of Licensee's Sub-Contractors. Licensor requires Licensee and all Sub-Contractors to operate in compliance with local laws and, in addition, these *Standards of Practice*.

Licensor believes that these *Standards of Practice* will help ensure that decent and humane working conditions are provided to the employees of Licensee and its Sub-Contractors. Where any Licensee or Sub-Contractor is found to be in violation of these *Standards of Practice*, corrective action may be initiated, and unless such violation is promptly and sufficiently corrected, Licensor may, among other things, require Licensee to cease business with the offending Sub-Contractor. Licensor believes that consumers can have confidence that products manufactured in compliance with these *Standards of Practice* are not produced under exploitative or inhumane conditions.

Standards of Practice

Forced Labor

Licensee hereby agrees that neither Licensee nor any of its Sub-Contractors shall use any forced or involuntary labor – slavery, human trafficking, prison, indentured, bonded or otherwise.

Child Labor

Licensee hereby agrees that no person shall be employed by Licensee or any of its Sub-Contractors at an age younger than: (a) fifteen (15) years of age (or 14 where the law of the country allows), or (b) the age for completing compulsory education in the country of operations, where such age is higher than fifteen (15) years of age. Workers under 18 years of age should not perform work likely to jeopardize the health or safety of young persons.

Harassment or Abuse

Licensee hereby agrees that every employee of Licensee and any of its Sub-Contractors shall be treated with respect and dignity, and that no employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensee hereby agrees that Licensee and any of its Sub-Contractors shall pay special attention to categories of workers vulnerable to exploitation, and to protecting such workers from abusive employment practices. Licensee agrees to prohibit all forms of harassment, including sexual harassment, and in particular any form of sexual intimidation, threat or coercion.

Nondiscrimination

Licensee hereby agrees that no person shall be subject, by Licensee or any of its Sub-Contractors, to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religion, gender, age, disability, sexual orientation, gender identity or expression, military status, nationality, political opinion, social or ethnic origin, or any other characteristic that is protected by applicable law. Licensee agrees that Licensee and its Sub-Contractors shall treat all workers equally, fairly and respectfully.

Health and Safety

Licensee hereby agrees that workers of Licensee and its Sub-Contractors will be provided a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of contractors' facilities.

Freedom of Association and Collective Bargaining

Licensee hereby agrees that, as applicable, Licensee's and its Sub-Contractors' employees' rights to freedom of association when allowed by local law and collective bargaining will be recognized and respected.

Wages and Benefits

Licensee hereby agrees that Licensee and each its Sub-Contractors shall comply with all applicable wage and hour laws and regulations, and that all of their employees will be paid at least the minimum wage required by local law, or the prevailing industry wage, whichever is higher. Licensee hereby agrees that Licensee and each of its Sub-Contractors shall comply with all applicable provisions for legally-mandated benefits, including, without limitation, health care; childcare; sick leave; contributions for social security; life, health, worker's compensation and other insurance mandated by local law.

Hours of Work/Overtime

Licensee hereby agrees that Licensee and each of its Sub-Contractors shall comply with applicable regulations concerning work hours mandated by local laws and uses overtime only when employees are compensated according to local law. Licensee further agrees that neither Licensee nor any of its Sub-Contractors will allow any employees to exceed the maximum number of overtime hours provided by local law. Licensor also expects that employees will not routinely work in excess of sixty hours per week and employees will be provided with a minimum of one rest day in every seven-day week.

Protecting Local Communities

When operating with indigenous communities, as defined by the United Nations Declaration on the Rights of Indigenous Peoples, Licensee hereby agrees that Licensee and each of its Sub-Contractors (as applicable) shall seek their free, prior, and informed consent (FPIC).

Environment

Licensee hereby agrees that Licensee and each of its Sub-Contractors shall comply with applicable country environmental laws and regulations and ensure that all required environmental permits and registrations are obtained, maintained and kept current and that operational and reporting requirements are followed. In addition, Licensee commits to implementing initiatives aimed at promoting greater environmental responsibility and to continually improving the environmental performance of its work sites, materials and policies.

No Corruption

Licensee agrees that Licensee and each of its Sub-Contractors shall comply with all applicable anti-corruption laws, rules and requirements and take appropriate measures to prevent all forms of corruption. Licensee and each of its Sub-Contractors shall further take all appropriate measures to prevent its operations from being used as a money-laundering vehicle, and to prevent abuse of dominant position, concerted practices, or unlawful agreements between competitors, such as price fixing or market allocations or boycotts limiting the production of certain products.

Reporting of Grievances

Licensee hereby agrees that Licensee and each of its Sub-Contractors shall facilitate the reporting of concerns by workers and other stakeholders, through a means designated in writing thereby, and not retaliate against anyone reporting such concerns.

Documentation and Inspection

Upon Licensor's request, in Licensor's sole discretion, Licensee must:

- (A) Certify to Licensor, on an annual basis, in writing, that each of the above-listed *Standards of Practice* is being met by Licensee and each of its Sub-Contractors;
- (B) Maintain on file such records and documentation as may be needed to demonstrate compliance with the *Standards of Practice*;
- (C) Make such documents available in the English language to Licensor for audit inspection upon request;
- (D) Provide each of their employees with the opportunity to report noncompliance with workplace standards outlined herein, free from punishment or prejudice for so doing; and
- (E) Post these *Standards of Practice* in the language of the country of manufacture in a common area accessible by all employees.