

Ethical Trading Code of Conduct

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BURBERRY

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POLICY OBJECTIVES AND SCOPE

This Ethical Trading Code of Conduct (this “Code”) sets out standards that Burberry must uphold in relation to its employees, and that our Business Associates must uphold with regards to Human Rights due diligence within their supply and value chains.

Business Associates must establish and maintain a system to deliver compliance with the relevant international and human and labour rights laws and standards, as outlined in our [Human Rights Policy](#) and this Code, which is designed to promote the protection of all workers throughout the Business Associate’s extended supply chain and operations, including any workers employed by third party contractors and recruitment agencies.

This Code is one of the mechanisms outlined in Burberry’s Human Rights Policy and is intended to address potential infringements which may arise in connection with Burberry’s operations and activities. Led by our Human Rights Impact Assessment, we are aware that human rights risks may be disproportionately found within groups of vulnerable populations, including but not limited to migrant workers. As such, separate tailored policies have been developed to address the rights and needs of these particular groups of supply chain workers. For further information please see our [Migrant Worker Policy](#).

Burberry and its Business Associates must always conform to the relevant ILO standards, including but not limited to, the ILO’s Core Conventions (for example in relation to just and favourable conditions of work, the health and safety of workers and their right to water and sanitation), the ILO’s Declaration on Fundamental Principles and Rights at Work, and the ILO Conventions on Labour Standards on Working Hours.

All Business Associates must comply with this Policy and the Code of Conduct, and such compliance is a condition of working with Burberry (whether directly or indirectly)

DEFINITIONS

Business Associates refers to any individual, entity, business, company, partnership or any other body or group associated with Burberry including, without limitation, any such individual, entity, business, company, partnership or any other body or group supplying products, goods, raw materials, components, services, real estate or anything else, directly or indirectly, to any member of the Burberry Group or otherwise working directly or indirectly with or on behalf of any member of the Burberry Group. This also includes any person (an “Indirect Supplier”) providing products, goods, raw materials, components, services or anything else to (i) a direct supplier of Burberry or any other member of the Burberry Group or (ii) any other Indirect Supplier.

Burberry Associates include, without limitation, the following:

- finished goods vendors
- raw material and/or component suppliers

- people or entities who carry out any processing on any goods directly or indirectly supplied to Burberry, including sites at which this processing takes place
- non-stock vendors
- construction contractors (and their construction sites)
- franchisees
- licensees
- joint-venture partners
- consultants
- contractors
- wholesale customers
- service providers, including circular business model service platforms
- agents
- landlords, and
- any subcontractor of the above

Receiving Country means the country where the Business Associate is located and where the worker is contracted to work.

Sending Country means the country where the worker has lived permanently or where the worker has resided before entering the contract of employment with the Business Associate.

Recruitment Fees refers to any fees paid directly or indirectly in the worker's Sending Country or Receiving Country, for administration and processing and any other amounts required to secure the worker's employment in the Receiving Country.

A **Homeworker** is defined by the International Labour Organization as a person working from their home or from other premises of their choosing, other than the workplace, for remuneration, which results in a product or service specified by their employer.

Modern Slavery encompasses any slavery, servitude, forced and compulsory labour, bonded labour, involuntary prison labour human trafficking, or analogous activity.

Child is defined as any person under the age of 18, in accordance with International Labour Organization (ILO) Convention No. 138 (Minimum Age Convention, 1973) and Convention No. 182 (Worst Forms of Child Labour Convention, 1999).

Child Labour is defined, in accordance with International Labour Organisation (ILO) standards¹, as work that deprives a Child of their childhood, their potential and their dignity, and that is mentally, physically, socially or morally dangerous and harmful to a Child and/or interferes with their schooling.

¹ As defined by the ILO Convention No. 138 on Minimum Age and the ILO Convention 182 on the Worst Forms of Child Labour

Young Worker refers to a young person above the applicable minimum age for admission to employment in work and below the age of 18.

Hazardous Conditions refers to the conditions outlined in Article 3 (d) of the ILO Convention No. 182 on the Worst Forms of Child Labour Convention (1999): work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children. This includes but is not limited to exposure to hazardous chemicals; operating heavy machinery; manual lifting; working overtime; or working at night.

INTRODUCTION

Burberry recognises that within its supply chain there are many different countries each with their own laws, cultures, norms and traditions, which Burberry acknowledges and respects. Some Business Associates will face more complex issues than others in implementing this Code. Burberry is committed to working with all relevant bodies to deliver effective action plans for change. Burberry believes that, by working together with all Business Associates, Burberry can strengthen our business and improve the quality of life of the people within Burberry's value chain.

DUTIES AND RESPONSIBILITIES

Overall accountability for the implementation of this policy sits with the Vice President of Corporate Responsibility, who is responsible for ensuring the policy is effectively embedded across the value chain. Oversight of this policy, including governance, escalation, and decision-making, is provided by the Ethics Committee. The Committee receives regular updates and reviews any significant risks or non-compliance, as well as approving corrective actions where required. This policy is reviewed annually and approved by the Committee.

Burberry will provide reasonable assistance to the Business Associate in the implementation of this Code and may monitor such implementation using a variety of methods including audits and site visits to assess performance against the requirements set out herein.

For the purpose of assessing compliance with this Code, Burberry and/or its authorised representatives, agents or professional advisors must be given immediate unaccompanied access to the Business Associate's relevant site, as well as any site where any workers may reside, including without giving prior notice to the Business Associate. Any breach of this Code observed at a Business Associate's site(s) shall be handled in accordance with Burberry's [Partner Non-Compliance Policy](#).

Burberry is committed to working collaboratively with industry partners, government organisations, non-governmental organisations (NGOs) and trade unions to implement this Code effectively and use the most relevant techniques to assess adherence.

POLICY

The standards outlined below are mandatory for all Business Associates.

1. Employment shall be freely chosen

1.1 Under no circumstances shall Burberry or any Business Associate use or in any way benefit from any form of Modern Slavery, including but not limited to, forced, bonded or involuntary prison labour.

1.2 Workers must not be required to lodge "deposits" or their identity papers with their employer and must be free to leave their employer after reasonable notice. Workers must never pay any Recruitment Fees to Burberry or any Business Associate.

2. Freedom of association and the right to collective bargaining shall be respected

2.1 Workers, without distinction, have the right to join or form trade unions of their own choice and to bargain collectively.

2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.

2.3 Worker representatives must not be discriminated against and must have access to carry out their representative functions in the workplace.

2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

3. Working conditions shall be safe and hygienic

3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practical, the causes of hazards inherent in the working environment.

3.2 As a minimum, all workplaces and buildings must be compliant with local laws and regulations (including applicable structural, fire and electrical safety standards).

3.3 Workers shall receive regular and recorded health and safety training provided by the Business Associate, and such training shall be repeated for new or reassigned workers.

3.4 Access to clean toilet facilities and to potable (safe, drinkable) water and, if appropriate, clean sanitary facilities for food storage shall be provided.

3.5 Employer-provided accommodation should be safe, clean and hygienic, with potable and running water, adequate sanitary facilities, as well as temperature-control equipment where necessary. Buildings should meet all laws concerning multiple occupancy dwelling and local building regulations.

3.6 Each Business Associate shall assign responsibility for health and safety to a senior management representative.

4. Child Labour shall not be used

4.1 There shall be no Child Labour.

4.2 Young Workers over 16 years old but below 18 years old (or over 15 years old but below 18 years old in countries where 15 is the minimum age a person can be legally employed full-time) shall not work at night or in Hazardous Conditions.

4.3 Business Associates must strictly comply with all applicable local, national, and international laws and regulations governing the employment, protection, and working conditions of Young Workers under the age of 18, and maintain verifiable documentation of age.

5. Living Wages shall be paid

5.1 Wages and benefits paid for a standard working week must meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide reasonable discretionary income.

5.2 All workers shall be provided with clear, written information about their employment conditions in respect to wages before they commence their employment and about the particulars of their wages for the pay period concerned each time they are paid.

5.3 All wages, including payment for overtime, shall be paid directly and in full within legally defined time limits. When no time limits are defined by law, compensation shall be paid at least once a month.

5.4 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without informing the workers in advance of which scenarios may lead to deductions. All disciplinary measures must be recorded.

6. Working hours are not excessive

6.1 Working hours must comply with national laws, collective agreements, and the provisions of Sections 6.2 to 6.7 below, whichever affords the greater protection for workers.

6.2 Working hours, excluding overtime, shall be defined by contract and shall not exceed 48 hours per week.

6.3 Any overtime work shall be voluntary. Overtime shall be used responsibly, taking into account the extent, frequency, and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.

6.4 The total hours worked in any 7-day period shall not exceed 60 hours (including overtime), except in accordance with paragraph 6.5 below.

6.5 Working hours may exceed 60 hours in any 7-day period only in the following exceptional circumstances: (i) the requirement to work such hours is out of the ordinary and out of the control of the employer, for example in response to earthquakes, floods, fires, or national emergencies; or (ii) during periods of prolonged political instability. The definition does not include peak production periods, which can be planned for, or holidays or seasonal fluctuations.

6.6 Workers shall be entitled to at least 24 consecutive hours of rest in every 7-day period or, where required by national law, 2 days off in every 14-day period. If workers must work on a rest day, an alternative consecutive 24 hours must be provided within that same seven-day period or immediately following.

6.7 Workers have the right to periodic holidays with pay, in accordance with applicable laws.

7. Discrimination shall not be practiced

7.1 There shall be no discrimination in hiring, compensation, access to training, promotion, discipline, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation. This should include the prohibition of discriminatory practices, such as pregnancy testing and compensation discrimination.

8. Regular employment shall be provided

8.1 To every extent possible, work performed must be on the basis of a recognised employment relationship established through national law and practice.

8.2 Obligations to workers under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided. The use of labour-only contracting, subcontracting, or Homeworker arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment are not permitted, nor is the excessive use of fixed-term or flexible hour contracts of employment.

9. Harsh or inhumane treatment shall not be allowed

9.1 Physical abuse, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation (e.g. limited access to facilities, restraining freedom of movement) shall be prohibited.

9.2 Business Associates are required to have a formal disciplinary and grievance appeal procedure with documented records of individual disciplinary hearings. Such a procedure supports fair treatment of workers.

10. The environment shall be protected

10.1 Business Associates shall carry out their activities in accordance with national laws, regulations, administrative practices and policies relating to the preservation of the environment of the countries in which they operate as well as in accordance with relevant international agreements, principles, objectives, responsibilities and standards with regard to the environment including, but not limited to, Burberry's [Global Environmental Policy](#).

11. Workers shall have legal entitlement to work

11.1 Business Associates should only employ or use workers with a legal right to work in the country.

11.2 The Business Associate must validate, by reviewing original documents and then returning them to the workers, all workers' and employment agency workers' legal right to work.

11.3 Employment agencies can only supply workers registered with them.

11.4 The Business Associate is expected to establish a process that effectively monitors the provisions of this paragraph.

12. Sub-contracting and home working

12.1 Business Associates are not authorised to sub-contract any part of their business related to the production of goods or services they provide either directly or indirectly to Burberry, without the prior written consent and approval of Burberry.

12.2 Similarly, sub-contractors are not authorised to sub-contract any part of their business related to the production of goods or services they provide either

directly or indirectly to Burberry, without the prior written consent and approval of Burberry.

12.3 Homeworking is not authorised without the prior written consent and approval of Burberry.

13. Grievance Mechanisms

Burberry and its Business Associates will use reasonable endeavours to offer workers and other stakeholders a confidential means to report any actual or potential breach of Burberry's Code of Conduct (which includes this Code) through the relevant grievance mechanisms.

Burberry Confidential is our global grievance mechanism available to all of our stakeholders, including key rightsholder groups in countries where we are present and it is legally permitted. It ensures we have a legitimate, accessible, predictable, equitable, transparent and rights-compatible mechanism available to rightsholders. Our grievance mechanism is used to ensure that human rights violations or any other breaches of Burberry's Code of Conduct are reported, not replicated nor allowed to worsen.

Business Associates are required to make Burberry Confidential available to all workers, to enable workers to submit complaints where they have legitimate concerns regarding human rights impacts or any other breaches of Burberry's Code of Conduct.

Business Associates are required to ensure materials outlining how Burberry Confidential can be accessed and are made available to workers and fully visible across their premises as per Burberry's instructions. Such materials shall be provided by Burberry from time to time.

We have zero tolerance for retaliation against anyone raising a complaint of any kind and will respect the rights of any stakeholders raising human rights related concerns including human rights defenders. We also expect all our Business Associates to respect the rights of human rights defenders.

TRAINING

Burberry will educate its people on human rights and support them in their compliance with this Code. Training is provided for relevant staff through our mandatory training modules and through access through our staff intranet to all relevant Codes and Policies.

Training is provided to our Business Associates through our onboarding process, and all relevant Codes and Policies are shared with Business Associates and are to be disseminated throughout our value chain.

STAKEHOLDER ENGAGEMENT AND COMMUNICATION

Burberry will engage, where relevant, in multi-stakeholder dialogue on the issue of human rights. Burberry is committed to engaging with potential or affected

stakeholders and their representatives through its Human Rights Impact Assessments and Ethical Trading Programme as key elements of its Human Rights Due Diligence approach.

This Code is made publicly available on Burberrypc.com; it is also shared with new Business Associates during onboarding and available to staff via the intranet.

Business associates are able to contact the Corporate Responsibility, People Team at Corporate.Responsibility@burberry.com for any associated procedures around implementation of this policy.

IMPLEMENTATION

Measurable steps, such as the onsite inspection of a Business Associate's facilities, will be carried out to assess whether the standards set forth in this Code are being properly implemented and complied with.

Business Associates are expected to identify and correct any activities that conflict with this Code via verifiable continual improvement programmes agreed by Burberry.

Business Associates shall immediately report any breaches of this Code together with a schedule for corrective action to be reviewed and agreed by Burberry.

Where breaches of this Code persist, Burberry may consider termination of the business relationship with the Business Associate concerned, in accordance with our Partner Non-Compliance Policy.