



# GYMSHARK POLICIES

At Gymshark we have our SHARED FITNESS programme of continuous improvement, a way of working between the Gymshark group and our Supply Chain Partners to grow sustainable and successful businesses together.

Shared Fitness encompasses the three fundamental pillars of **Ethical, Environment & Technical**. For Gymshark Shared Fitness represents a world class audit to deliver our sustainability commitments.

The purpose is to assess where each Supply Chain Partner is on in their journey in embedding Gymshark's values, ethical & environmental standards and identify any challenges in their adoption. Where there are challenges, these will be faced together in partnership to reach resolution.

Gymshark recognises that Supply Chain Partners may be at different stages on embedding Gymshark's standards within their value chain in the same way that our community are on different stages of their fitness journey. The Shared Fitness Programme will adapt and flex to the different needs of our Supply Chain Partners and facilities as well as to provide the tools that help everyone become their personal best.

The policies outlined below are extracted from Gymshark's Shared Fitness manual, providing an overview of the established guidelines implemented by Gymshark.

## POLICIES

1. Gymshark Environmental Policy
2. Gymshark Supply Chain Anti-Slavery and Human Trafficking Policy
3. Gymshark Supply Chain Child Labour and Young Workers Policy
4. Gymshark Supply Chain Conflict Mineral Policy
5. Gymshark Supply Chain Human Rights Policy
6. Gymshark Supply Chain Migrant Worker Policy
7. Gymshark Supply Chain Union Engagement Policy
8. Gymshark Supply Chain Whistleblowing Policy



## 1. GYMSHARK ENVIRONMENTAL POLICY

Gymshark recognise our responsibility to the environments in which we operate in. This includes the environments we work in, procure from, manufacture in and sell to. Caring, for our people, our planet and their respective futures is a value at the very heart of Gymshark. As such we believe that it's critical, we consciously communicate and not only strive to mitigate our environmental impacts but work internally and externally to drive continual improvement and best practice.

### **Our Commitment is to:**

Identify and continually appraise significant aspects, impacts and opportunities of our business operations. Develop alongside action plans with clear objectives, targets and mitigations where required to drive continual improvement.

Implement and maintain an Environmental Management System (EMS) with associated policies, processes, procedures and controls to minimise the environmental of our operations under all circumstances. This EMS will be continually reviewed and improved to ensure continual environmental improvement.

Ensure compliance with all applicable environmental legislation and regulation, and where appropriate apply more stringent criteria for both ourselves and our partners to achieve our objectives.

Continually assess the carbon footprint, environmental issues, energy and waste performance related to our direct physical operations and work to improve them wherever practicable.

Consider the use of natural resources and reduce, reuse, recycle and recover waste generated from our business operations where practicable and safe, compliant disposal wherever not.

Actively prevent and minimise pollution by ensuring all outputs; waste disposal, effluent to water or sewers and emissions to atmosphere comply with all relevant legislation and requirements.

Continue to support our Carbon reduction targets by setting objectives and actions and reviewing these frequently to ensure progress can be visible, monitored and accountable.

### **In order to meet Our Commitment, we will:**

Ensure all employees, supply chain partners and contractors understand our Environmental Policy and associated environmental requirements.

Undertake continual environmental due diligence of our supply chain including Goods Not For Resale (GNFR) via our 'Shared Fitness' programme ensures we not only have confidence in our Supply Chain Partners environmental stewardship but work with them to drive continual environmental improvement.



Wherever we acquire, design, develop or refurbish our buildings we will ensure they are BREEAM Certified to 'Very Good' standard as a minimum. BREEAM is a globally established and recognised sustainability standard that enables Gymshark to embed sustainability within our buildings from design through to operation.

Review and monitor environmental objectives and targets, working to continually improve and innovate to ensure that environmental risks, impacts and opportunities related to our business operations are being addressed and report progress to these targets annually.

Work collaboratively wherever possible with industry partners, working groups, industry forums to drive lasting environmental change as an industry in the belief that 'to go further, we go together'.

Communicate, co-operate and respond to the views of interested parties, including employees, customers and the general public, on environmental issues wherever practicable.

This policy will be reviewed annually or in the event of any significant change by the CEO. Any comments or queries should be directed to the Director of Sustainability.



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## **2. GYMSHARK SUPPLY CHAIN ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY**

### **PURPOSE**

Modern Slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. This Policy seeks to ensure compliance with the following modern slavery legislations. Anti-slavery and Human Trafficking UK Modern Slavery Act 2015, The California Transparency in Supply Chain Act and The Commonwealth Modern Slavery Act 2018.

### **STATEMENT**

Gymshark are committed to acting ethically and with integrity in all business dealings and relationships and have a zero-tolerance approach to Modern Slavery. We are committed to ensuring Modern Slavery is not taking place in any part of our own business or in any part of our supply chain, through implementing and enforcing effective systems and controls, as well as ensuring transparency about our approach through our disclosure obligations required under the modern slavery legislations.

Gymshark expect the same high standards from all of our contractors, Supply Chain Partners and other business partners and prohibits the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and expects our Supply Chain Partners to hold their own suppliers to the same high standards.

### **SCOPE**

This policy applies to all parts of our Supply Chain Partners, including any affiliates and sub-contractors, which are involved in the manufacture and/or supply of goods and/or services to Gymshark. Our Supply Chain Partners are responsible for the dissemination, adoption, and implementation of this Policy within your company and for ensuring that your company adopts its own policies and procedures in your supply chain. The standards adopted should be as a minimum, equivalent to those standards required by Gymshark.

### **REQUIREMENTS**

#### Freedom of Employment

All workers shall have the right to enter employment voluntarily and freely, without the threat of a penalty.

Workers shall have the freedom to terminate employment by means of notice of reasonable length (in accordance with national law or collective agreement) at any time without penalty.

Employers shall not use means to restrict a worker's ability to terminate employment, for example by requiring deposits, withholding employee documentation, threats, or use of violence, imposing financial penalties or requiring payment of recruitment fees.



### No Threat of Violence, Blackmail, Harassment & Intimidation

Employers shall not exact work or service from any person under the menace of any penalty. This includes the use or threat of physical or sexual violence to the employee or his family/dependents, or harassment.

### No Coercion in Wage Payment, Debt Bondage or Bonded Labour

Wages shall be paid regularly, and paid directly to the worker in legal tender, or by cheque or money order where permitted by law, collective agreement or with the consent of the worker. Payment in the form of vouchers, coupons or promissory notes is prohibited.

Workers who earn wages calculated on a performance-related or piece-rate basis shall not earn less than the legally mandated minimum wage.

Payments “in kind” in the form of goods or services shall not be used to create a state of dependency of the worker on the employer. “In-kind” payments should only be partial to ensure that the worker is not totally deprived of cash remuneration and are permitted only if authorised by national law, regulation or collective agreement.

Workers shall not be held in debt bondage or forced to work for an employer in order to pay off an actually incurred or inherited debt.

No deductions from wages shall be made with the aim of indebting a worker and binding him or her to employment, and measures should be taken to limit wage deductions to prevent such conditions. Workers shall be informed of the conditions and extent of wage deductions, and only deductions authorised by national law, collective agreement or arbitration award shall be made.

### Disciplinary Measures

Disciplinary measures should not include sanctions that result in an obligation to perform additional work further to contractual agreements.

Compulsory labour shall not be used to discipline workers or as punishment for participation in a strike.

### No Compulsory Overtime

Workers shall not be forced to work overtime above the limits permitted in national law and collective agreements under the menace of a penalty, for example the threat of dismissal.

Work or service outside normal daily working hours shall not be imposed by exploiting a worker’s vulnerability under the menace of a penalty. For example, employers shall not set performance targets that result in an obligation to work beyond normal working hours because of the worker’s need to be able to earn the minimum wage.

### Freedom of Movement

Coercion shall not be used to physically confine or imprison workers to the workplace or related premises, for example employer operated residences.

Mandatory residence in employer operated residences shall not be made a condition of employment.

### Skills Development & Vocational Training



Training opportunities provided to employees shall be undertaken voluntarily. Employers who provide such opportunities shall not unreasonably impose work or service as a means of recovering the costs associated with them.

#### Migration for Employment

Migrant workers, irrespective of their legal status, shall be treated fairly, and measures shall be taken to prevent abusive conditions and fraudulent practices that may lead to coercion and trafficking for labour exploitation.

Migrant workers shall benefit from conditions of work no less favourable than those available to local workers and shall have the right to enter and terminate employment (with reasonable notice in accordance with national law or collective agreement) voluntarily and freely, without the threat of a penalty.

Employers shall not threaten irregular migrant workers or their family members with denunciation to the authorities or otherwise coerce such workers into taking up or maintaining employment.

#### Recruitment of Migrant Workers

No fee or cost for recruitment shall be charged directly or indirectly, in whole or in part, to the worker. If an exception is made, it should be in the interest of the workers concerned, and after consulting the most representative organisations of employers and workers. All costs related to recruitment should be disclosed to the workers.

Further details of requirements and expectations can be found in the Gymshark Migrant Worker Policy.

#### Document Retention

Employers shall not retain personal documents for the purpose of binding workers to employment.

Practices such as confiscating or withholding worker identity documents or other valuable items (e.g. work permits and travel documentation) are prohibited. However, if requested by workers, employers may provide secure storage for such documents. Workers must then be free to access them at any time upon request.

#### Private Employment Agencies

Employers who engage private employment agencies to recruit members of their workforce shall take measures to:

Ensure that such agencies do not engage in fraudulent practices that place workers at risk of forced labour and trafficking for labour exploitation.

Prevent the abuse of workers contracted by such agencies, for example by ensuring that workers receive adequate protection in relation to wage related matters, working hours, overtime, and other working conditions.

To the greatest extent possible, ensure that fees or costs related to recruitment are not borne by workers but by the contracting company.

Use only those recruitment agencies that are licensed or certified by the competent authority.

#### Terms of Employment

Employers shall provide written contracts of employment in a language that workers can easily understand and that clearly indicate their rights and



responsibilities with regard to payment of wages, working hours, valid grounds for termination and other issues related to preventing forced labour.

#### Worst Forms of Child Labour

Employers shall take immediate and effective measures to prevent and eliminate the engagement of children in the worst forms of child labour, including debt bondage, serfdom, forced or compulsory labour and all forms of slavery and practices similar to slavery, such as the sale and trafficking of children.

Employers who engage private employment agencies shall ensure that such agencies do not engage children in the worst forms of child labour as indicated above.

#### **GYMSHARK COMMITS TO THE FOLLOWING:**

Gymshark, upon receiving information or allegations of forced labour, modern slavery or human trafficking, will carefully and immediately begin an investigation in cooperation with local advisors and the source of the allegations where appropriate.

If an investigation concludes that, there is sufficient evidence of forced labour or modern slavery, we will approach the Supply Chain Partner involved and begin the corrective action process in cooperation with that Supply Chain Partner. We will also make sure the findings of our investigation are reported or notified in accordance with the relevant laws.

As far as possible, Gymshark will co-operate with the relevant authorities to ensure victims have the appropriate care and support.

#### **REPORTING AND REMEDIATION**

If forced or trafficked Labour is identified, or our Supply Chain Partners believes that forced labour may exist within your company or any part of the associated supply chain, your company commits to (where safe to do so) immediately remove the victim from the production area, or if working from home, stop the work. Such incidents should be immediately reported to the Gymshark Sustainability Team at [ethicalteam@gymshark.com](mailto:ethicalteam@gymshark.com).

Gymshark will work alongside your company to work out a personalised plan for remediation, the cost of which will be borne by our Supply Chain Partners. Whilst that remediation plan is in work, the worker should not be formally dismissed, and wages are to continue to be paid. The worker must not be present at the site of work during this period.

Gymshark has established an internal process which will be used in the event that we or the relevant authorities assess that a factory, Supply Chain Partner, agents, contractors, external consultants, third-party representatives or business partners, refuse to cooperate, makes little or no progress in remediation and/or demonstrates a lack of commitment to the process. This may result in Gymshark ending the commercial relationship with the Supply Chain Partner.

We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of business or in any of our supply chains.



### **MONITORING AND REVIEW**

The implementation of this policy will be monitored through Gymshark's Shared Fitness Programme.

This policy will be reviewed annually, and any changes communicated. Any comments or queries should be directed to the Director of Sustainability.





### 3. GYMSHARK SUPPLY CHAIN CHILD LABOUR AND YOUNG WORKERS POLICY

#### PURPOSE

Gymshark recognises the importance of a child's education. Whilst children are active in the workplace they are being denied the access to education, their right to a childhood and their physical and mental health and general wellbeing are at risk. Carrying out work that is hazardous, exploitative or harmful can have a detrimental impact on a child's health, wellbeing and development, and perpetuates existing social and economic inequalities. This is a deeply complex issue that is inextricable from the broader issues of poverty and economic development.

#### STATEMENT

The recruitment of child labour (directly or indirectly) is strictly prohibited in the Gymshark supply chain. This includes permanent, temporary, or casual labour, whether directly or indirectly employed by the management of the workplace, as well as children who have been trafficked or sold into work.

We require our Supply Chain Partners to establish robust age-verification processes to prevent employment of children or underage workers. We also work to ensure that facilities respect local laws and international standards related to employing younger workers who are not children.

#### DEFINITIONS (as defined by the ILO Minimum Age Convention, 1973 (No.138))

**Child Worker:** A person aged 15 or under, or any higher age specified in local law, for starting full time employment or completing mandatory education.

**Young Worker:** A person who is above the minimum age of employment of 15 and below the age of 18 and is legally entitled to work.

#### SCOPE

This policy applies to all parts of your company, including any affiliates and sub-contractors, which are involved in the manufacture and/or supply of goods and/or services to Gymshark. You are responsible for the dissemination, adoption, and implementation of this Policy within your company and for ensuring that your company adopts its own policies and procedures in your supply chain, the standards adopted should be as a minimum, equivalent to those standards required by Gymshark.

#### **No Child Labour**

No person should be employed or work if:

- They are less than 15 years of age unless local minimum age stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply;
- They are below 18 years of age and engaged in any dangerous/hazardous work that might jeopardize their physical, mental or moral wellbeing because of its nature or the conditions under which it is carried out; or



- Minimum age requirements are not met for all persons engaged in any workplace apprenticeship programmes.

### **Young Workers**

- Young Workers must not be employed through labour agents due to them being more vulnerable to exploitation than adults.
- Young Workers should be protected from hazardous work and any work that could inhibit their development or cause physical harm, including working overtime or at night; working with chemicals, machinery, or electricians; being exposed to dust, fumes or loud noise; working in confined spaces, at height, or in extreme heat or cold; lifting or carrying heavy loads. Risk assessments must be carried out to identify any specific hazards.

### **Supply Chain Partners:**

- Must have a child labour policy in place with their employees, who must be trained on its implementation.
- Must ensure that the policy is communicated to all involved in the supply-chain.
- Must have management systems in place to ensure that no child worker is employed either directly or indirectly by the supply partner or any of its sub-contractors and labour providers.
- Must ensure all employment vacancy advertisements and postings should clearly define the minimum age requirements.
- Must ensure that children under the age of 15 must not be permitted in production areas at any time, this includes children of workers and management who live in factory accommodation or who attend care facilities on site. Production areas must be clearly identified and marked with appropriate signage.
- Must ensure that Young Workers on a skills development programme receive at least the minimum wage stipulated by local law and all of the above requirements should be followed for the programme.

### **REPORTING AND REMEDIATION**

- Supply partners must immediately after identifying Child Labour, notify the Gymshark Sustainability Team.
- Supply partners must develop a personalised plan for remediation, the cost of which will be borne by your company. Whilst that remediation plan is in work, the child should not be formally dismissed, and wages must continue to be paid. The child must not be present at the site of work during this period.

### **GYMSHARK'S COMMITMENTS:**

- We will not automatically terminate the trading relationship with a supply partner based on a report of Child Labour or breach of this Policy alone.
- We will support any supply partner through the process of remediation as outlined in, the best interests of the child are to be held above all else and appropriate remediation solutions are required, that improve the child's situation, including supporting access to education.
- We will work with our employees, supply partners and contractors to ensure a responsible approach is taken, through the provision of employee and supply



partner training, and any assistance required in developing appropriate systems.

### **MONITORING AND REVIEW**

The implementation of this policy will be monitored through Gymshark's Shared Fitness Programme.

This policy will be reviewed annually, and any changes communicated. Any comments or queries should be directed to the Director of Sustainability.



## 4. GYMSHARK SUPPLY CHAIN CONFLICT MINERAL POLICY

### PURPOSE

Conflict minerals are minerals that are mined in areas of armed conflict and human rights abuses, predominantly in the Democratic Republic of Congo (DRC) or adjoining countries and are sold or traded for financing armed groups. Conflict Minerals (or derivatives of these minerals) are commonly referred to as 3TG and are defined in US legislation and the OECD due diligence guidelines as:

- Tin (Cassiterite)
- Tantalum (Coltan)
- Tungsten (Wolframite)
- Gold

### STATEMENT

Gymshark is committed to sourcing products, materials and trims from companies that share our values around human rights, ethics, and environmental responsibility. While we do not directly purchase 3TG from any source, we will work closely with our Supply Chain Partners to determine the origin of 3TG if used in any of our products.

Gymshark expects all Supply Chain Partners of our products, materials, and trims to cooperate with our conflict minerals procedures. We further expect all Supply Chain Partners to seek to purchase 3TG materials from sources determined not to be involved in funding conflict in the DRC region.

### SCOPE

This Policy applies to all parts of your company, including any affiliates and sub-contractors, which are involved in the manufacture and/or supply of goods and/or services to Gymshark. You are responsible for the dissemination, adoption, and implementation of this Policy within your company and for ensuring that your company adopts its own policies and procedures in your supply chain, the standards adopted should be as a minimum, equivalent to those standards required by Gymshark.

### SUPPLY PARTNERS:

- Must support the aims and objectives of the Dodd-Frank Act concerning Conflict Minerals sourcing.
- Must develop Conflict Minerals policies, due diligence frameworks, and management systems designed to prevent Conflict Minerals.
- Work to educate the manufacturers of your sourced products about Conflict Minerals.
- Stop sourcing from suppliers that make products containing Conflict Minerals or if the supplier fails to implement reasonable steps to transition to Conflict Free sources.
- Ensure that none of the products sold to Gymshark contain Conflict Minerals.
- Must promptly provide due diligence information confirming that any Conflict Minerals are responsibly sourced and maintain records in relation to their sourcing.



### **REPORTING AND REMEDIATION**

- Supply partners must promptly notify the Gymshark Sustainability Team if there is a breach of this policy.
- Supply partners must develop a plan for remediation, the cost of which will be borne by your company. Gymshark will support in the development of the remediation plan.

### **MONITORING AND REVIEW**

The implementation of this policy will be monitored through Gymshark's Shared Fitness Programme.

This policy will be reviewed annually, and any changes communicated. Any comments or queries should be directed to the Director of Sustainability.



## 5. GYMSHARK SUPPLY CHAIN HUMAN RIGHTS POLICY

### PURPOSE

Gymshark recognises its responsibility to respect the human rights of our employees, the workers in our entire value chain, our customers and the communities we operate in.

We do this by striving to operate responsibly and prioritising the management of human rights linked to our business activity in our own operations and in our supply chain, using our ability to affect change through leverage and business relationships. We are committed to collaborating with our Supply Chain Partners and other stakeholders to influence change and be part of the solution within wider industry.

### STATEMENT

Gymshark recognizes that while States have the duty to protect human rights, companies should respect the same. Our approach is to implement the UN Guiding Principles on Business and Human Rights (UN Guiding Principles), with priority focus on ensuring fair labour practices, fair compensation, safe working conditions and no forced or bonded labour particularly for the most vulnerable and exploited. As a business we seek to avoid infringing the human rights of others and work to address any adverse human rights impacts we identify within our supply chain.

We take seriously any allegation of human rights abuse in all its forms and will not tolerate human rights abuse against individuals or communities within Gymshark's supply chain. We will undertake all reasonable and practical steps in relation to the breach any of our standards and policies to identify, prevent or mitigate human rights' risks and remediate any adverse impact that our operations have caused or contributed to.

This policy outlines the expected standards and steps Gymshark requires your company to implement and maintain to protect and respect the human rights of workers. It has been developed in line with the Gymshark Code of Conduct (published on the Gymshark Sustainability website), the International Labour Organisation core conventions, the principles outlined in the Universal Declaration of Human Rights (UDHR), the UN Global Compact, and the OECD Guidelines for Multinational Enterprises.

### SCOPE

This Policy applies to all parts of your company, including any affiliates and sub-contractors, which are involved in the manufacture and/or supply of goods and/or services to Gymshark. You are responsible for the dissemination, adoption, and implementation of this Policy within your company and for ensuring that your company adopts its own policies and procedures in your supply chain, the standards adopted should be as a minimum, equivalent to those standards required by Gymshark. In case of any queries, Supply Chain Partners can ask for clarification.

### FUNDAMENTAL PRINCIPLES

Respect for Minorities and Communities Rights



Gymshark respect the rights of local communities in such areas where it conducts its business activity and commits to respect the local laws and culture and an undertaking to maintain an open dialogue with its stakeholders and paying special attention to the more vulnerable groups.

#### Right to Health

Gymshark will take reasonable and practical actions to ensure that our products are not designed to cause a hazard to the health and safety of the customers, those involved in their manufacture, or the communities around manufacturing facilities.

#### Contribution to the Fight Against Corruption

Gymshark is against corruption in all its forms, both direct and indirect, including extortion, bribery, pursuant to Principle 10 of the UN Global Compact. Gymshark will comply with the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977.

#### Right to the Environment and Access to Clean and Safe Drinking Water

Gymshark will comply with the environmental laws that apply to our activities and shall make reasonable efforts to prevent the potential environmental impact created within our supply chain, in terms of the people involved in manufacturing and communities around manufacturing facilities.

Supply Chain Partners must adopt reasonable measures to mitigate negative operational impacts on the environment and strive to continuously improve environmental performance.

#### Labour Human Rights

There shall be no forced, bonded, indentured or involuntary prison labour, slavery or trafficking of persons. All work must be entered into freely and voluntarily. We have a zero tolerance approach to forced or compulsory labour as defined in ILO Convention 29, our Code of Conduct and detailed in our Anti-Slavery and Human Trafficking policy.

#### No Child Labour

We respect children's rights and do not accept any form of child labour as per ILO Convention 138, as detailed and defined in our Code of Conduct and Child Labour and Young worker policy.

#### No Discrimination and Diversity is Promoted

Our Supply Chain Partners should not engage in any form of discrimination and should respect diversity of their employees by offering equal opportunities for employment and professional promotion. No employee in the supply chain shall be subject to discrimination on the grounds of race, origin, ethnicity, disability, illness, religion, marital status, sexual orientation, political opinion and affiliation, age, citizenship, gender, gender identity, social class or any other grounds whatsoever. Our Supply Chain Partners should refrain from engaging in any discriminatory practice with regard to the recruitment, remuneration, access to training, promotion, overtime, termination of the employment agreement or retirement of their workers in accordance with our Code of Conduct and Standards and policies.



### Respect for Freedom of Association and Collective Bargaining

As per the Right to Organise and Collective Bargaining Convention, 1949 (No. 98), we acknowledge the right of workers in our supply chain to set up, be involved in or join trade unions and/or organisations that defend and promote their interests, regardless of the environment where they work. This also ensures respect for collective bargaining, freedom of opinion and protection for the workers' representatives and is in line with the 1998 ILO Declaration of Fundamental Principles and Rights at Work.

Our Code of Conduct stipulates in turn, that our Supply Chain Partners shall ensure that their employees have, without distinction, the right of association and union membership. No retaliation may arise from the exercise of such right and no remuneration or payment whatsoever may be offered to the employees in order to hinder the exercise of such rights. Likewise, they shall adopt an open attitude of collaboration towards the activities of Trade Unions. Workers' representatives shall be protected from any type of discrimination and shall be free to carry out their representative functions in their workplace.

The [MNE Declaration](#) provides detailed guidance on collective bargaining in its section on industrial relations (art. 49-56) and is the expected approach to be upheld.

### Protecting Workers Health and Safety

The highest level of Health and Safety standards in a factory are fundamental to protect workers from the risk of occupational hazards, accidents and toxic substances. Our Code of Conduct explicitly mentions the need and importance of providing a safe working environment. Our Supply Chain Partners must ensure that they have the policies and systems in place to detect, avoid and respond to potential risks to health and safety in the workplace for all employees.

### Favourable Working Conditions

Our Supply Chain Partners shall ensure that all employees are treated with respect and dignity, their compensation is fair and in line with our Code of Conduct, paid on time and in accordance with statutory provisions, including minimum wages, overtime, benefits and working towards the payment of living wage.

## **REPORT AND REMEDIATION**

Supply partners must immediately notify the Gymshark Sustainability Team if there is a breach of the fundamental principles outlined in this policy or a case of harm to workers identified via an internal audit or external visit or by any other channel.

Supply partners are responsible for providing remedy where harm or wrongdoing to workers are identified and must develop a plan for remediation, the cost of which will be borne by your company. Gymshark will support in the development of the remediation plan, further guidance can be found in the Gymshark remediation guidance document.

## **MONITOR AND REVIEW**

The implementation of this policy will be monitored through Gymshark's Shared Fitness Programme.





This policy will be reviewed annually, and any changes communicated. Any comments or queries should be directed to the Director of Sustainability.



## **6. GYMSHARK SUPPLY CHAIN MIGRANT WORKER POLICY**

### **PURPOSE**

Global supply chains presently employ more migrant workers than ever before. Poverty, unemployment, climate change and civil and political conflicts have encouraged many workers to migrate in search of more rewarding employment. Migrant workers often face inequalities in the labour market, and are vulnerable to exploitation, forced labour and sometimes human trafficking. Poor, or exploitative recruitment practices can further lead to debt bondage or unacceptable employment conditions.

Gymshark recognises that supply chains in the textile sector tend to employ migrant workers when the availability of local low-skilled labour is in decline and employment of migrant workers has become a necessity. Our aim is to work collaboratively with our Supply Chain Partners.

### **STATEMENT**

Gymshark's Migrant Worker Policy outlines the minimum expected standards and steps required by our Supply Chain Partners when employing migrant workers to ensure the protection and equitable treatment of migrant workers throughout our value chain.

This policy seeks to ensure compliance with the Gymshark Code of Conduct, the International Labour Organisation core conventions, principles outlined in the Universal Declaration of Human Rights (UDHR), the UN Global Compact, the OECD Guidelines for Multinational Enterprises and aligns with the Dhaka principles for migration with dignity.

### **SCOPE**

This Policy applies to all parts of your company, including any affiliates and sub-contractors, which are involved in the manufacture and/or supply of goods and/or services to Gymshark. You are responsible for the dissemination, adoption, and implementation of this Policy within your company and for ensuring that your company adopts its own policies and procedures in your supply chain, the standards adopted should be as a minimum, equivalent to those standards required by Gymshark.

It is your responsibility to ensure that any migrant workforce that is recruited by you on behalf of you is treated in line with this policy and the standards set out here/in this document. You are responsible for the dissemination, adoption and implementation of this Policy within your company and for ensuring that your company adopts its own policies and procedures in relation to the human rights of workers in your supply chain, the standards adopted should be as a minimum, equivalent to those standards required by Gymshark.

### **REQUIREMENTS**

You are required to ensure that migrant workers shall benefit from conditions of work no less favourable than those available to local workers and shall have the right to enter and terminate employment (with reasonable notice in accordance with national law or collective agreement) voluntarily and freely, without the threat of a penalty.



Migrant workers shall be afforded the same compensation (wages and benefits) as local workers.

Migrant workers shall be afforded the same working hour limits and access to overtime as local workers.

Migrant workers, irrespective of their legal status, shall be treated fairly, and measures shall be taken to prevent abusive conditions and fraudulent practices that may lead to coercion and trafficking for labour exploitation.

Supply Chain Partners should have a system in place to certify their compliance with this.

### **Employer Pays Principle**

Gymshark recognizes that many foreign /local migrant workers are at risk of paying unreasonable and illegal fees in conjunction with their employment, a practice that increases workers' risk of tolerating poor working conditions and becoming trapped in debt bondage. In recognition of the risks faced by foreign migrant workers, and in recognition that all work should be fair and voluntary, Gymshark requires that foreign migrant workers recruited to work in its supply chain pay no fees to obtain their employment.

### **Labour Agent Suppliers**

When hiring foreign or local migrant workers, Supply Chain Partners shall only use agents that are legally licensed and recruit workers ethically as laid out in these standards. Supply Chain Partners shall ensure that any agents it uses conform to the migrant worker standards through background checks, due diligence monitoring and service agreements. The factory should seek to minimize its use of recruitment agents, recruiting and hiring workers directly wherever possible.

### **Terms of employment**

Employers shall provide written terms of employment in a native language that migrant workers can easily understand and that clearly indicate their rights and responsibilities with regard to payment of wages, working hours, valid grounds for termination and other issues related to preventing forced labour.

In the case of domestic migration, where workers are recruited from a different region within the same country to gain employment, workers shall be given terms of employment that accurately and comprehensively describes the workplace, the employment position, and the terms and conditions of work prior to deployment, departure from home country or Former Habitual Residence.

### **Freedom of Association**

Migrant workers have the choice to form, join participate in, and collectively bargain in organizations as permitted by receiving country law, without risk of discrimination, harassment, interference, or retaliation.

Employers should take proactive steps to notify workers of any legal or security concern via training.

### **Grievance Mechanisms & Communication**

Workers shall be provided access to a clear and advertised recourse procedure during recruitment, hiring and employment should they be subject to unethical behaviour.



### **Identity Document Retention**

All foreign /local migrant workers shall retain custody of their own personal identity documents throughout their recruitment and employment.

Employers shall not retain personal documents for the purpose of binding workers to employment.

Practices such as confiscating or withholding worker identity documents or other valuable items (e.g. work permits and travel documentation) are prohibited.

However, if requested by workers, employers may provide secure storage for such documents. Workers must then be free to access them at any time upon request.

The only exception for this requirement is in the event that workers' original documents are required for a legal purpose, (for example to obtain a work permit or register with immigration authorities). In the event that original documents are necessary to meet a legal requirement, the Supply Chain Partner shall implement a process to ensure that workers retain their documents immediately before and after processing, are adequately briefed on the process and timeline in advance, sign a standard form to indicate document submission and receipt upon the documents' return, and are provided with a copy of the document in the interim processing period.

To ensure that workers may safely maintain custody of their own original identification documents, the Supply Chain Partner shall provide secure, lockable, individual storage at migrant workers' accommodation. Workers shall have twenty-four-hour access to their individual storage locker.

### **Freedom of Movement**

Migrant workers shall be able to move freely and without unreasonable restrictions at the workplace and at factory-provided accommodation, unless such restrictions are necessitated by legitimate security concerns or required by law. This must be clearly communicated to the workers to ensure they understand the reasons why.

### **Accommodation**

Any accommodation provided to migrant workers shall be safe and hygienic. Accommodations shall afford workers adequate privacy, comfort, and dignity.

### **Harassment, Abuse, and Discipline**

Migrant workers in the workplace and accommodation should always be treated with fairness and respect and shall not be subject to behaviour that constitutes verbal, physical, or sexual harassment or abuse in their interactions with factory and labour agent personnel.

### **End of Employment and Repatriation**

Migrant workers shall be provided with logistical and monetary assistance in returning to their home country at the end of their employment, in accordance with the workers' terms of employment, or if applicable as per national law.

### **Awareness Raising and Training**

Migrant workers must be made aware of their rights and responsibilities throughout the Recruitment process and at the time of hire, including the terms



and conditions of their terms of employment, and all applicable laws and regulations of the relevant sending country, receiving country, and of any country and jurisdiction contracting the work. They must be informed of the basic terms of their employment in their native language in a documented meeting before leaving the sending country.

Migrant workers must be trained in their native language upon arrival in the Receiving Country and in regularly scheduled (e.g. annual) refresher training. The training should cover the Employer Pays Principle, the company's workplace rules and procedures, the grievance process, the housing arrangements (if provided or arranged by the company), and the conditions of work, including any health and safety hazards and the precautions needed to ensure personal safety. All foreign / local migrant workers shall be provided mandatory and comprehensive orientation training to enable them to adjust and acclimatise to their new employment positions and understand their rights.

### **REPORT AND REMEDIATION**

Supply partners must promptly notify the Gymshark Sustainability Team, within 7 days, if there is a breach of this policy.

Supply partners are responsible for providing remedy where harm or wrongdoing to workers are identified and must develop a plan for remediation, the cost of which will be borne by your company. Gymshark will support in the development of the remediation plan, further guidance can be found in the Gymshark remediation guidance document.

### **MONITORING AND REVIEW**

The implementation of this policy will be monitored through Gymshark's Shared Fitness Programme.

This policy will be reviewed annually, and any changes communicated. Any comments or queries should be directed to the Director of Sustainability.



## **7. GYMSHARK SUPPLY CHAIN UNION ENGAGEMENT POLICY**

### **PURPOSE**

Freedom of association and collective bargaining are among the founding principles of the 1998 ILO Declaration of Fundamental Principles and Rights at Work. The right of workers and employees to form and join organizations of their own choosing is an integral part of a free and open society. The ability to organise and bargain collectively empowers and increases a workers worker's ability to improve their employment conditions are ensure they are consistently implemented.

### **STATEMENT**

Gymshark recognises the right of workers in our supply chain to set up, be involved in or join trade unions and/or organisations that defend and promote their interests, regardless of the environment where they work. This also includes respect for local laws, collective bargaining, freedom of opinion and protection for the workers' representatives and is stipulated as a requirement in our Code of Conduct.

Gymshark have incorporated trade union/worker representatives as part of their Shared Fitness programme, with an expectation that they should be present for the opening and closing meetings.

### **SCOPE**

This Policy applies to all parts of your company, including any affiliates and sub-contractors, which are involved in the manufacture and/or supply of goods and/or services to Gymshark. You are responsible for the dissemination, adoption, and implementation of this Policy within your company and for ensuring that your company adopts its own policies and procedures in your supply chain, the standards adopted should be as a minimum, equivalent to those standards required by Gymshark.

### **REQUIREMENTS**

In order to adhere to Gymshark's Union Engagement Policy, Supply Chain Partners must ensure the following requirements are met:

- If worker representatives are seeking to form, are in the process of forming, or have joined a union in the factory, supply partners shall not use any form of physical or psychological violence, threats, intimidation, retaliation, harassment or abuse against union representatives and workers.
- Anti-union violence, harassment or abuse shall not be used against workers' organizations or workers participating or intending to participate in formal or informal organizing lawful activities, including strikes.
- No employment decision should be based on union affiliation or sympathy, which negatively affect workers based wholly or in part on a workers' union membership or participation in union activity, including the formation of a union, previous employment in a unionized facility, participation in collective bargaining efforts or participation in a legal strike.



- While assessing specific hazards or risks of harassment and abuse in the workplace, including gender-based violence, worker/union representatives should be consulted.
- Supply Chain Partners shall not use blacklists to restrict freedom of association, for instance blacklists based on union membership or participation in union activity.
- Supply Chain Partners should also respect the decision of workers should they decide not to take up union affiliation.
- Workers who have been unjustly dismissed, demoted or otherwise suffered a loss of rights and privileges at work due to an act of union discrimination shall, subject to national laws, be entitled to restoration of all the rights and privileges lost, including reinstatement and retroactive payment of wages, if they so desire.
- Supply Chain Partners shall comply with all relevant provisions where national laws provide special protection to workers or worker representatives engaged in a particular union activity (such as union formation) or to worker representatives with a particular status (such as founding union members or current union office holders).
- Supply Chain Partners shall not (threaten to) shift production or close a workplace site in an attempt to prevent the formation of a union, in reaction to the formation of a union, or in reaction to any other legitimate exercise of the right to freedom of association and collective bargaining, including the right to strike, or in an effort to break up a union.
- Supply Chain Partners shall not offer or use severance pay in any form or under any other name as a means of contravening the right to freedom of association, including attempts to prevent or restrict union formation or union activity, including strikes.
- Supply Chain Partners shall not interfere with the right to freedom of association by favouring one workers' organization over another. In cases where a single union represents workers, no attempt should be made to influence or interfere in any way in workers' ability to form other organizations that represent workers.
- Supply Chain Partners shall not in any way threaten the use of or use the presence of police or military, to prevent, disrupt or break up any activities that constitute an exercise of the right to freedom of association, including union meetings, assemblies, and strikes.
- Supply Chain Partners shall bargain with any union that has been recognized by law or by agreement between the employer and that union, provided such agreement does not contravene national law.
- Supply Chain Partners unions and workers shall honour in good faith, for the term of the agreement, the terms of any collective bargaining agreement they have agreed to and signed.
- Where a union exists in the workplace, Supply Chain Partners shall make a copy of the collective bargaining agreement available to all workers and other interested parties including Gymshark.
- Unions not recognized as a bargaining agent of some or all of the workers in a facility shall have the means for defending the occupational interests of their members, including making representations on their behalf and representing them in cases of individual grievances and disciplinary actions, within limits established by applicable law.



- Voluntary wage deductions for union membership dues, or any other union fees, can only be made with the express and written consent of individual workers unless (in the case of union dues and fees) specified otherwise in freely negotiated and valid collective bargaining agreements. In all cases, voluntary wage deductions must fall within the limits and conditions specified by law.

### **REPORTING AND REMEDIATION**

Supply Chain Partners must promptly notify the Gymshark Sustainability Team, immediately if there is a breach of this policy.

Supply Chain Partners are responsible for providing remedy where harm or wrongdoing to workers are identified and must develop a plan for remediation, the cost of which will be borne by your company. Gymshark will support in the development of the remediation plan, further guidance can be found in the Gymshark remediation guidance document.

If a union approaches Gymshark highlighting any issue in our supply chain or within a factory involved in the production of Gymshark goods, then we will investigate and check the validity of the union and the claims, and work constructively to address any findings with the intent of achieving a positive outcome for any workers affected.

We may decide to engage other brands operating in factory to achieve remediation.

### **MONITOR AND REVIEW**

The implementation of this policy will be monitored through Gymshark's Shared Fitness Programme.

This policy will be reviewed annually, and any changes communicated. Any comments or queries should be directed to the Director of Sustainability.





## **8. GYMSHARK SUPPLY CHAIN WHISTLEBLOWING POLICY**

### **PURPOSE**

One of Gymshark's core values is to "do the right thing". Gymshark is committed to conducting its business with honesty and integrity and expects its Supply Chain Partners, factories and subcontractors to operate to the same high standards.

This whistleblowing policy sets out our commitments to encouraging supply chain workers to speak up about any concerns or suspected wrongdoing, with the reassurance that concerns will be taken seriously, addressed promptly, confidentially and without fear of reprisals, even if those concerns turn out to be mistaken.

### **STATEMENT**

Employees are often the first to realise that there may be something seriously wrong within a place of work. Gymshark considers it a positive act to speak up and raise concerns and our aim is to ensure employees can report legitimate concerns in confidence and be protected from any victimisation because of their disclosure. We believe that use of a whistle-blowing procedure indicates a healthy and trusted business.

Whistleblowing is when an employee reports concerns of suspected misconduct, illegal practices at work, or an organisations failure to act, for example where anyone is working:

- Against their will.
- Being paid less than legal wage of the country, holiday pay, statutory payment.
- Working in unsafe and dangerous conditions.
- Having deductions made not covered by law.
- Being treated unfairly or discriminated against.
- Having their personal identity documents retained.

Whistleblowing can make a valuable contribution and support the long-term success of an organization as it encourages freedom of speech and improvements that support positive change.

### **SCOPE**

This policy applies to all employees of your company, including anyone working at affiliates or sub-contractors, which are involved in the manufacture and/or supply of goods and/or services to Gymshark. You are responsible for the dissemination, adoption and implementation of this Policy within your company and for ensuring that your company adopts its own policies and procedures in your supply chain, the standards adopted should be as a minimum, equivalent to those standards required by Gymshark.

Any grievances that relate to the company, subcontractor's internal organisation, operations and practices should be dealt with formally through your company's normal reporting channels, policies or procedures. Such issues are not covered under Gymshark's Whistleblowing Policy.

### **REPORTING CONCERNS**



We have developed a Whistleblowing procedure to enable our supply partners, their employees, factories and contractors to report concerns or suspicions about any wrongdoing or malpractice.

If you have genuine concerns about suspected wrongdoing, it should be reported to Gymshark via [transparency@gymshark.tech](mailto:transparency@gymshark.tech) Even if you do not have firm evidence, you can still raise a concern, but must ensure that any report is made in good faith and that you believe that the wrongdoing has been, is being or is likely to be committed.

### **What Information Is Required?**

When making an allegation you should include as much information as you can, focusing on:

- The nature of the conduct that concerns you.
- The details of the person that you think engaged or is engaging in the conduct that concerns you.
- When and where the conduct occurred (e.g. dates and times).
- Details of anyone else aware of or involved in the conduct.
- Details of anyone else who might support or verify your allegation.
- If you have done anything in response to the conduct that concerns you.
- What supporting information that you can provide (e.g. emails, MS Word documents).

In order to fairly investigate your concern, we will ask questions to assist with our investigations, Gymshark will review the concern/incident, make preliminary enquiries and decide if further investigation is needed. We will decide whether the enquiry should be conducted internally or the matter should be referred externally. Where possible we will advise you of the outcome of any investigations.

### **Anonymous Allegations**

We encourage whistleblowers to put their name to an allegation wherever possible as anonymous allegations may often be difficult to substantiate/prove. Allegations made anonymously are much less powerful but anonymous allegations will be considered at the discretion of the investigating team. In exercising discretion to accept an anonymous allegation the following factors are taken into account:

- The seriousness of the issue raised
- The credibility of the allegation
- Whether the allegation can realistically be investigated from factors or sources other than the complainant.

### **Untrue Allegations**

We aim to encourage openness and are committed to ensuring no one suffers any detrimental treatment because of reporting genuine concerns in good faith under this policy. Anyone who report their concerns will not be victimised or treated less favourably in anyway as a result.

If you raise a genuine concern under this policy, you will not be at risk of suffering any detriment or retaliation, nor will you be disadvantaged by speaking up whether your concern is proven or not.



### **GYMSHARK COMMITMENT**

We will take all genuine concerns raised seriously and will investigate. We hope that you will feel able to raise any concerns openly under this policy. All allegations will be treated in confidence and every effort will be made not to reveal a whistleblowers identity unless the whistleblower otherwise requests. Gymshark will not, without the whistleblowers consent, disclose the identity of a whistleblower to anyone other than a person involved (e.g. union, other brands, supplier or factory) in the investigation/allegation. Similarly, if the allegation results in court proceedings, then the whistleblower may have to give evidence in open court if the case is to be successful.

Under no circumstances shall a report made in good faith under this policy serve as a basis for any retaliatory actions against you for making a report.

### **REPORTING AND REMEDIATION**

Supply Chain Partners must promptly notify the Gymshark Sustainability Team if there is a breach of this policy.

Supply Chain Partners are responsible for providing remedy where harm or wrongdoing to workers is identified, and must develop a plan for remediation, the cost of which will be borne by your company. Gymshark will support in the development of the remediation plan.

### **MONITORING AND REVIEW**

The implementation of this policy will be monitored through Gymshark's Shared Fitness Programme.

This policy will be reviewed annually, and any changes communicated. Any comments or queries should be directed to the Director of Sustainability.