SELFRIDGES GROUP

BROWN THOMAS | ARNOTTS deBijenkorf SELFRIDGES&Co

Selfridges Group Ethical Trade Requirements for Suppliers

March 2026

1. INTRODUCTION

1.1 Principles and standards

We are a family of three businesses working to reinvent retail for a better future for people and planet. The Selfridges Group is comprised of the luxury retail brands - Brown Thomas Arnotts in Ireland, Selfridges in the UK and de Bijenkorf in the Netherlands. Our sustainability commitments underpin our ambitions to change the way we shop for the future and to change the way we do business. By placing our customer at the heart of our business and working closely with our community of team members, suppliers and brand partners, together we can imagine and create a sustainable, thriving future for retail.

Our Ethical Trade Requirements set out the core principles that all suppliers[1] which work in partnership with Selfridges Group must comply with; they are a compulsory part of the terms and conditions of trading with Brown Thomas Arnotts, Selfridges and de Bijenkorf. We want to ensure that products and services used or sold by our businesses are sourced in an ethical manner, under humane working conditions, with respect for workers and their human rights, that animals are treated and transported humanely and that suppliers minimise their impact on the environment. They align with the standards set out in our Code of Ethics.

These Ethical Trade Requirements are based on internationally recognised standards including the Ethical Trading Initiative (ETI) Base Code, the International Labour Organisation (ILO) Conventions, the United Nations Guiding Principles on Business and Human Rights (UNGPs) and the OECD Guidelines for Multinational Enterprises (MNE Guidelines), which we expect our suppliers to operate in line with.

The provisions of these requirements constitute minimum and not maximum standards. Suppliers are expected to comply with applicable law and, where the provisions of law and these requirements address the same subject, to apply that provision which affords the greater protection.

Compliance with the law and these Ethical Trade Requirements is mandatory and we will view any failure to adhere to these requirements and the law as a potential material breach of contract, where adequate remediation has not been implemented.

1.2 Our expectations of suppliers

We aim to be a fair and responsible business partner, building respectful relationships that support ethical sourcing practices. We aim to achieve this through maintaining a due diligence process, that supports open, trust-based engagement and respects sensitive information. Where issues are identified, we will seek to engage that supplier promptly and constructively to address them, and support continuous improvement through appropriate guidance, collaboration, and dialogue.

In return, it is the supplier's responsibility to ensure that the manufacture of all products and provision of all goods and services is carried out in compliance with these Ethical Trade Requirements which apply throughout the whole supply chain including sub-suppliers,

[1] The term supplier refers to all brands and suppliers that provides products or services to any of our Selfridges Group businesses.

subcontractors, and homeworkers, with particular attention to the protection of vulnerable and marginalised groups. We expect that our suppliers demonstrate responsible purchasing practices.

We expect suppliers to ensure they have appropriate governance and management; stakeholder engagement; risk assessment; policy; due diligence, including but not limited to regular independent auditing of production facilities; grievance, escalation and remediation; and awareness raising measures in place (in line with the relevant aspects of the ETI Base Code, ILO Conventions, UNGPs and MNE Guidelines) to ensure adherence with these Ethical Trade Requirements; and that these requirements are passed on and upheld across the supply chain.

We expect suppliers to be able to demonstrate transparent and traceable supply chains; and to address any non-compliances by agreeing, taking and following up on corrective actions relevant to the nature and severity of the non-compliance in a timely manner. A lack of transparency, refusal to respond fully or significant delay in responding to due diligence requests, or non-resolution of critical issues, may impact your contract with us.

Suppliers must notify one of our businesses, (Brown Thomas Arnotts, Selfridges or de Bijenkorf,) in writing of any actual or suspected breaches of these Ethical Trade Requirements within a maximum of 14 business days of becoming aware. This notification must include details of the instance, and actions proposed or taken to resolve the breach.

Additionally, if anyone working in our supply chains has a concern our Ethical Trade Requirements are not being upheld, they can confidentially and anonymously make a report via our Speak Up Helpline. This whistleblowing and support line can be accessed 24 hours a day, all year, by anyone who works for or with us, including anyone working in our supply chains. To raise concerns about actual or suspected breaches of our Ethical Trade Requirements please contact:

- United Kingdom phone: 0808 234 7287
- Republic of Ireland phone: 1 800 552 072
- Netherlands phone: 0800 023 2214 / 0800 250 5001
- Online: www.selfridges.ethicspoint.com

1.3 Our due diligence

We aim to work with suppliers in a collaborative and transparent way to help improve the conditions across our supply chain. To aid this and gain further transparency of our supply chains, we may request evidence to demonstrate compliance with these Ethical Trade Requirements and applicable legislation, including:

- When requested, completion of a Self-Assessment Questionnaire (SAQ). We may also request details and documentation to evidence measures in place. As continued conversation plays a crucial role in meeting our sustainability goals, you will be asked to complete the SAQ every two years.[2]

- A social audit may be requested of our own-brand suppliers, and collaborative brand partners (i.e., where a product is made specifically in collaboration with a Selfridges Group retailer). Third-party social audits from well-known bodies will be accepted. Where a third-

[2] For Selfridges a small fee may be incurred, dependent on supplier category.

party audit is not available, one of our businesses may enact one through its preferred social audit partner, in collaboration with the supplier or brand partner.[3]

1.4 Remediation

Our due diligence approach emphasises prevention, but if a breach of these Ethical Trade Requirements is identified, our remediation process will come into effect. In such an instance, we are dedicated to undertaking collaborative work to develop responsible business solutions.

Suppliers will be expected to instigate a remediation process, in line with the UN Guiding Principles on Business and Human Rights, ILO Declaration on Fundamental Principles and Rights at Work or OECD Guidelines for Multinational Enterprises.

The determined business 'relationship to harm' will be a key element in determining the appropriate level of engagement from a Selfridges Group retailer in such a remediation process.

2. EMPLOYMENT AND WORKING CONDITIONS

2.1 Employment is freely chosen

Reference is made to ILO Convention C29 (Forced Labour Convention and its 2014 Protocol) and C105 (Abolition of Forced Labour Convention)

2.1.1 There is no forced, bonded or involuntary prison labour.

2.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

2.1.3 There is no use of modern slavery including child and forced labour and human trafficking.

2.1.4 Suppliers must be compliant with applicable modern slavery legislation. Where reasonably requested, suppliers must provide appropriate evidence of risk assessments and mitigation actions and where relevant remediation undertaken.

2.2 Freedom of association and the right to collective bargaining are respected

Reference is made to ILO Convention C87 (Freedom of Association and Protection of the Right to Organise Convention) and C98 (Right to Organise and Collective Bargaining Convention)

2.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

2.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.

2.2.3 Workers' representatives are not discriminated against and have access to carry out their representative functions in the workplace.

2.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

2.3 Working conditions are safe and hygienic

[3] Selfridges Group banners will not proceed with any own-brand supplier if, when requested, an independent audit cannot be provided and/or access is refused to a nominated auditor. Further terms may be applied at banner level. A proportionate approach will be taken in reviewing business relationships with any approved supplier who subsequently fails to comply with these terms.

2.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by assessing and minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

2.3.2 Workers must not be locked into their places of work and adequate means of fire escape must be provided.

2.3.3 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.

2.3.4 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided free of charge.

2.3.5 In geographically isolated areas of the developing world, where labour is brought in from surrounding areas to semi-permanent/permanent dwelling, the employer shall provide at least a minimum standard of support services, where possible including schooling, medical and health facilities and recreational facilities.

2.3.6 Where management provides dedicated transport for the movement of the workforce within the workplace, these shall conform to the minimum standards set down in the appropriate applicable transport legislation. In the absence of such legislation, the management shall make every reasonable effort to minimise risk to the workforce whilst transporting them.

2.3.7 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

2.3.8 Suppliers and their manufacturers should assign responsibility for health and safety to a senior management representative.

2.4 Child labour shall not be used

Reference is made to ILO Conventions C138 (Minimum Age Convention) and C182 (Worst Forms of Child Labour Convention)

2.4.1 There shall be no new recruitment of child labour.

2.4.2 Suppliers shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child. The ILO and the ETI Base Code state that a child is any person younger than 15 years of age, unless applicable minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply.

2.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.

2.4.4 Suppliers' policies and procedures shall conform to the provisions of the relevant ILO standards.

2.5 Living wages are paid

2.5.1 Wages and benefits paid for a standard working week meet, at a minimum, applicable legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

2.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

2.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by applicable law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded.

2.5.4 The Employer Pays Principle shall be adopted. No worker shall pay for a job - the costs of recruitment should be borne not by the worker but by the employer.

2.6 Working hours are not excessive

2.6.1 Working hours must comply with applicable laws, collective agreements, and the provisions of 2.6.2 to 2.6.6 below, whichever affords the greater protection for workers. Sub-clauses 2.6.2 to 2.6.6 are based on international labour standards.

2.6.2 Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week. (International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced.)

2.6.3 All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.

2.6.4 The total hours worked in any 7-day period shall not exceed 60 hours, except where covered by clause 2.6.5 below.

2.6.5 Working hours may exceed 60 hours in any 7-day period only in exceptional circumstances where all of the following are met:

- This is allowed by applicable law.
- This is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce (if there is a collective agreement in place);
- Appropriate safeguards are taken to protect workers' health and safety; and
- The employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

2.6.6 Workers shall be provided with at least one day off in every 7-day period or, where allowed by applicable law, 2 days off in every 14-day period.

2.7 No discrimination is practiced

Reference is made to ILO Conventions C100 (Equal Remuneration Convention) and C111 (Discrimination (Employment and Occupation) Convention)

2.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on race, caste, ethnic origin, colour, national or social origin, migration status, language, religion, age, disability, illness, gender, marital status, gender identity, pregnancy, family status, sexual orientation, membership in or sympathy with worker organisations including unions, political affiliation, economic or social situation, or receipt of public assistance.

2.8 Regular employment is provided

2.8.1 To every extent possible work performed must be on the basis of a recognised employment relationship established through applicable law and practice.

2.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or 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 avoided through the excessive use of fixed-term contracts of employment.

2.9 No harsh or inhumane treatment is allowed

2.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation are prohibited.

3. BUSINESS ETHICS

3.1 No bribery or corruption will be tolerated

3.1.1 The offering, paying, soliciting or accepting of bribes including facilitation payments is strictly prohibited.

3.1.2 A bribe may involve giving or offering any form of gift, consideration, reward or advantage to someone in business or government in order to obtain or retain a commercial advantage or to induce or reward the recipient for acting improperly or where it would be improper for the recipient to accept the benefit.

3.1.3 Bribery can also take place where the offer or giving of a bribe is made by or through a third party, e.g. an agent, representative or intermediary.

3.1.4 Some examples of potential bribes are as follows. This is not an exhaustive list:

- Gifts or hospitality with a value above a reasonable level.
- Provision or reimbursement of travel expenses.
- The uncompensated use of company services, facilities or property.
- Cash payments, loans, loan guarantees or other credit.
- The provision of a benefit, such as an educational scholarship or healthcare, to a member of the family of a potential customer/public or government official.
- Providing a sub-contract to a person connected to someone involved in awarding the main contract.
- Engaging a local company owned by a member of the family of a potential customer/public or government official.

3.1.5 Facilitation payments are small payments or fees requested by government officials to speed up or facilitate the performance of routine government action (such as the provision of a visa or customs clearance). Such payments are strictly prohibited.

3.1.6 Suppliers and their employees must comply with all applicable anti-bribery and corruption laws.

3.1.7 Suppliers must have in place anti-corruption and bribery procedures to prevent employees or persons associated with its business from committing offences of bribery or corruption.

3.1.8 Suppliers and representatives must properly implement these procedures into their business and review them regularly to ensure that they are operating effectively.

3.2 Privacy

3.2.1 Suppliers shall ensure that personal and sensitive data related to employees, customers, and business partners are handled responsibly and in compliance with applicable data protection laws. This includes but is not limited to implementing secure data storage practices, limiting access to authorized personnel, and ensuring transparency about data collection and usage.

4. ANIMAL WELFARE AND TRANSPORTATION

4.1 Animal welfare

4.1.1 As a minimum, suppliers shall adhere to five fundamental freedoms as recommended by the World Society for the Protection of Animals (WSPA) which set standards for basic animal welfare. Animals must have:

- Freedom from hunger and thirst by ready access to fresh water and an appropriate diet to maintain full health and vigour.
- Freedom from discomfort by providing an appropriate environment including shelter and a comfortable resting area.
- Freedom from pain, injury or disease by prevention or rapid diagnosis and treatment.
- Freedom to express normal behaviour by providing sufficient space, proper facilities and company of the animal's own kind.
- Freedom from fear and distress by ensuring conditions and treatment which avoid physical or mental suffering.

4.1.2 Suppliers must ensure that staff are skilled and competent in animal husbandry and welfare and have a good working knowledge of the animals in their care.

4.1.3 Suppliers must comply with applicable legislation on animal welfare, transportation, and slaughter.

4.2 Transportation

4.2.1 In addition, animals must not be transported for longer than 8 hours and should be sourced locally wherever possible, to avoid long journeys to abattoirs.

4.2.2 Animals must go directly from farm to slaughter, and not via livestock markets.

4.2.3 Animals must have adequate bedding, space and ventilation during the transportation.

5. ENVIRONMENT

Suppliers shall seek to:

5.1 Make continuous improvements in their environmental performance and will identify, monitor and minimise the environmental impacts of their operations, ideally by using an externally accredited management process and with reference to science-based targets and industry standards. Suppliers are expected to work towards setting science-based greenhouse gas emissions reduction targets covering scopes 1 and 2, and relevant Scope 3.

5.2 As a minimum, comply with the requirements of applicable laws and regulations.

5.3 Demonstrate improved environmental performance over time, including but not limited to the areas of:

- Energy and fuel use including renewables.
- Greenhouse gas emissions in line with OECD guidelines.
- Water consumption, particularly in regions of water scarcity.
- Effluent generation, treatment and water pollution.
- Chemical and hazardous substance use.
- Air, noise and odour pollution.
- Resource and material selection and use.
- Packaging optimisation.
- Waste generation and recycling.
- Biodiversity, land use, deforestation and habitat loss.

5.4 Minimise their use of raw materials, continually looking for more efficient processes and maximise their use of recycled materials.

5.5 Reduce waste and continually strive to recycle as much of their waste as possible. Waste shall be disposed of in an efficient, safe and environmentally responsible way and in full compliance with applicable laws.

5.6 Avoid contamination of the local environment and ensure that air, noise and odour pollution is within applicable defined limits.

5.7 Innovate to find sustainable alternatives to using fossil fuel-based and non-renewable resources.

5.8 Minimise chemical use and abide by applicable laws and Codes of Practice for the use of pesticides and chemicals including those that are hazardous or restricted.

5.9 Where a supplier is engaged to undertake design and/or construction projects, such projects must be delivered in accordance with Selfridges Group project specifications and requirements, including but not limited to internal Green Build Guidelines, and relevant external standards (such as BREEAM). Suppliers must comply with all requirements set out in project briefs, contracts and other project documentation provided.

6. MATERIALS AND INGREDIENTS

We have a number of commitments to not sell (the "Prohibited Materials"), and to responsibly source (the "Restricted Materials") products, ingredients and materials with known sustainability and ethical issues. Suppliers must abide by these commitments and provide products consistent with the requirements detailed in clause 6. In line with our materials requirements, suppliers may be requested to supply evidence of compliance with our standards. The type of evidence and/or certification required will depend upon the material itself. If a brand or supplier is unable to provide suitable certification, Selfridges Group may have a sample of the material independently tested. If found to be in breach of our requirements, the brand will be responsible for any testing fees incurred.

6.1 Prohibited Materials

6.1.1 Prohibited Plastics

6.1.1.1 **Single Use Plastics**

Single use plastic are items which are either designed to be used for one time only by the consumer before they are thrown away or recycled, or likely to be used in such a way.

For our EU businesses, de Bijenkorf and Brown Thomas Arnotts, compliance with the EU Single Use Plastics Directive (Directive (EU) 2019/904) is required, banning items such as:	For our UK business, Selfridges, compliance with Environmental Protection (Plastic Plates etc. and. Polystyrene Containers etc.) (England) Regulations 2023 is required. In addition, Selfridges has implemented a ban on further single-use plastics, including:
- Plastic straws - Cosmetic wet wipes - Plastic water bottles - Cotton bud sticks - Cutlery (forks, knives, spoons, chopsticks) - Plates - Stirrers - Balloon sticks - Oxo-degradable plastics	- Plastic straws - Cosmetic wet wipes - Plastic water bottles or carbonated drinks bottles - Plastic carrier bags - Balloons

- Single-use coffee cups with a plastic lining - Expanded polystyrene (EPS) food containers and cups	

6.1.1.2 **Microbeads**

Microbeads are banned from cosmetics and personal care products. Microbeads are defined as solid plastic particles that are not water-soluble, not more than 5mm at its widest point, and not less than one nanometre at its narrowest point.

6.1.1.3 **Plastic-Based Glitter**

Cosmetics are banned containing plastic-based glitter. Glitter is defined as solid plastic less than 5mm in diameter, including but not limited to Polyethylene, PET, PMMA, PVC, Acrylates Copolymer (including when combined with another polymer) and plant derived, bio-plastic or biodegradable plastic.

6.1.2 Prohibited Animal and Plant Materials

6.1.2.1 **Fur**

Fur is defined as any animal skin or part of an animal with hair or fur fibres attached, either in its raw or processed state or the pelt of any animal killed for the animal's fur. "Animal" includes, but is not limited to, mink, fox, rabbit, raccoon dog, chinchilla, coyote, raccoon, beaver

- Fur described as "wool", including rabbit (i.e. angora fur or wool), raccoon, raccoon dog, fox or mink "wool".
- Astrakhan Fur or Persian Wool or Swakara (sourced from the Karakul lamb)
- All products containing faux fur, including trims, must have the fibre specified on product labels.

This definition of fur does not include sheepskin, sheep fleece, or shearling; cowhide with hair attached or 'pony hair'. These materials must meet our leather requirements in 6.1.2.2 below.

6.1.2.2 **Leather**

Leather is only permitted where it is derived from cow/calf, sheep/lamb, pig, goat or water buffalo and is obtained as a by-product of the meat industry. Leather derived from animals killed primarily for their skins, live skinned or live boiled is strictly prohibited.

6.1.2.3 **Exotic Skins**

Exotic skins are prohibited. Any skin or leather not derived from cow/calf, sheep/lamb, pig, goat, or water buffalo as a by- or co-product of the meat industry is not permitted. Examples of prohibited skins include, but are not limited to, lizard, snake, python, alligator, crocodile, caiman, ostrich, deer, pony, zebra, turtle, and armadillo.

6.1.2.4 **Exotic Feathers**

Any feathers not a by-product of the poultry industry and not derived from geese, duck, turkey, or chicken.

6.1.2.5 **Exotic Horn**

Any horn not derived from cow/calf, sheep/lamb, pig, goat, and water buffalo.

6.1.2.6 **Endangered Species**

Endangered and vulnerable animals and plants as listed on CITES (Convention on International Trade in Endangered Species) Appendix I, or that appear on the International Union for Conservation of Nature's Red List of Threatened Species (IUCN Red List) and fall under vulnerable, endangered, critically endangered, extinct in the wild and extinct categories, will be considered a prohibited material.

6.1.2.7 **Cotton sourced from high-risk regions**

Materials, including but not limited to cotton, are prohibited where they are sourced from countries or specific regions that are widely recognised by governments, international organisations or credible civil society bodies as presenting a high risk of forced or child labour.

6.1.2.8 **Mohair** (de Bijenkorf only[4])

The use of mohair, any fabric or yarn made from the hair of an Angora goat.

6.1.3 Prohibited Timber and Paper Products

6.1.3.1 Products that do not meet relevant laws including EU Timber Regulations, UK Timber Regulations and UK FLEG.

6.1.4 Other Prohibited Materials and Ingredients

6.1.4.1 **Specific Materials**

- Foie gras
- Fish rated '4 (Orange)' or '5 (Red)' by the Marine Conservation Society.
- Shark (a.k.a. Galuchat, Squalene) including shark oil within beauty products
- Palm oil and derivatives used in own-brand and branded food products only. (Selfridges only)[5]

6.2 Restricted Materials: materials, ingredients and products that may only be sold or used in our operations upon meeting certain criteria

6.2.1 Restricted Plastics

6.2.1.1 Single-use plastic cups may be used only where they are made from recycled and recyclable plastic.

[4] Applicable to de Bijenkorf only.
[5] Applicable to Selfridges only.

6.2.2 Restricted Animal and Plant Materials

6.2.2.1 For any plants or animals on CITES Appendices II or III, suppliers must ensure they are legally sourced and supported by appropriate documentation demonstrating full legal compliance and traceability, including but not limited to copies of CITES permits (export/import permits and certificates of origin.) Where information provided is incomplete, unclear or cannot be verified, Selfridges Group reserves the right to restrict or decline the use of such materials.

6.2.3 Restricted Timber and Paper Products

6.2.3.1 Timber and paper goods directly purchased for use in our business may be used only if recycled or FSC® certification can be provided.