



ETHICAL CODE OF CONDUCT

Legends is one of the world's leading hospitality and merchandise providers for sports and other venues throughout the world. As with all areas of our business, Legends believes that it has a responsibility to all its stakeholders in all respects of its operations, from our customers to the workers who make the products and provide the services we in turn provide to others.

Legends intends to provide its customers with products and services that have been produced and provided under verified, ethical conditions. That means the goods must have been produced: (1) lawfully, through fair and honest dealing; (2) without exploiting the people who made them; (3) in suitable working conditions; and (4) without damaging the environment.

This "**Ethical Code of Conduct**" is a mandatory requirement and will be subject to audit. In order to achieve this, Legends expects all Suppliers to: (1) adopt an open and transparent set of policies and procedures for monitoring activities that will be implemented, and (2) give its full cooperation to auditors.

The Ethical Code of Conduct is applicable for all Supplier's workers, including part-time, temporary and migrant workers, as well as volunteers, apprentices and interns. Supplier must ensure that sub-suppliers (including any home workers) or sub-contractors are made aware of the Ethical Code of Conduct and that they are required to comply with it as well.

The Ethical Code of Conduct is drawn up according certain best practices, applicable laws, and other guidance including, but not limited to, Ethical Trading Initiative Base Code promulgated by the International Labor Organization. To the extent that any local or applicable laws are higher than the Ethical Code of Conduct in any of the countries where Supplier or any of its agents, vendors, sub-suppliers, or subcontractors operate, then the higher standard shall always apply.

To the extent that there is conflict between an applicable law and this Ethical Code of Conduct then Supplier shall be required to notify Legends of such conflict and the parties shall cooperate in good faith towards a resolution thereof.

In the event Supplier fails to adhere to the Ethical Code of Conduct then Supplier shall cooperate with Legends towards an acceptable solution; provided, however, in the event of any material or persistent breach or failure to take any corrective action in the event of a breach, then Legends reserves the right to terminate any agreement and/or discontinue any further relationship with Supplier.

The objective of the Ethical Code of Conduct is that its implementation will improve the working conditions for all workers and is as follows:

- I. **COMPLIANCE WITH LOCAL LAWS**. Supplier must be in full compliance with the laws and regulations in the countries where it operates.
- II. **FREELY CHOSEN EMPLOYMENT**. Supplier affirms that:
 - A. There is no forced, bonded or involuntary prison labor; and



- B. Workers are not required to lodge “deposits” or their identity papers with their employer and are free to leave their employer after reasonable notice.

III. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED.

Supplier shall ensure that:

- A. Its workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively;
- B. It shall not prohibit, frustrate, or otherwise interfere with the activities of trade unions and their organizational activities;
- C. Any worker representatives are not discriminated against and have access to carry out their representative functions in the workplace; and
- D. To the extent the freedom of association and collective bargaining is restricted under law, then the Supplier agrees to facilitate, without hinderance, the development of parallel means for independent and free association and bargaining.

IV. WORKING CONDITIONS ARE SAFE AND HYGIENIC. Supplier shall maintain:

- A. A safe and hygienic working environment that conforms to the applicable industry standards including but not limited to those necessary for any specific hazards;
- B. Preventative policies and procedures aimed at preventing and mitigating accidents and injuries to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment;
- C. A policy to ensure that all workers receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers;
- D. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided;
- E. A policy for any accommodations, where provided, shall be clean, safe, and meet the basic needs of the workers;
- F. A senior management representative for health and safety enforcement and compliance; and
- G. A policy to ensure reasonable accommodations for workers with disabilities.

V. CHILD LABOR SHALL NOT BE USED.

- A. Under no circumstances shall Supplier promote and facilitate the new recruitment or hiring of any child labor in violation of any applicable laws.
- B. Supplier shall develop or participate in and contribute to policies and programs which provide for the transition of any child found to be performing child labor to enable such child to attend and remain in quality education until no longer a child as per any applicable labor statue.
- C. Children and young persons under the age of eighteen (18) shall not be employed at night, for shifts longer than permitted by any applicable laws, or in any hazardous conditions.
- D. All child labor policies and procedures of Supplier must conform to the provisions of



the jurisdiction including but not limited to the International Labor Organization.

VI. LIVING WAGES ARE PAID

- A. Supplier wages and benefits paid for a standard working week shall meet, at a minimum, all applicable legal standards.
- B. It is the Supplier's policy to provide written and easily comprehensible information regarding employment conditions with respect to wages before any candidate for employment commences work. Such information shall also include the particulars of their wages for the pay period for each time that they are paid.
- C. Deductions from wages as a disciplinary measure shall be strictly prohibited and Supplier may not make such deductions as permitted by applicable law unless otherwise permitted by the worker in writing.
- D. All disciplinary measures must be recorded.

VII. WORKING HOURS ARE NOT EXCESSIVE

- A. Working hours must comply with all applicable laws, collective bargaining agreements, and the provisions of this Section VII, whichever affords the greater protection for workers.
- B. Working hours, excluding overtime, shall be defined by any applicable bargaining agreement or applicable law and shall not exceed any applicable maximums.
- C. All overtime shall be voluntary. Overtime must be used responsibly without exploitation or undue influence, taking into account all the following: (i) the extent or nature of the work; (ii) frequency and hours worked by individual workers; and (iii) the workforce as a whole. Overtime shall not be used to replace regular employment hours. Overtime shall always be compensated at the rate proscribed by applicable law.
- D. The total hours worked in any seven (7) day period must not exceed sixty (60) hours per week, except in exceptional circumstances where all of the following are met: (1i) it is permitted by applicable law; (ii) it is permitted by a collective bargaining agreement freely negotiated with a workers' organization representing a significant portion of the workforce; (iii) Supplier ensures appropriate safeguards are taken to protect the workers' health and safety; and (iv) the employer demonstrates that exceptional circumstances apply such as unexpected production peaks, accidents, or emergencies.
- E. Supplier shall make accommodations for time off for workers' religious observations and make accommodations for fasting and other religious traditions which may temporarily limit a worker's ability to perform strenuous physical labor.

VIII. NO DISCRIMINATION IS PRACTICED. Supplier shall ensure that there is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on: (A) age; (B) disability; (C) gender identity, expression or reassignment; (D) marriage or civil partnership; (E) pregnancy and maternity; (F) race or ethnicity; (G) religion or belief;



(H) sex; (I) sexual orientation; (J) country of origin or ancestry; (K) political affiliation; (L) place of birth; or (M) familial status.

IX. REGULAR EMPLOYMENT IS PROVIDED. Supplier shall ensure that:

- A. To every extent possible, work performed must be on the basis of recognized employment relationship established through applicable law and best industry practices.
- B. Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship shall not be violated or avoided through the use of labor-only contracting, sub-contracting, home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be violated or avoided through the excessive use of fixed-term contracts of employment.

X. NO HARSH OR INHUMANE TREATMENT IS ALLOWED. Physical abuse or discipline, imprisonment, or confinement, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be strictly prohibited and grounds for the unilateral right of termination by Legends of any all agreements with Supplier.

XI. ENVIRONMENTAL PROTECTION

- A. Supplier shall comply with all relevant laws and regulations regarding the protection and preservation of the environment.
- B. Supplier must appoint a senior manager to take responsibility for the facility's environmental compliance. This manager's duties must include a requirement to undertake impact assessments for all activities and implement any improvements required.
- C. Supplier must hold valid licenses and consents for all activities and the resulting wastes, discharges, and the like. Supplier shall provide proof that it operates within any limits set.
- D. Supplier must carefully monitor discharges and waste which could pollute the local environment, including the prohibition on the use of chlorofluorocarbons ("**CFC's**") the release of which may contribute to the depletion of the earth's ozone layer.
- E. Use of other chemicals shall be carefully monitored and wherever possibly potentially harmful chemicals will be replaced with less polluting ones and preferably biodegradable ones.
- F. Wherever possible, waste shall be reused or recycled so as to minimize the environmental effects.
- G. Supplier must establish targets for improvements of their environmental performance and provide evidence that Supplier is monitoring its performance against these targets.
- H. Supplier must ensure that its manufacturing processes and/or disinfecting protocols do not contribute to ground water contamination.
- I. Where practicable, the Supplier shall use recyclable, organic, biodegradable, recycled and/or other eco-friendly packaging and packing materials.



XII. BUSINESS INTEGRITY

- A. Supplier will adhere to all applicable anti-bribery and corrupt practices legislation including but not limited to the US Foreign Corrupt Practices Act and the UK Anti- Bribery Act. There shall be no improper advantage sought, including the payment of bribes, to secure delivery of goods or services to Legends.
- B. Supplier must have documented policies and procedures relating to the above and implement these within its organization.
- C. Supplier, where reasonably practicable, shall extend these principles through its supply chain.
- D. Supplier will comply with any intellectual property or data privacy requirements contracted with Legends.
- E. With regards to any Invitation to Bid or Request for Proposal processes, Supplier may not engage in any collusion or other bid-rigging schemes with other potential bidders.

XIII. COMMUNICATION AND SUPERVISION

- A. Supplier will cooperate fully with any representatives of Legends or third parties appointed by Legends to carry out audits, which monitor compliance with the observance of this Ethical Code of Conduct. All audits will be conditioned upon Legends or its representatives entering into a confidentiality agreement satisfactory to Supplier.
- B. Supplier will provide any such representative with access to the necessary documentation and means to ensure this process.
- C. The standards in this Ethical Code of Conduct must be communicated to all existing workers as well as any new workers.
- D. The Supplier must make sure that all workers are informed regularly about the codes and the requirements to meet these requirements. In areas with a low level of literacy or for workers with visual disabilities, the Ethical Code of Conduct must be communicated in an appropriate manner. The Ethical Code of Conduct must always be visible and accessible in all local language(s).