



FILA GROUP

GLOBAL CODE OF CONDUCT FOR FILA BUSINESS PARTNERS

Section I. Introduction

1. Purpose and Scope

FILA Group is committed to the principles set forth in the FILA Group Global Policy on Human Rights as well as the principles of human rights, ethical conduct, social and environmental sustainability, data and asset protection and compliance with applicable law set forth in this Global Code of Conduct for FILA Group Business Partners (this “Code of Conduct”). This Code of Conduct contains key requirements and standards that all FILA Group Business Partners must follow in order to conduct FILA Group related business in a manner that supports these principles. These principles are also important to FILA® brand consumers.

2. Applicability

This Code of Conduct applies to FILA Group Business Partners.

For purposes of this Code of Conduct, the foregoing terms shall have the following meanings:

“FILA Business Partners” shall mean all entities directly contracting with FILA Group, including but not limited to FILA Group’s contractors, suppliers, subcontractors, distributors, and licensees and their respective suppliers, subcontractors and other vendors engaged in FILA-related business.

“FILA Group” shall mean FILA Holdings Corp. and the entities that it directly or indirectly wholly owns or controls by FILA Holdings Corp. and operates FILA or FILA-related business.

“FILA Group Members” shall mean the executives, directors and/or employees of FILA Group.

3. FILA Business Partner Policies

FILA Business Partners conduct business in a broad range of jurisdictions and operate independently from FILA Group. As such, FILA Business Partners may adopt their own code of conduct requirements, standards, policies and procedures to meet local legal and internal business requirements provided such standards are no less protective of FILA Group than the requirements and standards set forth in this Code of Conduct.

Section II . Human Rights

1. Non-discrimination

FILA Business Partners are prohibited from any discrimination in employment practices. Individual diversity should be respected and no employment decisions shall be made on the basis of gender, gender identity or expression, maternity, marital status, age, race, color, ethnic origin, nationality, religion, disability, social or ethnic origin, political beliefs, sexual orientation, educational background or any other classification protected by law. Employment opportunities must be equally provided on the basis of ability and not on the basis of personal characteristics or beliefs.

2. Harassment

FILA Business Partners must be committed to a non-violent working environment, free of threats, intimidation and physical harm. FILA Business Partners must not inflict or threaten to inflict corporal punishment or any other forms of physical, sexual, psychological or verbal abuse, harassment, coercion, or threats on any of their workers. All workers must be treated with dignity and respect. Any acts or threats of violence must be reported immediately. Written disciplinary policies and procedures and records of disciplinary actions for all workers must be maintained.

3. Forced Labor

FILA Business Partners must not employ or use forced, imprisoned, indentured, bonded or any other form of compulsory labor including, but not limited to, labor that is imposed as a means of sexual exploitation, political or other coercion, or as a punishment for political or religious views.

If a FILA Business Partner engages foreign or migrant workers, all agency fees must be paid by the FILA Business Partner. Workers must not pay any fees or other payments to any FILA Business Partner or their respective agencies for the purpose of being hired or as a condition of employment. No such fees shall be deducted or withheld from wages or otherwise passed on to the workers. Workers must not be required to remain beyond the period of his or her engagement against his or her will. FILA Business Partners must not retain worker's identification documents or collect deposits at time of hire. Workers must have freedom of movement within their workplace and living quarters, if any. Workers must maintain possession or have control of personal identity and travel documents at all times. Foreign or migrant workers must be recruited and/or employed in full compliance with the laws of the host country, including employment, labor and immigration laws and must not be subjected to threats of termination or deportation. FILA Business Partners must only use legally recognized employment agencies with a current license.

4. Child Labor

FILA Business Partners must not employ child labor. No person will be employed at an age younger than the applicable legal minimum age, or age fifteen (15), whichever is greater. Official and verifiable documentation that confirms each worker's birth date, or a legally recognizable means of confirming each worker's age, must be maintained by all FILA Business Partners. Employees under the age of eighteen (18) must not perform hazardous work that may jeopardize their health, safety or morals. Hazardous work includes but is not limited to: work at dangerous heights or in confined spaces; work with hazardous substances, dangerous machinery, equipment and/or tools; work that involves the manual handling or transport of heavy loads; and night work.

5. Hours of Work

FILA Business Partners must ensure that, except in extraordinary business circumstances, on a regularly scheduled basis, workers will not be required to work more than the lesser of (a) sixty (60) hours per week, including overtime, or (b) the limits on regular and overtime hours allowed by applicable law. In addition, except in extraordinary business circumstances, all workers must be entitled to at least one day off in every consecutive seven (7) day period. Workers must not be penalized or dismissed for refusing to work more than the limits on regular and overtime hours allowed by local laws and regulations. Workers must be informed about overtime obligations prior to time of hire and in advance of the overtime shift, and be allowed to refuse to work overtime without punishment, penalty, disciplinary action or loss of future overtime opportunities.

6. Fair Wages and Terms of Employment

FILA Business Partners must ensure that agreed terms of employment are in place with their workers and must provide workers with clear written and understandable information regarding how wages are calculated and FILA Business Partners must comply with such written terms. FILA Business Partners must compensate workers fairly by complying with the minimum wages and benefits required by local law or the local industry standard, whichever is higher. Workers must be paid for overtime hours at the rate legally required in the country of employment. In those countries where such laws do not exist, workers must be compensated for overtime at a rate at least equal to their hourly compensation rate. Wages must be established in recognition of workers' basic needs. Wages must be paid at least monthly. Wages shall be paid directly to workers, or if the worker has agreed otherwise, paid directly into a worker-controlled account. An itemized wage statement must be provided to each worker must, which, at minimum, will include pay period, wages earned for the pay period, rate of pay, regular and overtime hours worked, deductions and benefits. No deductions shall be made from wages for disciplinary purposes.

7. Freedom of Association and Collective Bargaining

FILA Business Partners must ensure that each of their workers has the right to establish and join organizations of the worker's choosing. FILA Business Partners must respect and recognize the rights of all workers to lawfully organize and bargain collectively and must not threaten, restrict or interfere with any worker's non-violent exercise of such right. Where the right to freedom of association and collective bargaining is restricted by law, effective communication methods must be established between workers and management. Employment of workers must not be subject to the condition that he/she shall not join a union nor relinquish trade union membership.

8. Safety and Health

FILA Business Partners must be committed to providing a safe, clean and healthy working environment. All workplaces must be free of hazardous conditions, have clearly marked exits for events of emergency, be sanitary and provide adequate ventilation, temperature control, lighting and safety equipment. Workers must be adequately trained on health and safety procedures and necessary protective equipment must be provided and used by all workers in accordance with applicable law and industry standards. Health and safety notices shall be posted and updated regularly. All health and safety information must be provided in language(s) understood by all workers. Workers who work with or are exposed to chemicals and hazardous materials must be adequately trained on safe handling, storage and disposal of these materials. Workers who work with dangerous equipment must be adequately trained on safe operation and handling. Safety signs and manuals for all dangerous equipment must be provided. Workers must be trained periodically on evacuation procedures in case of emergency. FILA Business Partners providing residential accommodations for workers must ensure that such accommodations are clean and safe. The presence/use of illegal drugs, explosives, weapons, or radioactive materials can pose serious health and safety risks to workers and consequently are not be permitted in FILA Business Partner workplaces.

Section III. Ethical Business Operations

1. Compliance with Laws and Regulations

FILA Business Partners must comply with all applicable laws and regulations. FILA Business Partners have an affirmative obligation to know, understand and abide by laws and regulations governing employees and workers, working conditions, production and labeling of merchandise, product safety, testing of products, exportation and importation of products, sale and distribution and pricing of products, data privacy, and the general operation of such FILA Business Partner's business activities. The FILA Business Partner must provide training opportunities for their employees to promote awareness of and compliance with applicable laws and regulations and must monitor compliance with such applicable laws and regulations.

2. Anti-Bribery and Anti-Corruption

FILA Business Partners must conduct their business activities with high ethical standards, honesty and deal fairly with all counterparties. The offering, paying, soliciting, or accepting of bribes, kickbacks, including facilitation payments of any kind, is strictly prohibited.

FILA Business Partners must comply with the following anti-bribery and corruption laws: the U.S. Foreign Corrupt Practices Act (FCPA), the Corruption of Foreign Public Officials Act of Canada (FCPOA), the U.K. Bribery Act (UKBA), the Foreign Bribery Prevention Act of Korea (FBPA), the Prevention of Bribery Ordinance of Hong Kong (POBO), the Luxembourg Criminal Code, the Dutch Criminal Code, the Italian Anti-Bribery and Anti-Corruption Law (DLGS 231/2001), the PRC Criminal Code, the Mexican Federal Criminal Code, and any anti-bribery and corruption laws applicable in jurisdictions in which FILA Business Partners conduct business (collectively, “Anti-corruption Laws”). FILA Business Partners must have and maintain policies and programs to comply with Anti-corruption Laws and prevent unlawful payments made for the purpose of obtaining or retaining business. In addition to the remedies set forth in the Violations section of this Code of Conduct, FILA Business Partners may be subject to deduction from or cessation of payments otherwise owed by FILA Group in response to instances of fraud, bribery, or other improper influence as reasonably determined by FILA Group in FILA Group’s sole discretion.

3. Antitrust and Competition

FILA Group competes fairly and vigorously everywhere it does business. All FILA Business Partners are expected to comply with antitrust and competition laws throughout the world. Antitrust laws prohibit agreements or understandings among actual or potential competitors to control prices, fix bids, boycott specific suppliers or customers, or limit the production and sales of product lines.

4. Trade Controls

FILA Business Partners shall comply with all applicable customs and trade laws, including laws that control the transport, import, and export of FILA related products and information and laws that restrict dealings with entities and individuals located in countries subject to trade embargoes or subject to economic sanctions. FILA Business Partners must comply with FILA Group requirements designed to ensure cargo security and the expedited processing of FILA Group cargo.

5. Conflicts of Interest

FILA Group Members must make business decisions and take actions that are in the best interest of FILA Group. A conflict of interest exists any time a FILA Group Member is involved in an activity or decision that involves a conflict or the appearance of a conflict between the personal interests of such FILA Group Member and the interests of FILA Group. FILA Business Partners must not offer or accept excessive gifts, entertainment or hospitality to/from: FILA Group Members; other

FILA Group Business Partners; government officials; or other third parties; creating an influence on FILA Group or FILA Group Member business activities and/or decisions. FILA Business Partners and their executives, directors, and/or employees holding any significant economic interest in any third party business that does business with or competes with FILA Group shall disclose such conflict of interest prior to engaging in FILA Group related business.

6. Accuracy of Representation and Reporting

FILA Group expects FILA Business Partners to carry out business activities in a timely, appropriate, accurate, transparent and understandable manner. FILA Business Partners must not make any false representations in connection with any FILA business related activities, records, transactions, reports, or disclosures whether oral or written and regardless of the purpose for which such representations are made.

Section IV. Responsible Business Operations and Sourcing of Goods

1. Safety of Products and Services

FILA Business Partners must comply with applicable laws and regulations related to consumer product safety and maintain sufficient quality management systems to provide safe products and services to consumers. All products must be made of materials that conform to the chemical thresholds required by applicable laws enacted to protect consumers from hazardous, dangerous, toxic, cancerous, or other unsafe or unhealthy substances in consumer goods. FILA Business Partners must ensure that products are tested and certified in accordance with applicable laws, industry standards, and FILA Group requirements. FILA Business Partners must deliver third-party testing reports upon reasonable request by FILA Group in a timely manner and furnish all general conformity certificates and third-party certificates confirming Product compliance in accordance with applicable laws and FILA Group requirements.

2. Environment and Sustainability

FILA Business Partners are expected to share a commitment to responsible sourcing and must adopt measures to mitigate negative impacts of their operations on the environment. FILA Business Partners must comply with applicable environmental local, national and international laws and regulations. FILA Business Partners are encouraged to collaborate towards more sustainable operations and take practical steps to minimize the use of waste, energy, water and raw materials. Where possible, these resources should be renewable or sustainably sourced.

3. Animal Welfare

FILA Business Partners must adopt practices that meet or exceed applicable international, national and local regulations and best practice standards for animal welfare. FILA Group will

not accept any product containing any amount of fur or skin from any creature protected by applicable law.

4. Subcontracting

FILA Business Partners shall not subcontract any part of the manufacturing process without FILA Group's prior written approval. All subcontractors must agree to comply with the terms of this Code of Conduct.

Section V. Asset & Data Protection

1. Intellectual Property

FILA Group is strongly dependent on its intellectual property rights and their protection. FILA Group's valuable assets include its trademarks, patents, copyrights, trade secrets, and other related intellectual property. FILA Group's intellectual property shall be used solely as authorized by FILA Group in writing and solely in connection with authorized FILA Group related business. FILA Business Partners shall protect FILA Group intellectual property against infringement, theft or improper use. Misappropriation of FILA Group intellectual property shall be promptly reported to FILA Group.

2. Facility & Equipment

FILA Business Partners are responsible for the proper use, protection and conservation of FILA Group assets and resources, including but not limited to FILA Group business facilities, offices, laboratories, fulfillment centers and fixtures therein; goods, samples, raw materials, components, works in-process; software, equipment, computers, phones, computer networks, data; and corporate vehicles. FILA Group prohibits the possession of illegal drugs, explosives, weapons, or radioactive materials on FILA Group property.

3. Confidential Information

FILA Business Partners have access to confidential and proprietary information including non-public information including but not limited to information regarding strategic plans, products, manufacturing, vendors/suppliers, marketing, customers, employees, sales, pricing, mergers, acquisitions, divestitures, financial data, patents, personal information of employees and/or customers, contracts, trade secrets, patents, trademarks, copyrights and other intellectual property.

FILA Business Partners must safeguard FILA Group confidential and proprietary information, whether generated internally or acquired from third parties, and use such information solely for the purpose specified by FILA Group. If the business relationship between FILA Group and a FILA Business Partner is terminated, such FILA Business Partner must return any FILA Group physical and electronic confidential and/or proprietary information to FILA Group. FILA Business

Partners are obligated to maintain the confidentiality of FILA Group confidential information both during and after their relationship with FILA Group until such information has been publicly disclosed to a wide audience, for example by the issuance of a press release or upon the posting of such information on a FILA Group website.

4. Consumer Data Care and Protection

FILA Business Partners must protect consumer information gathered in connection with the operation of FILA related business. FILA Business Partners must comply with applicable laws and regulations as they pertain to data privacy and security.

Section VI. Procedures

1. Responsibility

FILA Business Partners are responsible for fully understanding and complying with this Code of Conduct. FILA Business Partners must regularly train their employees, suppliers, subcontractors and other business partners to ensure that all stakeholders in FILA related business comply with the requirements in this Code of Conduct.

2. Communication of this Code of Conduct

FILA Business Partners must take appropriate steps to ensure that the provisions of this Code of Conduct are communicated to their respective employees, suppliers, subcontractors and other business partners including the prominent posting of a copy of this Code of Conduct in the local language and in a place readily accessible to workers/employees, at all times.

3. Documentation and Inspection

FILA Business Partners must maintain documentation, kept according to generally accepted business practice, as may be needed to evidence Business Partner compliance with this Code of Conduct, and make such documents available to FILA Group for review upon request. In addition, all FILA Business Partners must permit FILA Group or its designated agents and customers to engage in any form of inspection activity including, but not limited to, factory inspections, document inspections and private interviews of FILA Business Partner workers without prior notice.

4. Reporting Concerns and Potential Violations

FILA Business Partner workers must report any concerns that they have about actions, policies or procedures by FILA Business Partners that are or may be a violation of this Code of Conduct. Concerns and potential violations of this Code of Conduct must be reported directly to FILA Group as follows:

Website: fila.ethicspoint.com

Mobile: filamobile.ethicspoint.com

Mobile QR Code:



Telephone:

(Korea) 080-880-0361

(United States) 844-415-1376

(China) 400-120-0254

(Vietnam) 1800-400188

Concerns reported directly to FILA Group through the means set forth above are confidential, secure and handled in compliance with privacy laws.

For all concerns or potential violations reported through any reporting channel, the responsible parties (managers, departments, and personnel) who have been duly authorized by FILA Group to handle such reporting must document and fully investigate concerns or potential violations, seriousness of the circumstances and steps taken to address the issue or conduct reported. Investigations and remediation (if any) must be reported to FILA Group executive management. FILA Business Partners and their respective suppliers and sub-contractors involved in or suspected to be involved in any violations must actively assist with any requests for cooperation and information from investigators.

5. Non-Retaliation

FILA Business Partners must ensure that there is no form of retaliation against anyone reporting a concern or potential violation of this Code of Conduct. Prohibited retaliation includes, but is not limited to, termination of employment, demotion, harassment, intimidation or unfair treatment. Any retaliation is a serious violation of this Code of Conduct.

6. Consequences of Violations

Consequences of violating this Code of Conduct may vary depending on the circumstances, but may include termination of the FILA Business Partner's relationship with FILA Group.