



IMPLUS FOOTCARE, LLC

Statement of Human Rights Policy for Vendor Code of Conduct: Eradicating Human Trafficking, Forced Labor, and Child Labor from Supply Chain

It is the policy of Implus Footcare, LLC and its affiliates (“Implus”) to respect individuals’ rights and comply with the principles and objectives of laws, rules, and regulations designed to eradicate human trafficking, forced labor, and child labor in the countries in which Implus and its agents, representatives, vendors, subcontractors, suppliers, and any other third parties that work on behalf of Implus in the countries in which they operate.

Implus is committed to a work environment that is free from human trafficking, forced labor, and child labor. Implus will not tolerate or condone human trafficking, forced labor, or child labor in any part of its global organization or supply chain, including but not limited to, all personnel employed or engaged to provide products or services, either directly or indirectly to Implus.

Report any conduct that you believe to be a violation or a potential violation of this policy to Implus via the EthicsPoint online reporting tool found at: <http://www.implus.ethicspoint.com>.

Employees, agents, representatives, vendors, subcontractors and any other third parties that work on behalf of Implus who fail to report actual or suspected misconduct may be deemed in violation of this Policy.

Vendor Compliance with Human Rights Policy

I. Vendor Commitments to Eradicate Human Trafficking, Forced Labor, and Child Labor from Supply Chain

We expect all Vendors to take necessary action to ensure that products sold to Implus and its affiliates, or any materials in those products, are not in any way produced, sourced, supplied, or benefit, directly or indirectly, through use of human trafficking, forced labor, child labor.

In furtherance of commitments made by Vendor in the Finished Goods Agreement and Vendor Code of Conduct, Vendor hereby confirms and commits that Vendor and its stockholders, affiliates, officers, directors and employees, agents, subcontractors, suppliers, and representatives, if any, (collectively referred to as “Vendor”) will comply strictly with all applicable human trafficking, forced labor, or child labor laws and regulations, including, those of the country in which they operate and those of the United States or other Destination Country.

II. Prohibition on the Use of Prison or Forced Labor Including Forced Child Labor

Vendor acknowledges that U.S. law prohibits the importation of merchandise mined, produced, or manufactured, wholly or in part, in any foreign country by forced or indentured labor – including forced child labor. Vendor also acknowledges that this bar to importation is enforced by U.S. Customs and Border Protection and that forced labor is defined in U.S. law as: “All work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily.” Vendor acknowledges that U.S. law defines forced or indentured labor as including forced or indentured child labor.

- **Articles Not Produced in Whole or in Part by Forced Labor:** Vendor confirms that it will not supply Implus with any goods, wares, articles, or merchandise mined, produced, or manufactured, wholly or in part, in any foreign country by forced, involuntary, prison, or indentured labor, including forced child labor (collectively, “Forced Labor”).
- **Articles Not Subject of Withhold Release Order:** Vendor certifies that it will not manufacture or source any goods destined to the United States that are subject to U.S. Customs and Border Protection Withhold Release Orders, available at: www.cbp.gov
- **All Materials Not Produced, in Whole or in Part, by Forced Labor:** Vendor agrees that all materials sourced, directly or indirectly, to fulfill Implus’ orders are in compliance with U.S. law governing forced labor.
- **Not Engage in Transaction Involving/Resulting From Forced Labor:** Vendor confirms that it will not engage in any transaction that involves or is the result of, the use of Forced Labor.
- **Reporting of Actual or Suspected Violations Required:** Vendor shall immediately report to Implus any actual or suspected breach of applicable law on Forced Labor by Vendor, its directors, officers, employees, or agents, subcontractors, suppliers or supplier’s suppliers, in connection with any business related to Implus.
- **Cooperation Required:** Vendor shall fully and immediately cooperate with any request Implus makes to provide information and documentation to support the absence of Forced Labor as well as any actual or suspected breach of applicable law on Forced Labor by Vendor, its directors, officers, employees, or agents, subcontractors,



suppliers or supplier's suppliers in connection with any business related to Implus.

III. Sourcing from XUAR Region Prohibited

Vendor certifies that Vendor is in compliance with all applicable restrictions on the sourcing of finished goods, services, and raw materials, especially cotton, from the Xinjiang Uyghur Autonomous Region of the People's Republic of China ("XUAR"). Vendor further certifies that any and all products sold and delivered by Vendor to Implus do not, and will not, contain any amount of content sourced from the XUAR or that has been picked, washed, ginned, produced, manufactured, transported or otherwise handled or dealt with by forced labor (such as Uyghur Muslims, Kazakhs, Kyrgyz, or Tibetans in any part of China) or by any entities that use or benefit from forced labor.

Vendor will carefully monitor and educate its suppliers to avoid any amount of content from the XUAR at its facility and of the potential for forced labor in the supply chain (in particular, the use of Uyghur Muslim, Kazakhs, Kyrgyz, or Tibetan labor in any part of China).

IV. Vendor Commitment to Maintain & Provide Accurate Records

Vendor agrees to create and maintain adequate and accurate records tracing the origin of their sourcing materials, components, or processes. Upon request, Implus will timely provide such records to Implus.

Vendor confirms that it will regularly conduct adequate due diligence to comply with this Policy.

V. Vendor Commitment to Disclose Possible Violations

Vendor agrees that it will immediately notify Implus via the EthicsPoint online reporting tool located at: <http://www.implus.ethicspoint.com> should it learn (i.e. have knowledge of) or have reason to know (i.e. a suspicion) of any violation of this Policy.