

# Steven Madden, Ltd.

## Vendor Code of Conduct

Steven Madden, Ltd. (“Steve Madden” or “the Company”) is committed to working with agents, vendors and suppliers (“Vendors”) that share the Company’s goal of maintaining socially responsible and sustainable business practices. 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 (UN) Guiding Principles on Business and Human Rights. Toward this goal, the Company adopted this Vendor Code of Conduct (the “Code”). The Code applies to all of Steve Madden Vendors, and the Company expects all Vendors to not only commit to the Code, but to permit ongoing monitoring in order to maintain Company standards. Steve Madden further requires that Vendor suppliers and subcontractors be made aware of and comply with the Code. If a Vendor fails to do so, Steve Madden may terminate that Vendor relationship.

- 1. Human Trafficking, Slavery and Forced Labor.** Vendors must not employ involuntary or forced labor of any kind including 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. Vendors are prohibited from restricting movement, retaining identity documents or withholding wages as a means to prevent workers from leaving at will.
- 2. Child Labor.** Vendors must have verification processes and may not employ workers younger than the minimum working age established by applicable law in the country of manufacture, or age of at least 14, whichever is higher. Vendors are responsible for complying with all legal requirements, including those laws that apply to work performed by workers under the age of 18.
- 3. Foreign Contract Workers.** Vendors must ensure that migrant workers are not subject to any form of forced, compulsory, bonded or indentured labor. When recruitment agencies are used, Vendors 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. Vendors shall not, at any point, deduct from wages or accept reimbursement to recoup recruitment fees from foreign contract workers.
- 4. Wages and Benefits.** Vendors must comply with all applicable laws and regulations relating to wages, benefits and paid leave. All workers must be paid at least the minimum legal wage or a wage that meets local industry standards, 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. Vendors must also ensure that all workers are covered by other benefits such as healthcare, parental and childcare, and any others prescribed by law. 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.

- 5. *Working Hours/Overtime.*** Vendors are responsible for adhering to prevailing local standards concerning working hours and overtime. Workers shall be provided at least one day off in seven days. Vendors are expected to strive for continuous improvement in achieving an appropriate balance of rest and work time. 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.*** Vendors are expected to recognize and respect the right of all workers to freedom of association and the right to join unions or other work related associations as well as the right to bargain collectively as permitted by, and within the limits of, local laws without fear of retaliation or termination.
- 7. *Non-discrimination.*** Vendors must not discriminate in recruitment or employment practices including hiring, benefits, salary, training, advancement and termination. 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 vendors 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, or other legally protected status.
- 8. *Harassment and Abuse.*** Vendors shall treat all workers with respect and dignity. No employees shall be subjected to any physical, sexual, psychological, verbal, or any other type of harassment, coercion or abuse, nor be subject to any monetary fines as a disciplinary practice. Vendor employees should be able to communicate openly regarding working conditions without fear of retaliation.
- 9. *Health and Safety.*** Vendors 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. 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. Vendors are expected to take adequate steps to implement procedures, safeguards and training to prevent accidents and injuries occurring in the course of work activities including meeting standards for electrical, mechanical, structural and fire safety and prevention.
- 10. *Protection of the Environment.*** Vendors 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 Vendors to conduct business in order to minimize waste, maximize recycling, and to protect the environment in general. Vendors 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.

- 11. Brand Protection.** All Vendors must protect the reputation of Steve Madden brands and reduce the possibility of illegal activities such as counterfeiting, diversion, trademark infringement and other infringement of intellectual property rights. Vendors 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.
- 12. Unauthorized Sub-Contracting.** Vendors 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.
- 13. Anti-Corruption and Bribery.** Vendors 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 corruption or bribery. Vendors 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.
- 14. 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 Vendors meet or exceed current C-TPAT requirements. Further, Vendors 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, Vendors must ensure that all disclosures are honest and accurate.
- 15. Transparency and Implementation.** Steve Madden expects Vendors to provide validity and transparency into their operations, procedures and records. Vendors 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 Vendor practices, risk assessment/risk management, training, corrective action, and on-site retention of all required documentation. Steve Madden reserves the right to audit Vendors for compliance.
- 16. Enforcement.** Steve Madden expects Vendors to fully understand this Code and is committed to doing business with Vendors 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 Vendor, or to terminate its business relationship with any existing Vendor, that violates the standards set forth in this Code. Moreover, the Company reserves the right to terminate relationships with any Vendor 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 Vendors with the requirement that they review, acknowledge, and agree to the terms contained in the revised version.