

DAVID'STM

BRIDAL

Vendor Compliance Code of Conduct (v.080719)

Appendix B

While David's Bridal recognizes that there are different legal and cultural environments in which vendors operate throughout the world, this Code of Conduct sets forth the basic minimum requirements vendors must meet in order to do business with David's Bridal. The Code of Conduct also provides the foundation for David's Bridal's ongoing evaluation of compliance by vendors with the Code of Conduct.

David's Bridal strongly encourages vendors to exceed this Code of Conduct and promote best practices and compliance by vendors with the Code of Conduct in all of their operations, including without limitation by the third parties that vendors engage in connection with its operations and also in the factories or other facilities in which vendor and such third parties manufacture merchandise or otherwise conduct business. For questions or for information about this Code of Conduct please e-mail the Vendor Compliance department at VendorCompliance@dbi.com.

A. LAWS & REGULATIONS

All David's Bridal vendors must operate in full compliance with all applicable local and national laws, rules and regulations pertaining to all aspects of factory operations in the jurisdiction of which they conduct business.

B. EMPLOYMENT PRACTICES

David's Bridal will only do business with vendors whose workers are treated fairly and who in all cases are present voluntarily, not put at risk of physical harm, fairly compensated, and allowed the right of free association and not exploited in any way. Vendors shall ensure procedures are in place by which workers, alleging violations of this Code of Conduct, may do so without fear of negative repercussions.

In addition, David's Bridal vendors must adhere to the following:

- **Wages and Benefits:**

David's Bridal vendors must pay workers wages and legally mandated benefits that comply with the higher of (a) any applicable law, or (b) to match the prevailing local manufacturing or industry practices. In addition to their compensation for regular hours of work, workers shall be compensated for overtime hours at such premium rates as are legally required, or in those countries where such laws do not exist, at least equal to their regular hourly wage rate. David's Bridal recognizes that wages are essential to meet workers' basic needs. David's Bridal will seek and favor vendors who are committed to the betterment of wages and benefits within their facilities.

- **Working Hours:**

David's Bridal expects its vendors to operate based on prevailing local work hours. Except in extraordinary circumstances, vendors shall limit the number of hours that workers may work on a regularly scheduled basis to the legal limit on regular and overtime hours established by local laws and regulations in the jurisdiction in which they manufacture. Subject to the requirements of local law, a regularly scheduled workweek of no more than sixty (60) hours and one day off in every seven (7) day period are encouraged. Vendors will comply with applicable laws that entitle workers to vacation time, leave periods and holidays. Vendors must regularly provide reasonable rest periods and one day off within a seven-day period.

Any time worked over the norm for the area should be compensated as prescribed by the local laws. Whenever a worker is present in a facility, the worker's time must be recorded and the worker properly compensated. This applies to both regular and overtime hours and any time used for work preparations or repairs.

- **Child Labor:**

USE OF CHILD LABOR IS STRICTLY PROHIBITED. Vendors must: observe all legal requirements for the work of authorized minors, particularly those relating to - hours of work, wages, minimum education, and working conditions. David's Bridal supports the development of legitimate, workplace apprenticeship programs and vendors will be expected to comply with all laws and regulations applicable to such apprenticeship programs.

"Child" is defined as a person who is younger than 15 or younger than the age for completing compulsory education in the country where such age is higher than 15. David's Bridal will not utilize vendors who use or permit the use of child labor in any of their facilities.

- **Prison Labor / Forced Labor:**

Vendors will not use or permit the use of bonded labor, indentured labor, prison labor, or Forced Labor in the manufacture or finishing of products ordered by David's Bridal or otherwise in connection with the performance of its obligations to David's Bridal. Nor will David's Bridal knowingly purchase materials from vendors utilizing bonded labor, indentured labor, prison labor or Forced Labor. "Forced Labor" is defined as any work or service which is extracted from any person under the threat of penalty for its nonperformance and for which the worker does not offer himself voluntarily. An employer involuntarily keeping workers identification documents is prohibited.

- **Discrimination:**

While David's Bridal recognizes and respects cultural differences, employment (hiring, wages, benefits, advancement, termination, and retirement) shall be based on the workers' ability and not on personal characteristics. David's Bridal believes that workers should be employed on the basis of their ability to do the job, rather than on the basis of gender, age, disability, sexual orientation, racial characteristics, cultural or religious beliefs or similar factors. David's Bridal will not utilize vendors who discriminate against workers on the basis of gender, age, disability, sexual orientation, racial characteristics, cultural or religious beliefs, social or ethnic origin, nationality, or similar factors.

- **Free Association:**

Workers must be free to join organizations of their own choice. Vendors shall recognize and respect the rights of workers to freedom of association and collective bargaining. Workers shall not be subject to intimidation or harassment in the peaceful exercise of their legal right to join or to refrain from joining an organization.

- **Disciplinary Practices:**

All vendors must treat all workers with respect and dignity. David's Bridal will not utilize vendors who use, or permit the use of corporal punishment, physical, sexual, psychological or verbal harassment or other forms of mental or physical coercion, abuse or intimidation. Vendors shall not use, or permit the use of fines as a disciplinary practice.

- **Women's Rights:**

All vendors will ensure that workers who are women receive equal treatment in all aspects of employment. Pregnancy tests will not be a condition of employment or continuation thereof and pregnancy testing, to the extent it is provided, will be voluntary and at the option of the worker. Workers will not be exposed to hazards that may endanger their reproductive health and vendors will not force workers to use contraception.

- **Health and Safety:**

David's Bridal will only utilize vendors who provide workers with a clean, safe and healthful work environment designated to prevent accidents and injuries arising out of or occurring while in the course of work or as a result of the operation of a vendor's facility. All vendors must comply with all applicable, legally mandated standards for workplace health and safety. Where applicable, vendors who provide residential facilities for their workers must provide safe and healthy facilities, separate from production facilities that comply with legally mandated standards for health and safety.

C. ETHICAL STANDARDS

David's Bridal will seek to identify and work with vendors who aspire as individuals and in the conduct of their business to a set of ethical standards which are compatible with David's Bridal standards. Bribes, kickbacks or other similar unlawful or improper payments are strictly prohibited to be given to any person or entity to obtain or retain business. Vendors must comply with the Foreign Corrupt Practices Act, which prohibits giving money or anything of value to foreign government officials, foreign political parties, or foreign political candidates for the purpose of influencing a foreign government. This includes giving payments or anything of value to intermediaries, such as sales representatives. Any cash payment by vendor, or vendor giving of a non-cash item with a retail value (or wholesale cost if a product is produced by vendor) of \$100 or more will violate this prohibition.

D. ENVIRONMENTAL REQUIREMENTS

David's Bridal will only do business with vendors who comply with all applicable government laws and regulations within the jurisdiction in which they operate and strive to meet or exceed industry-wide international best practices.

E. LEGAL REQUIREMENTS

Vendors must comply with all applicable laws, rules, regulations, standards, and guidelines (collectively "Laws"), in the jurisdictions in which David's Bridal operates, including without limitation those pertaining to aspects of factory operations and those listed on Exhibit A attached hereto and incorporated herein. This includes compliance with this Vendor Compliance Manual, Code of Conduct, and the terms and conditions of Purchase Orders issued by David's Bridal or on David's Bridal behalf. Vendors' manufacturing facilities must comply with US Customs-Trade Partnership Against Terrorism (C-TPAT) requirements, and Vendors agree to abide by the U.S. country of origin regulations which govern quota classification and the marking of products.

F. COMMUNICATION

All vendors must post the Code of Conduct in places in their factories readily accessible to workers, translated into the language of the workers and supervisors and communicate these provisions to all workers. Vendors shall take appropriate steps to ensure the provisions of this Code of Conduct are communicated to all workers. Upon employment, as part of worker orientation, the Code of Conduct shall be presented to workers and explained to them. From time to time vendors shall periodically review this Code of Conduct with workers.

G. MONITORING COMPLIANCE

David's Bridal takes affirmative measures to monitor compliance with the David's Bridal Code of Conduct, David's Bridal Vendor Obligations, and David's Bridal Purchase Order Terms and Conditions. Such measures include prescreening vendors, scheduled or random, announced and unannounced on-site inspections of factories by representatives or certification by vendors that vendors are complying with the provisions of the David's Bridal Code of Conduct

David's Bridal associates and representatives have been asked to be watchful for violations of David's Bridal's Code of Conduct on visits to factories or manufacturing facilities and to report questionable conduct to management for follow up and when appropriate, for corrective action.

H. RECORD KEEPING

All vendors must maintain in the factories producing merchandise for David's Bridal all documentation necessary to demonstrate compliance with David's Bridal's Code of Conduct. Vendors must furnish David's Bridal representatives reasonable access to production facilities, employment records, and workers for confidential interviews in connection with monitoring factory or inspection visits. Vendors must promptly respond to reasonable inquiries and requests for documentation by representatives concerning the operations of factories with respect to this Code of Conduct.

I. SUBCONTRACTING

In addition to any other restrictions or subcontracting contained in vendors agreement with David's Bridal, vendors shall not utilize subcontractors for the production of merchandise, or components thereof, without David's Bridal's prior written approval and only after the subcontractor has agreed to comply with the David's Bridal Code of Conduct. Vendors shall require each approved subcontractor to abide by the Code of Conduct. Vendors shall be held accountable for a subcontractor's failure to abide by David's Bridal's Code of Conduct. After approval, David's Bridal reserves the right to request subcontractor compliance information from vendors.

J. CORRECTIVE ACTION

If a Contractor is in violation of David's Bridal's Code of Conduct, David's Bridal will work with the vendors to remediate the violation if at all possible. If this effort is unsuccessful or not possible, David's Bridal shall reevaluate its business relationship with the vendors and shall take appropriate corrective action. Corrective action may include cancellation of the affected order, prohibition of subsequent use of a factory or termination of David's Bridal's business relationship with any vendors found to be in violation of this Code of Conduct, or exercising any other rights and remedies to which David's Bridal may be entitled under Purchase Orders issued by David's Bridal or on behalf of David's Bridal, at law or otherwise.

K. COUNTRY EXCEPTIONS

Vendors will not produce merchandise for David's Bridal, in countries that are considered by the United States or other applicable international governing bodies (i.e., United Nations) to deny basic human rights, or are subject to economic United States or international sanctions or import bans. David's Bridal will not initiate or continue its business relationship with vendors that produce merchandise for David's Bridal where there are gross and systematic violations of human rights and when there is a recognized movement from within the country calling for withdrawal.

Notice: Any changes, revisions, modifications, and/or alterations to the Code of Conduct made by the vendor will not be accepted.

For questions or for information pertaining to David's Bridal's Code of Conduct, send an email to the Vendor Compliance department at VendorCompliance@dbi.com. You may also call your respective Buyer.

Vendor's execution of the Vendor's Acknowledgement Form shall constitute vendor's agreement to be bound by David's Bridal's "Vendor Code of Conduct".

David's Bridal Vendor Compliance Code of Conduct

EXHIBIT A

In addition to and without limiting vendors obligations and representations and warranties regarding compliance with all Laws contained in its agreements with David's Bridal, vendor further represents and warrants, as applicable to vendor or to vendor's performance of its agreements with David's Bridal, as of the date hereof and at all times during the term of any such agreements that:

1. All goods and services provided by vendor and all equipment and labor used in providing the goods or services comply with all Laws, whether currently in force or hereafter amended or enacted, including without limitation regarding the manufacture, packaging, labeling, transportation and quality, and that:
 - (i) the employment practices of vendor and vendor's third party contractor(s) conform with the Fair Labor Standards Act and/or all other applicable labor, safety and health laws, codes, rules and regulations, including laws relating to the employment of children, and vendor and vendor's third party contractor(s) are not using prison, convict, forced or indentured labor, and vendor and vendor's third party contractor(s) are not using workers who are deemed to be illegal aliens or anyone else not lawfully permitted to be employed in the United States or other applicable Country of Origin;
 - (ii) goods are manufactured, packaged, marked, labeled, placarded, tagged, delivered and/or invoiced in compliance with applicable provisions of the Consumer Product Safety Act, the Consumer Product Safety Improvement Act of 2008, the Textile Fiber Product Identification Act, the Fur Products Labeling Act, the Wool Products Act, the Flammable Fabrics Act, the Occupational Safety and Health Act of 1970, Fair Packaging and Labeling Act, Magnuson Moss Warranty–Federal Trade Commission Improvement Act, Federal Hazardous Substances Act, the Hazardous Materials Transportation Act, Toxic Substances and Control Act, Federal Insecticides, Fungicides and Rodenticides Act, the California Lead-Containing Jewelry Law, the Illinois Lead Poisoning Protection Act of 2006, the Minnesota Lead-Containing Jewelry Law, the City of Baltimore, Maryland Regulatory Action on Lead in Children's Jewelry, and Interstate Commerce Commission, the Department of Transportation and any applicable Federal Trade Commission and Consumer Product Safety Commission Rules, Regulations and Standards, including in all instances, any subsequent amendments thereto and applicable regulations thereunder;
 - (iii) in the case of goods that are imported into the United States:
 - (a) the prices(s) of the goods do(es) not violate United States Anti-Dumping laws. In the event that a preliminary determination is made by the administering authority pursuant to 19 U.S.C. §1673(b) that an industry in the United States is materially injured, or is threatened with material injury, or the establishment of an industry in the United States is materially retarded by reason of imports of the goods or merchandise similar to the goods, David's Bridal may cancel at any time, without penalty, its obligations under any agreement with vendor. Vendor further agrees to reimburse David's Bridal for any dumping duties which David's Bridal is required to pay on goods. David's Bridal shall have the right to cancel any agreement, prior to taking delivery of goods without any liability whatsoever to vendor in the event that the goods are subject to any embargo, quota restrictions prohibiting export or import, or any boycott of the goods within the United States; and

(b) in accordance with 18 U.S.C. § 1761, 19 U.S.C. § 1307 and 19 C.F.R. 12.42, goods are not manufactured, mined or produced by prison, convict, forced or indentured labor.

2. All invoices, declarations, affidavits, letters, papers, or other statements written or verbal pertaining to goods purchased are complete and contain no material omissions or fraudulent or false information in violation of the United States Tariff Act of 1930, as amended;
3. All goods sold to David's Bridal are accompanied by a copy of the Material Safety Data Sheet, if goods are subject to such, Compliance Certificates, if goods are subject to such, and any special safety requirements relating to the goods, including for any product application, which are recommended by the manufacturer and/or required by Law; vendor will notify David's Bridal of (i) any future special safety requirements relating to any of the goods sold to David's Bridal and (ii) any changes relating to any Material Safety Data Sheet or Compliance Certificates provided to David's Bridal or of any special safety requirements which are recommended by the manufacturer and/or required by Law;
4. Vendor is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control, and that vendor is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity; Neither vendor nor its constituents nor its affiliates are in violation of any laws relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended; and
5. Vendor's manufacturing facilities are encouraged to comply with US Customs-Trade Partnership Against Terrorism (C-TPAT) requirements.

VENDOR ACKNOWLEDGES THAT THE FOREGOING REFERENCES TO SPECIFIC UNITED STATES LAWS IS NOT EXHAUSTIVE AND IT IS VENDOR'S RESPONSIBILITY TO IDENTIFY AND COMPLY WITH ALL LAWS APPLICABLE TO VENDOR OR TO VENDOR'S PERFORMANCE OF ITS AGREEMENTS WITH DAVID'S BRIDAL, INCLUDING LAWS OF OTHER COUNTRIES THAT MAY BE APPLICABLE.