

## Ethical Policy Compliance Certificate

We, being a Supplier of Amer Sports, hereby acknowledge receipt of the Amer Sports Ethical Policy and all contents thereof are acknowledged, accepted, confirmed, and agreed. We also acknowledge and agree that the latest updates of Amer Sports Ethical Policy shall be effective and binding on us from its date of publishing on Amer Sports official website<sup>1</sup>. It is our responsibility to check the latest update Ethical Policy from time to time.

We hereby commit ourselves to upholding international labor standards which, among others, call for the elimination of forced or compulsory labor, abolition of child labor and prison labor and other abuses of human rights. Accordingly, we make following warranties, representations, and certifications :

- (1) We hereby warrant, represent, reaffirm, and certify that we, together with Our Supply Chain, have complied and shall comply with the Amer Sports Ethical Policy attached herewith as Attachment A (including its updates which shall be effective on date of publishing on Amer Sports's official website: <http://www.amersports.com/sustainability/ethics-and-compliance/> without further notice) and all applicable standards, laws and regulations for labor and workplace conditions. We further agree, and shall procure each production site, facility or entity of Our Supply Chain, to continuously improve workplace conditions in compliance with Amer Sports Ethical Policy and related requirements;
- (2) We hereby warrant, represent, and certify that the Deliverables we supply Amer Sports and Amer Sports Clients are and shall be produced, manufactured, supplied or processed without forced or compulsory labor, without child labor, without prison labor, and without abuse of human rights;
- (3) Upon careful and diligent investigation of Our Supply Chain, we hereby warrant, represent, and certify that the Deliverables we supply are not made with, made of or composed of any materials, substances, objects and/or items grown, processed, manufactured or supplied in any way using forced labor, prison labor, child labor or any other abuse of human rights in the supply and/or provision of such Deliverables; and
- (4) We have procured and shall procure each of Our Supply Chain to make the same commitment, warranty, representation and certification as specified in this Certificate and upon careful and diligent investigation of Our Supply Chain, we hereby represent, warrant and certify that each of Our Supply Chain have made and shall continue to make the same commitment, warranty, representation and certification as specified in this Certificate.

### Transparency

To meet the increased demand for supply chain transparency, we agree to provide Amer Sports with information (including but not limited to name, address, number of employee) of each production site, facility or entity of Our Supply Chain upon Amer Sports's request, and consent to

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<sup>1</sup> See <http://www.amersports.com/sustainability/ethics-and-compliance/> for the latest version of Amer Sports Ethical Policy

Amer Sports's disclosure or publishing of such information on website of Amer Sports and other civil society organizations.

#### Audit and Inspection

Further, to facilitate Amer Sports to monitor, oversee and ensure compliance effectiveness and efficacy, we agree that any of Amer Sports and its appointed auditor or representative has the right to inspect and audit all our production sites/facilities and all production sites/facilities of Our Supply Chain to ensure compliance with Amer Sports Ethical Policy at our costs and expenses.

#### Remedial Work

In case of any non-performance, non-compliance and/or breach found during any inspection, assessment and/or audit of any production site/facility as aforesaid, we agree to, and shall procure our production sites/facilities and any production site/facility of Our Supply Chain, to take prompt action to remediate the same according to the following timeframe and requirements:

- (i) within fourteen (14) days after audit date or being notified of such non-performance, non-compliance or breach, submit to Amer Sports a Corrective Action Plan;
- (ii) submit documentation proof of Corrective Action Plan to Amer Sports during the implementation of Corrective Action Plan until the findings are closed; and
- (iii) all correction actions shall be implemented within 60 days after the audit or date of notification.

#### Consequences of Breach

- (A) In case of any non-performance, non-compliance and/or breach of this Certificate or we are considered by any national and/or international authorities or organizations to have engaged in human rights violation and abuses, we acknowledge and agree that Amer Sports reserves following rights:
  - (i) to conduct business review which may result to termination of agreement or business relations with us, or removal of any production site/facility or entity in Our Supply Chain from Amer Sports approved/nominated supplier list;
  - (ii) to immediate terminate agreement or business relations with us, or remove any production site/facility or entity in Our Supply Chain from Amer Sports' approved/nominated supplier list if such non-performance, non-compliance and/or breach is critical, repeated or habitual, or incapable of remedy; and
  - (iii) to cancel any or all such orders of Deliverables without penalty and to seek immediate refund.
- (B) We understand and agree that we remain liable for all loss and/or damages caused by our non-performance, non-compliance and/or breach of this Certificate and shall be jointly and severally liable for any loss and/or damages caused by Our Supply Chain's non-performance, breach, or non-compliance thereof. In addition, we agree to indemnify, defend, and hold harmless each of Amer Sports and Amer Sports Clients and their respective Indemnified Parties from and against all claims, suits, demands, sanctions, seizure and actions brought against the Indemnified Parties and for all damages, losses, costs, penalties, fees, tariffs and liabilities including reasonable attorney and processional fees any Indemnified Party may suffer with respect to our and Our Supply Chain's non-performance, non-compliance and/or breach of any commitment, warranty, representation, certification or terms and/or conditions herein.

- (C) In case that Amer Sports and Amer Sports Clients is prevented by any national or international laws, regulations or restrictions from import any Deliverables we supply to the country of destination, we agree that Amer Sports and Amer Sports Clients shall not be obligated to pay for those Deliverables and shall be refunded.

Whether exercising the aforesaid rights is at sole and full discretion of Amer Sports.

In the event of a conflict between the terms of this Certificate and the terms of any agreement signed between Supplier with any entity of Amer Sports, the terms and conditions of this Certificate shall prevail.

Amer Sports reserves the right to modify the Ethical Policy from time to time by publishing on <http://www.amersports.com/sustainability/ethics-and-compliance/> for the latest update which is effective on date of publishing. If there is a violation of any of these standards, please bring the issue to Amer Sports' attention by email at [vsl@amersports.com](mailto:vsl@amersports.com). You may write in your native language and all information will be kept strict confidential.

We use the following terminology throughout this document:

Term	Definition
<b>Amer Sports</b>	Amer Sports Corporation, Konepajankuja 6, P.O. Box 1000, 00511 Helsinki, Finland, a sporting goods company incorporated in Finland with internationally recognized brands including Salomon, Arc'teryx, Peak Performance, Atomic, Armada, Enve and Wilson (" <b>Amer Sports brands</b> ") and all its parents, subsidiaries and affiliated companies
<b>Amer Sports Client</b>	Amer Sports' licensees, agents, distributors or other entities to which Amer Sports Products sold and/or delivered
<b>Amer Sports Product</b>	Product that is intended for sale or distribution through Amer Sports and Amer Sports Clients to end customers or consumers of Amer Sports and Amer Sports brands
<b>Deliverables</b>	Deliverables of materials, components, parts, goods and/or products (whether finished and/or semi-finished), services, prototypes and/or samples (as the case may be)
<b>Indemnified Party</b>	The respective officer(s), director(s), employee(s), shareholder(s), successor(s), customer(s) and assign(s) of any of Amer Sports and Amer Sports Clients
<b>Supplier</b>	Any business entities engaged by Amer Sports for the purpose of providing goods or services to Amer Sports, include but not limited to finished goods manufacturing facilities, contractors, subcontractors, licensees, agents and any party running facilities producing components and/or materials for Amer Sports Products in whole or partially.
<b>Our Supply Chain</b>	Supplier's respective subsidiaries, affiliates, production sites, contractors, subcontractors, upstream suppliers and all entities in its supply chain

In this document, where the context so admits, words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

The undersigned warrants and represents that he/she is an owner, director, officer or otherwise authorized signatory to agree to, certify and sign this certificate on behalf of the company below.

All of the above contents herein are acknowledged, accepted, confirmed and agreed by Supplier, effective from the date of signature written below:

Company:

Affix Company Stamp:

Address:

Country:

Position:

Name:

Signature:

Date:

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### **Attachment A**

### **Amer Sports Ethical Policy**





# Ethical Policy

The Amer Sports Ethical Policy (hereafter, “**Ethical Policy**”) sets out the social and environmental fundamentals for the Amer Sports supply chain. The Ethical Policy – being an integral part of Amer Sports’ responsible operations strategy – is based on our commitment to uphold human rights in the spirit of internationally recognized social and ethical standards including International Labor Organization (ILO) Standards and the United Nations’ Universal Declaration on Human Rights. This holds true especially for women, children and migrant employees. Amer Sports shares this commitment within its entire supply chain to treat employees with respect and dignity.

The Ethical Policy applies to all operators in the Amer Sports supply chain including Suppliers (as defined below) and Amer Sports’ internal manufacturing and distribution facilities alike (collectively referred to as “**Employers**”). “**Suppliers**” are business partners through the entire supply chain including but not limited to contractors, subcontractors, and any party running facilities producing components, materials for Amer Sports’ products in whole or partially.

The standards set in the Ethical Policy are further elaborated in the Social and Environmental Compliance Benchmarks (hereafter, “**Compliance Benchmarks**”). Employers shall comply with these standards (as supplemented by the Compliance Benchmarks) and all applicable national and international laws, rules, legal regulations and industry best practices pertaining to any of Employers’ activities including, without limitation, those applicable to the manufacture, sale, and distribution. When differences of standards arise, Employers shall apply the strictest standards.

As the Amer Sports Executive Committee (hereafter, “**ExCom**”) is accountable to uphold the Ethical Policy, it reviews and approves the Ethical Policy on a regular basis. For owned manufacturing and distribution facilities, ExCom considers their respective General Managers in charge of the implementation of the Ethical Policy. Suppliers agree to uphold and implement the Ethical Policy by signing Supply Agreements with Amer Sports Corporation or one of its subsidiaries. Amer Sports’ Sourcing Directors are responsible for their Suppliers to sign such Supply Agreements. Finally, ExCom holds the Vendor Sustainability team responsible for monitoring Employers’ adherence to the Ethical Policy.

According to that and following the Amer Sports responsible operations strategy, employers are monitored regularly, and their performance is part of our consideration to retain and grow our business. Employers are required to remediate any issues that cause adverse human right impacts. Effective management systems shall be implemented to drive continuous improvement from meeting the requirements of the Ethical Policy to demonstrating sustainability leadership in their own facilities and their tier suppliers. Employers shall maintain adequate and transparent records to demonstrate compliance with all provisions under the Ethical Policy.

If there is a violation of any standards of the Ethical Policy, employees are encouraged to bring issues to Amer Sports’ attention by emailing to [ysl@amersports.com](mailto:ysl@amersports.com) in English or their native language. Amer Sports will keep all information strictly confidential. Employees shall be free from retaliation because of issues raised.

## 1. EMPLOYMENT RELATIONSHIP

Employers shall adopt and adhere to rules and conditions of employment that respect employees and, at a minimum, safeguard their rights under national and international labor and social security laws and regulations.

## 2. PROHIBITION OF CHILD LABOR

Employment of child labor is prohibited in any capacity. No person under the age of fifteen (15), or under the age for completion of compulsory education, or under the legal minimum age for employment in the country, whichever is higher, shall be employed. The employment of young persons shall comply with any laws applicable for the protection of such persons. The hiring procedure shall include collection and maintenance of all documentation necessary to confirm and verify the date of birth of all employees. An effective remediation procedure shall be implemented if child labor is identified.

## 3. PROHIBITION OF FORCED LABOR

The employment of persons shall be voluntary and it is prohibited to use any forced or involuntary labor, whether prison, bonded, indentured, or otherwise. All forms of human trafficking and forced labor, such as lodging deposits or the retention of identity documents from employee upon commencing employment, are also forbidden. Neither Employers nor any entity supplying labor to it shall withhold any part of any employee’s salary, benefits, property, or documents in order to force such employee to continue working for the Employers.

## 4. PROHIBITION OF HARASSMENT AND ABUSE

Each employee shall be treated with dignity and respect, and it is prohibited to use corporal punishment, threats of violence, or any other forms of physical, sexual, psychological or verbal harassment or abuse.

## 5. PROHIBITION OF DISCRIMINATION

Discrimination is prohibited in hiring and employment practices including salary, benefits, access to training, advancement, discipline, termination or retirement, on the basis of race, religion, caste, birth, age, nationality, social group or ethnic origin, sexual orientation, gender, family responsibilities, marital status, membership in employees’ organizations including unions, political affiliation, political opinion or disability.

## 6. COMPENSATION

Every worker has a right to compensation for a regular work week that is sufficient to meet the worker’s basic needs and provide some discretionary income. Employers shall pay at least the minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any benefits required by applicable law, regulations or respective employment contract. Employers are committed to continuous improvement and encouraged to take actions to progressively implement employees’ compensation rights.

## 7. WORKING HOURS

Employers shall not require employees to work more than the regular and overtime hours allowed by the law of the country where the employees are employed. The regular work week shall not exceed forty-eight (48) hours. Other than in exceptional circumstances, the sum of regular and overtime hours in a week shall not exceed sixty (60) hours. Employers shall allow employees at least twenty-four (24) consecutive hours of rest in every seven-day period. All overtime work shall be consensual. Employers shall not request overtime on a regular basis and shall compensate all overtime work at a premium rate.

## 8. HEALTH AND SAFETY

Employees are to be provided with a safe and healthy workplace in compliance with applicable laws, ensuring, at a minimum, access to potable water and sanitary facilities, fire safety, and adequate lighting and ventilation. The same standards of health and safety shall be applied in any housing employers provide for employees. Effective steps shall be taken to prevent potential accidents and injuries to employees’ health arising out of, associated with, or occurring in the course of work, by minimizing the causes of hazards inherent in the workplace environment, and bearing in mind the prevailing knowledge of the industry and of any specific hazards. All employees shall receive regular and recorded health and safety training, moreover, such training shall be repeated for new and reassigned employees.

## 9. ENVIRONMENTAL STANDARDS

In addition to complying with applicable environmental laws and regulations regarding the handling and disposal of chemicals and other dangerous materials, waste disposal and management, Employers strive to reduce negative environmental impacts of their operations and continuously improve the environmental performance.

## 10. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING

Employers respect the rights of employees to freedom of association, and the right to organize and collectively bargain without penalty or interference. Employees are free to join an organization of their choosing and that their doing so will not result in any negative consequences to them. Employees are allowed to freely elect their own representatives. When the right to freedom of association and collective bargaining is restricted under law, employers shall not obstruct legal alternative means of employees association.

## 11. MONITORING

Amer Sports and its designated agents (including third parties) will engage in monitoring activities on a schedule that is specified in the Amer Sports Ethical Policy Implementation Guide. To verify compliance, monitoring activities include reviews of books and records and private interviews with employees. Employers shall maintain on site all information and documentation necessary to demonstrate compliance with this Ethical Policy.

## 12. PROTECTION OF INTELLECTUAL PROPERTY

Employers avoid directly or indirectly infringing or misappropriating any patent, trademark, copyright, trade secret, or other intellectual property right of any third party, or otherwise violate any rights of any third party in the manufacturing process.

## 13. COMMUNICATION TO EMPLOYEES

Employers shall take appropriate steps to ensure that this Ethical Policy is communicated to employees through a prominent posting of this Ethical Policy in languages that employees understand. The Ethical Policy is also available on Amer Sports’ web site [www.amersports.com](http://www.amersports.com). Employers shall establish effective grievance mechanisms which are accessible directly to employees who may be impacted by adverse human right issues. Employers shall ensure that reviews of grievance issues are conducted in a fair, credible and effective manner without any retaliation.

## 14. PRIVACY OF DATA

Employers respect the privacy of their employees. All personal data collected or held will be processed in a fair, discreet and lawful manner that protects the privacy of individuals.

## 15. PROHIBITION OF CORRUPTION & BRIBERY

Employers do not engage in the giving or receiving, directly or indirectly, of bribes, kickbacks, other illicit payments or improper benefits intended to achieve business advantage or financial gain. Situations that involve a conflict or the appearance of a conflict between duty to Employers and personal interest shall be avoided.

## 16. SUBCONTRACTING

Suppliers shall not subcontract finished goods or components production work without prior written approval from Amer Sports. Employers shall monitor its authorized subcontractors (if any) to ensure compliance with this Ethical Policy.

