

STEVE MADDEN

Steven Madden, Ltd. Supplier Code of Conduct 2.0

At Steve Madden, we're committed to leveraging the power of fashion to be a global force for good. We therefore focus our efforts on implementing and verifying environmental and social standards across our supply chain. We commit to conducting our business responsibly and transparently, and we expect the same from our Supply Chain Partners. We engage you, our Supplier, to meet our requirements on responsible sourcing and manufacturing, and to create products with the perfect balance between people, planet, and profit.

We ask all our Suppliers, from the raw material stage to the final product, to adopt the following standards and by doing so, support us in our Corporate Social Responsibility efforts. These commitments provide guidelines for measuring Supplier social responsibility performance and aid in implementing sustainable improvements. We encourage open, ongoing discussion of compliance challenges and encourage transparency and continuous improvement.

Legal Requirements

Steven Madden, Ltd. (hereafter "Steve Madden" or "the Company") is committed to working with manufacturers, Suppliers, vendors, and agents (hereafter "Suppliers") that share the Company's goal of maintaining socially responsible and sustainable business practices. Suppliers are required to comply with all (local) laws, rules, and regulations relevant to their business. If and when local law and the Code differ or conflict, we expect Suppliers to apply the highest standard.

Steve Madden is dedicated to mutual respect in the workplace, collaboration with business colleagues, accountability to stockholders, and to managing its supply chain in accordance with the International Labor Organization's (ILO) Declaration on Fundamental Principles and Rights at Work and the United Nations Guiding Principles on Business and Human Rights (UNGPs). Toward this goal, the Company adopted this Supplier Code of Conduct (hereafter the "Code").

The Code applies to all of Steve Madden Supply Chain Partners ("Suppliers"), and the Company expects all Suppliers to not only commit to the Code but to permit ongoing monitoring to maintain Company standards. Steve Madden further requires that Suppliers further down the supply chain and subcontractors be made aware of and comply with the Code. If a Supplier fails to do so, Steve Madden may terminate that Supplier relationship.

All enterprises have the responsibility, through the process of due diligence, to identify, prevent and mitigate any adverse impact on people and the environment through their own operations and business relationships in the supply chain, as outlined in the UNGPs and OECD Guidelines. This Code is set up to follow these guidelines, as we incorporate due diligence to strengthen our Corporate Social Responsibility commitment.

Definitions

Employee: Any person directly employed or contracted by an employer, including executives, managers, supervisors, production workers and administrative employees.

Employer: Any Supplier in their role as employer to their employees and workers.

Material Safety Data Sheet (MSDS) or Safety Data Sheet (SDS): Document describing the hazards of a hazardous substance or mixture and advice on working with it in a safe manner. An MSDS or

STEVE MADDEN

SDS is intended to provide workers and emergency personnel with procedures for handling, storing, or working with that substance and includes physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, protective equipment, spill handling procedures and requirements for storage, transport and disposal.

Personal Protective Equipment (PPE): Devices used to protect employees and workers from injury or illness resulting from contact with workplace hazards including, but not limited to chemical, radiological, physical, electrical, mechanical hazards.

Restricted Substances List (RSL): A list of chemicals that are restricted in consumer products and goods that follows government regulation, law, and brand requirements. An RSL serves to ensure that chemical formulations meet the acceptable limits of chemicals that are allowed in materials and finished products with the purpose of reducing the use of hazardous substances in consumer goods and supply chains.

Steve Madden: Steven Madden, Ltd., together with its subsidiaries.

Strategic Supplier: Suppliers in which Steve Madden maintains a close, collaborative working relationship and contributes to a significant portion of the production and services.

Sub-contracting: Outsourcing of (part of) the production process to another supplier, factory, or facility, including but not limited to sewing, cutting, embroidery, dyeing, washing, ironing, packing, screen-printing.

Supplier: Includes all manufacturers, suppliers, vendors, and agents that are part of the Steve Madden global supply chain and who are involved in or contribute to product execution and delivery of any Steve Madden products and services.

Tier-1 Supplier: Suppliers that we, Steve Madden, directly conduct business with such as contracted manufacturing facilities or production partners.

Vendor: Suppliers are also commonly referred to as vendors.

Worker: Any person hired directly by the Supplier or hired indirectly through a third party, to work on the production or to provide support thereof.

The Steve Madden Code Standards

1. Human Trafficking, Slavery, and Forced Labor. This commitment is based on upholding ILO Conventions 29 and 105, ILO Recommendation 35.

1.1 Human Trafficking, Slavery, and Forced Labor. We do not accept any form of involuntary or forced labor at any stage of the supply chain, including the use of prison labor, indentured labor, bonded labor, or labor obtained through human trafficking or slavery. All work must be conducted on a voluntary basis and not under threat of any penalty or sanction. Suppliers are prohibited from restricting movement, retaining identity documents, or withholding wages to prevent workers from leaving at will. Employees shall be free to leave their employment after reasonable notice.

1.2 Modern Slavery Act. The UK Modern Slavery Act was enacted in 2015 to create more transparency throughout supply chains to uncover modern slavery and human trafficking. Steve Madden is fully committed to identify, prevent, and mitigate modern slavery in our operations and supply chain and we ask our Suppliers for their full support. We encourage all Suppliers and their employees to report any suspicion of slavery or human trafficking without fear of retaliation. We require all Suppliers to attest that:

- they don't use any form of forced compulsory or slave labor;

STEVE MADDEN

- their employees work voluntarily and are entitled to leave work;
- they provide each employee with an employment contract that contains a reasonable notice period for terminating their employment;
- they don't require employees to post a deposit/bond and don't withhold their salaries for any reason; and
- they don't require employees to surrender their passports or work permits as a condition of employment.

2. Child Labor and Young Workers. These commitments are based on upholding ILO Conventions 10, 79, 138 and 182, Recommendation 146 and UN Convention on the Rights of the Child¹.

2.1 Child Labor. Child labor is not accepted in any part of the supply chain. Suppliers may not employ workers younger than the minimum working age established by applicable law in the country of manufacture, or age of at least 15 (or 14 where ILO Convention 138² makes an exception), whichever is higher. Suppliers must have verification processes to ensure that no one under the legal age of employment is recruited or employed. If any child is found to be performing work in the workplace, the employer must enable the child to attend and remain in quality education until he or she becomes of legal working age.

2.2 Young Workers. Suppliers are responsible for complying with all legal requirements, including those laws that apply to work performed by workers under the age of 18. Young workers, in the age of 15 to 18 years, should be protected from economic exploitation, any hazardous work, night shift, and any kind of work that might hamper their development, or harm their safety, health or morals. Where young workers are employed, Suppliers need to ensure that their working hours do not obstruct their attendance at school. Suppliers must have set the necessary mechanisms to prevent, identify and mitigate harm to young workers, and young workers should have access to effective grievance mechanisms and to Occupational Health and Safety training and programs.

2.3 Child Labor Due Diligence Bill³. Companies producing and selling goods for Dutch end-users, must comply with the Dutch Law on Child Labor Due Diligence. This law requires companies to identify, prevent, and address the issue of child labor in their supply chains. To combat child labor together, we require our Suppliers to be transparent about sub-contractors and sub-suppliers and help us to identify possible risks within the supply chain especially in high-risk situations, such as cotton farming and wet processing. Suppliers need to be able to provide insight into their own and their sub-contractors and sub-suppliers social management systems, such as the latest audit reports or certifications.

3. Foreign Contract Workers. Migrant workers shall have the same entitlements as local employees. Suppliers must ensure that migrant workers are not subject to any form of forced, compulsory, bonded, or indentured labor. Migrant workers may not be required to submit his or her identification documents. When recruitment agencies are used, Suppliers must pay all fees and costs for work permits or for renewing work documents as well as transportation to the host country and back to the worker's country at the end of the worker's contract. All employment contracts must be clear, written in the worker's language, and executable in the worker's home country. Deposits are not allowed, and Suppliers shall not, at any point, deduct from wages or accept reimbursement to recoup recruitment fees from foreign contract workers. Workers employed through an agent or contractor are the responsibility of the Supplier and are thus covered by this Code. This commitment is based on upholding ILO Convention 143.

4. Wages, Benefits, and Legal Employment. These commitments are based on upholding ILO Conventions 26, 131 and 183, and ILO Recommendation 135.

4.1 Wages. Suppliers must comply with all applicable laws and regulations relating to wages, benefits,

¹ <https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

² https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

³ <https://zoek.officielebekendmakingen.nl/stb-2019-401.html>

STEVE MADDEN

and paid leave. All workers must be paid at least the minimum legal wage, a wage that meets local industry standards, or the wage negotiated in a collective agreement, whichever is greater. In addition, workers must be compensated for overtime hours at a rate legally required by local laws and must exceed regular hourly compensation. Piece-rate work shall not be exempted from the right to overtime compensation. Workers shall be granted and correctly compensated for any types of paid leave to which they are legally entitled. Examples include annual leave, maternity/parental leave, and sick leave.

The employee shall receive a written and understandable specification of how the wage has been calculated (including wage rates and pay period). Wages must be paid regularly, on time, and must reflect the experience, qualifications, and performance of the employee.

4.2 Benefits. Suppliers must also ensure that all workers are covered by all other types of legally mandated benefits and compensations such as healthcare, parental, and childcare. Deductions from wages as a disciplinary measure is not permitted, nor are any deductions from wages allowed by law, but without the expressed permission of the worker concerned. Deductions shall never constitute an amount that will lead the employee to receive less than the legal minimum wage.

4.3 Wages Shall Satisfy Basic Needs. Wages paid by Suppliers need to satisfy the basic needs of workers and their families and provide some discretionary income. This can mean that the national legal minimum wage is not sufficient. In this case, wages above the legal minimum wage shall be paid that will allow for a living wage. We recognize that the payment of a living wage is not yet a reality in many manufacturing countries. We have a continuous improvement approach for living wages. We require our Suppliers to be transparent and share wage information when requested, in order to enable progress in this area.

4.4 Legal Employment. Our Suppliers are required to adhere to rules and conditions of employment that respect workers and safeguard their rights under applicable national and international labor and social security regulations and laws. All employees shall receive a written employment contract, in the local language, outlining the employment terms and conditions. The Supplier has a responsibility to ensure that all employees are aware of their legal rights and obligations. Obligations to employees, under labor or social security laws, shall not be avoided using labor-only contracting, fixed-term contracts, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment. This commitment is based on upholding ILO Conventions 122, 158 and 175, and ILO Recommendation 166.

4.5 Home Workers. Home workers shall have the same entitlements as other employees. Any commissions and other fees in connection with employment of home workers must be covered by the employer. The employer shall provide all home workers with the equipment needed to perform the work, the costs for this will not be deducted from wages, nor be held in debt. Home workers are the responsibility of Steve Madden's Suppliers and other business partners and are thus covered by this Code. This commitment is based on upholding ILO Convention 177.

5. Working Hours and Overtime. These commitments are based on upholding ILO Conventions 1, 14, 106 and 30, and ILO Recommendation 116.

5.1 Working Hours. Suppliers are responsible for adhering to prevailing local standards concerning working hours and overtime. Ordinary working hours must not exceed the legal limit and shall never exceed 48 hours per week. Workers shall be provided at least one day off in seven days. Suppliers are expected to strive for continuous improvement in achieving an appropriate balance of rest and work time.

5.2 No Excessive Overtime. Overtime hours must not exceed the numbers allowed by the law of the country. If such limits do not exist, overtime work should not exceed 12 hours per week. All overtime must be voluntary. No worker may be threatened, disciplined, penalized, punished, or have his or her employment terminated for refusing to work more than regular work limits.

6. Freedom of Association and Collective Bargaining. These commitments are based on upholding ILO Conventions 87, 98, 135 and 154, and ILO Recommendations 135 and 143.

STEVE MADDEN

6.1 Freedom of Association and Collective Bargaining. Suppliers are expected to recognize and respect the right of all workers to form or join associations, unions or other work-related associations of their own choosing as well as the right to bargain collectively as permitted by, and within the limits of, local laws without fear of retaliation, discrimination, or termination. Where freedom of association and collective bargaining is restricted under local law, the employer encourages and does not hinder the development of independent and free association and bargaining.

6.2 Worker Representatives. Trade union activities shall be respected, and workers are allowed to freely elect their own representatives with whom the company can enter dialogue about workplace issues. Worker's representatives are not discriminated against and shall be granted the ability to carry out their representative functions in the workplace.

7. Discrimination. This commitment is based on upholding ILO Conventions 100, 111, 143, 158, 159, 169 and 183, and ILO Recommendations 90, 111 and 168.

7.1 Non-discrimination. Every employee should be treated fairly and equally regardless of background, gender, or any other bias. No distinction, exclusion, or preferential treatment shall be made based on personal characteristics that result in unequal treatment or opportunity in any area of employment. Suppliers must not discriminate in recruitment or employment practices including hiring, benefits, salary, training, advancement, termination, or retirement. All terms and conditions of employment must be based on skill and ability to perform the job. Steve Madden will not maintain business relationships with any Suppliers that discriminate in employment based on race, color, religion, gender, marital or maternity status, nationality, citizenship, age, disability, sexual orientation, work or personal affiliations, political opinion, caste, social background, membership in workers' organizations including unions, or any other basis that could give rise to discrimination.

7.2 Gender and Discrimination. Distinction and inequality in pay, benefits and other areas of employment based on gender is not tolerated. Men and women performing the same or equal work in the same form of employment must receive equal pay and treatment.

8. Harassment and Abuse. Suppliers must always treat all their employees with respect and dignity. No employees shall be subjected to any physical, sexual, psychological, verbal, or any other type of harassment, humiliating or corporal punishment, intimidation, coercion, or abuse, nor be subject to any monetary fines as a disciplinary practice. Supplier employees should be able to communicate openly regarding working conditions without fear of retaliation. Our Suppliers are encouraged to adopt a zero-tolerance policy on (sexual and gender-based) violence in the workplace and to implement strict measures against (sexual) harassment in its own operations.

9. Occupational Health and Safety. Our commitments are based on upholding ILO Conventions 155 and 183, and ILO Recommendations 164 and 191.

9.1 Health and Safety. Suppliers are responsible for providing workers with safe and healthy working environments including production facilities, canteens, and living areas that comply with all applicable laws and regulations regarding occupational health, safety, and risk protection. Where domestic legislation is weak or poorly enforced, Suppliers shall comply with international standards and best occupational health and safety practice must always be pursued. Safe and healthy conditions include protection from exposure to hazardous conditions or materials, the provision of adequate lighting, heating, and ventilation, and worker access to adequate and safe drinking water and clean working toilets. Unsafe buildings and exposure to hazardous machines, equipment, and/or substances are not accepted.

9.2 Procedures and Training. Suppliers shall prioritize worker health and safety and are expected to take adequate steps to implement procedures, safeguards, and training to prevent accidents, illness, and injuries occurring in the course of work activities including meeting standards for electrical, mechanical, structural and fire safety, and prevention. Employees shall receive regular and recorded health and safety training, which shall be repeated for new or reassigned workers. Relevant first aid equipment must be available and where legally required a doctor or a nurse

STEVE MADDEN

should be available during working hours.

9.3 Fire Safety. Fire Safety shall be maintained through adequate equipment and facility conditions, and prevention of fire hazards. Regular evacuation drills for all employees are required, evacuation plans, and firefighting equipment must be in place. Emergency exits must be clearly marked, well-lit and unblocked all the way out of the building. Evacuation through emergency exits must always be possible during working hours.

9.4 Working Environment. The factory premises and offices must be regularly maintained and cleaned and must provide a healthy working environment. Suppliers shall provide access to potable water, clean, safe, and separate accommodations and toilets for women and men. Adequate ventilation and temperature are to be provided. Suppliers shall always provide effective Personal Protective Equipment (PPE) to all workers free of charge.

10. Grievance Mechanism. Suppliers shall have an effective grievance mechanism in place enabling employees to put forward complaints without risk of retaliation and with a commitment to maintain the confidentiality of employees who raise complaints.

11. Protection of the Environment. Suppliers are expected to comply with all local environmental laws and regulations including, but not limited to, those relating to chemical and waste management, water usage and discharge, and air emissions into the environment. In addition, Steve Madden encourages Suppliers to conduct business to minimize waste, maximize recycling, and to protect the environment in general. Suppliers are expected to obtain, maintain, and keep current all required environmental permits, registrations, approvals, and licenses and to follow the operational and reporting requirements of all such permits, registrations, approvals, and licenses. Our commitments are based on the OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector⁴ and ILO Convention 170.

11.1 Chemical Management. No hazardous chemicals shall be used in the processing stage. Suppliers shall take all the relevant measures to prevent harmful or hazardous chemicals from ending up in nature, water, air, or goods. Suppliers must meet all contractually agreed requirements specified in Steve Madden's Restricted Substances List (RSL). Tier-1 Suppliers are required to provide their Suppliers with Steve Madden's RSL and return a signed copy to Steve Madden from all Suppliers who are directly or indirectly supplying or contributing to goods for Steve Madden. Chemical containers must be properly labeled and safely stored. Storage, handling, use, and disposal of all chemicals used must comply with the Safety Data Sheet (SDS) of each chemical product. A material safety data sheet (MSDS) must be available (in the local language) in the workshop and the instructions in the MSDS must be followed. Suppliers shall conduct all operations in full compliance with all applicable laws and regulations regarding chemical use and disposal, including maintaining valid permits.

11.2 Testing and Compliance. Vendors and relevant Suppliers shall follow the vendor compliance manual that outlines general product testing procedures, lab testing protocols for restricted substance requirements as well as other federal and state regulatory requirements and new procedures for validating certification of environmentally preferred materials.

11.3 Water Use and Treatment. Steve Madden works to establish a water use baseline and partner with Strategic Suppliers to reduce water usage and support local solutions in water stressed communities. Suppliers shall contribute effectively by measuring water use and determining whether water can be sourced from water stressed areas responsibly, by promoting water efficiency, and/or reducing process dependence on fresh water.

To avoid local pollution and maintain water quality, Suppliers shall ensure that all outgoing wastewater from wet processes is treated before it is discharged. The treated wastewater quality must meet the requirements in local legislation. Where available, all hazardous waste must be

⁴ The OECD Guidelines for Multinational Enterprises are principles and standards for responsible business conduct in a global context consistent with applicable laws and internationally recognized standards <https://www.oecd.org/corporate/mne/responsible-supply-chains-textile-garment-sector.htm>

STEVE MADDEN

handled by an authorized external wastewater treatment facility. Facilities with internal wet processing shall measure water withdrawals and wastewater discharge by flow meters and facilities with full internal treatment of wastewater must adhere to all legal requirements.

11.4 Emissions. Suppliers shall conduct all operations in full compliance with all applicable laws and regulations on air quality, air emissions, and energy efficiency, including maintaining valid permits. Suppliers shall actively mitigate its impacts on climate change and air quality by continuous improvement in energy management and efficiency, reduction, or elimination of Greenhouse Gases (GHG) and other air emissions that pose a hazard to the environment. Steve Madden works to achieve carbon neutrality across our own operations and set science-based targets for scopes 1, 2 and 3. Suppliers shall provide all necessary data to measure GHG emissions and shall implement measures to reduce emissions following a mid- to long-term approach. The use of energy of non-renewable origin is one of the main sources of GHG emissions. Suppliers shall therefore select energy sources responsibly and take a progressive approach towards adopting lower-carbon-intensity and renewable energy sources.

11.5 Waste Management. Suppliers shall conduct all operations in full compliance with all applicable laws and regulations for waste management including maintaining valid permits. Hazardous waste must be taken care of in a responsible manner and in accordance with local law. Whenever possible, all hazardous waste must be handled by an authorized company or licensed receiver. Suppliers must work diligently toward reintegrating and reusing materials to reduce waste sent to landfills. Non-hazardous waste must be separated for appropriate recycling.

11.6 Biodiversity and Deforestation. Steve Madden acknowledges the importance of preserving and protecting the planet's ecosystems. Forests are an essential part of mitigating climate change and are home to countless species of animals and plants, which are essential for maintaining a healthy ecosystem. Steve Madden is committed to pursue responsible forestry practices in the supply chain for all wood-based materials, leather, and other materials that may cause or contribute to deforestation. Suppliers are expected to comply with all local laws and regulations on responsible forest management. Steve Madden does not accept any wood-based materials to originate from ancient or endangered forests, vulnerable or endangered species of trees or materials that are illegally harvested or harvested in violation of traditional and civil rights. Nor does Steve Madden accept leather originating from illegally deforested areas or the Amazon Biome. Steve Madden gives preference to Forest Stewardship Council (FSC) certified wood-based materials and requires this for materials originating from countries with tropical rainforest or ancient and/or endangered forests.

12. Animal Welfare. Steve Madden is committed to the humane treatment of animals used in the raw materials of our product supply chain and incorporated across all areas of its business operations. Suppliers shall conduct all operations in full compliance with all applicable laws and regulations on animal welfare including maintaining valid permits and shall comply with the Steve Madden Animal Welfare Policy.

Suppliers are responsible to source animal, plant, or fowl materials ethically and responsibly based on best practices and standards for animal welfare according to the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), the Endangered Species Act (ESA), and the International Union for Conservation of Nature's Red List.

Tier-1 Suppliers are required to provide their Suppliers with Steve Madden's Animal Welfare Policy. All farms and slaughterhouses in the Steve Madden supply chain must meet the Steve Madden Animal Welfare Policy, which is based on the Five Freedoms framework and the Five Provisions for promoting farm animal welfare. Suppliers are encouraged to actively pursue good animal husbandry and source raw materials verified by a third-party animal welfare certification program.

13. Brand Protection. All Suppliers must protect the reputation of Steve Madden brands and reduce the possibility of illegal activities such as counterfeiting, diversion, trademark infringement, and

STEVE MADDEN

other infringement of intellectual property rights. Suppliers must not sell or otherwise dispose of goods that bear or incorporate Steve Madden trademarks, copyrights, patents, or other intellectual property except as specifically directed in writing by Steve Madden.

- 14. Unauthorized Sub-contracting.** Suppliers must not utilize any sub-contractor for the production of Steve Madden products or components without prior written approval and only after the sub-contractor provides written approval and compliance with this Code.
- 15. Anti-Corruption and Bribery.** Suppliers may not, directly, or indirectly through a third-party intermediary, accept or offer anything of value to obtain or retain business or influence governmental decisions or engage in any form of corrupt practices including, but not limited to, extortion, fraud, and bribery, including the bribery of foreign officials. Suppliers are responsible for complying with all applicable anti-bribery laws and must take no action that would subject Steve Madden to penalties under U.S. or non-U.S. laws, regulations, or administrative requirements including, but not limited to, the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act of 2010. Suppliers should have appropriate measures for preventing and detecting bribery in place, with the authority to report matters directly to independent monitoring bodies. A clearly articulated and visible corporate policy on promoting ethical business and prohibiting bribery should be in place as well as an explicit commitment from senior management. This commitment is based on the OECD Good Practice Guidance on Internal Controls, Ethics and Compliance⁵.
- 16. Customs.** Steve Madden (and all divisions) are certified members of the Customs – Trade Partnership Against Terrorism (C-TPAT) and has been since September 2002. Steve Madden implemented a corporate policy which requires that Suppliers meet or exceed current C-TPAT requirements. Further, Suppliers must not engage in or have knowledge of any illegal transshipment or willful manipulation of country of origin in connection with any product made on behalf of Steve Madden. To remain in compliance with U.S. Customs rules and regulations, Suppliers must ensure that all disclosures are honest and accurate.
- 17. Transparency and Implementation.** Steve Madden expects Suppliers to provide validity and transparency into their operations, procedures, and records. Suppliers are responsible for taking appropriate steps to implement and maintain procedures to remain in compliance with this Code. Such steps should include clear identification of individual(s) responsible for ensuring implementation and periodic review of Supplier practices, risk assessment/risk management, training, corrective action, and on-site retention of all required documentation. Steve Madden reserves the right to audit Suppliers for compliance. We require our Suppliers to be transparent and not intentionally mislead our auditors. Non-transparency is regarded as a violation of this Code of Conduct.

To maintain compliance with this Code, local labor laws, and environmental laws, Suppliers must have the necessary policies and management systems in place. Supplier management is responsible for the correct implementation of this Code and shall pursue continuous improvement by taking corrective measures. Our Due Diligence approach is according to the continuous improvement principle. However, a Supplier failing to undertake required improvements within the stipulated time frame will seriously damage its relationship with Steve Madden. Unwillingness to cooperate or repeated serious violations of this Code and/or local law will lead to reduced business and ultimately termination of the business relationship with Steve Madden.

The following documents should be provided to Steve Madden:

- company policy or management system on social and environmental compliance;
- the latest valid audit report or certifications, from a Steve Madden approved third party;

⁵ OECD Good Practice Guidance on Internal Controls, Ethics, and Compliance <https://www.oecd.org/daf/anti-bribery/44884389.pdf>

STEVE MADDEN

- a semi-annual update of the progress on the Corrective Action Plan (CAP) resulting from the third-party audit;
- production locations of all subcontractors;
- management system on water, chemicals, energy, and emission; and
- information on memberships, assessments, and/or certifications that provide insight into sustainability efforts.

If these documents are not available, this needs to be communicated to Steve Madden. As these documents are an essential part to provide insight into compliance with this Code, we expect our Suppliers to undertake necessary steps to get this in order within six months upon receiving this Code.

18. Our Commitment. Steve Madden values strong Supplier partnerships, which have contributed to the success of the company. We recognize that as the company at the head of the supply chain, our behaviors have an effect further down the chain and can influence the ability of our Suppliers to meet the standards that are outlined in this Code. We therefore ask our Suppliers to inform us if our buying behaviors impact compliance to this Code.

We commit to supporting our Suppliers to meet the standards of this Code by:

- treating our Suppliers with respect and consideration in all our dealings and communications;
- communicating clearly, promptly, and accurately with our Suppliers;
- striving to place orders with lead times that do not trigger excessive working hours or unauthorized subcontracting;
- maintaining a good order planning with the aim of refraining from changing orders repeatedly and with short notice. If changes are unavoidable, amending deliveries accordingly whenever possible;
- committing to a long-term working relation based on a fair agreement with our Suppliers;
- taking adequate payment of workers, working conditions, and environmental performance into consideration when reviewing our business relationship, rewarding good working conditions and environmental performance with increased business; and
- providing support whenever necessary to our Suppliers in striving to meet their obligations under this Code.

19. Enforcement. Steve Madden expects Suppliers to fully understand this Code and is committed to doing business with Suppliers that meet or exceed the standards set forth herein. Steve Madden reserves the right to refuse to enter into a business relationship with any new Suppliers, or to terminate its business relationship with any existing Supplier, that violates the standards set forth in this Code. Moreover, the Company reserves the right to terminate relationships with any Supplier that fails to have a program in place to monitor compliance with this Code. In sum, Steve Madden periodically reviews this Code and distributes revised versions to Suppliers with the requirement that they review, acknowledge, and agree to the terms contained in the revised version.