

## Movado Group Vendor Code of Conduct

Effective: December 1, 2020

Movado Group, Inc. and its subsidiaries ("Movado Group") is proud of our tradition of conducting our business in accordance with the highest ethical standards and in compliance with the laws of the United States and of the countries in which we produce, buy and sell our products. We are committed to legal compliance and ethical and sustainable business practices in all operations. Movado Group actively seeks to engage manufacturers, vendors, subcontractors, and suppliers that align with our core values, and we do business with those who share our commitment to obey the laws of the country in which they operate and the principles expressed in this Code of Conduct.

Movado Group believes in establishing and maintaining long-term relationships with our manufacturers, vendors, subcontractors and suppliers when possible. To achieve this, we rely on our partners to take the steps necessary to meet our expectations and, if they fall short, to proactively work with us to execute and achieve a corrective action plan in a reasonable time frame. Movado Group will not purchase products or components thereof from any vendor, manufacturer, subcontractor or supplier who is not committed to these principles or who knowingly permits any of its vendors, manufacturers, subcontractors or suppliers to violate them.

This Vendor Code of Conduct defines our minimum expectations. No Code can be all inclusive, but Movado Group expects our manufacturers, vendors, subcontractors, and suppliers to act reasonably in all respects, to extend principles of fair and honest dealings to all others with whom they do business, and to ensure that no abusive, exploitative or illegal conditions exist at their workplaces, or those of their manufacturers, vendors, subcontractors and suppliers.

Further, Movado Group requires the manufacturers, vendors, subcontractors, and suppliers from which we purchase products or components to certify to us, and to ensure that those manufacturers, vendors, subcontractors and suppliers with whom they do business have certified to them, that their respective business practices are lawful, ethical, and in compliance with the principles set forth in this Code of Conduct. We also require them to voluntarily and in good faith submit to the scrutiny of our Supplier Monitoring Program under which they will be inspected and evaluated to ensure their compliance with this Code of Conduct.

**Crimes against Humanity:** Movado Group will not tolerate exploitative or abusive conditions. Movado Group will not knowingly do business with any vendor, manufacturer, subcontractor or supplier who commits war crimes or other serious violations of international humanitarian law, crimes against humanity, or genocide, or who knowingly permits any of its vendors, manufacturers, subcontractors or suppliers to do so.

**Dignity and Respect:** Movado Group manufacturers, vendors, subcontractors, and suppliers must treat their employees with dignity and respect. Among other things, they must ensure that employees are not subjected to harsh or degrading treatment; sexual or physical harassment; mental, physical or verbal abuse; coercion; or intimidation in any circumstance.

**Forced Labor:** Movado Group vendors, manufacturers, subcontractors and suppliers must not use forced labor, prison labor, indentured labor or exploited bonded labor, or permit any of their vendors, manufacturers, subcontractors or suppliers to do so. Forced Labor should be considered to include any work or service that is extracted from any person under the threat of penalty for its non-performance and for which the worker does not offer himself or herself voluntarily, including, without limitation, with respect to migrant workers by charging recruitment fees, retaining identity documents, or using contracts written in a language that is not readily understood. Workers must be permitted to freely resign after providing reasonable notice. Under no circumstances may Movado Group vendors, manufacturers, subcontractors and suppliers be involved in any form of human trafficking.

**Child Labor:** Movado Group will not purchase products or components manufactured by persons younger than 15 years of age or younger than the age of completing compulsory education in the country of manufacture where such age is higher than 15. Movado Group manufacturers, vendors, subcontractors, and suppliers are expected to implement a system of age verification and to adopt policies that prevent the recruitment and hiring of under-age workers.

**Harassment or Abuse:** Movado Group manufacturers, vendors, subcontractors, and suppliers shall ensure that their employees, and the employees of their vendors, manufacturers, subcontractors, and suppliers, are not subjected to physical, sexual or psychological harassment or abuse.

**Nondiscrimination:** Movado Group manufacturers, vendors, subcontractors, and suppliers shall not subject any person to discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, age, sex, gender, sexual orientation, gender identity, gender expression, political opinion, or social or ethnic origin. Movado Group manufacturers, vendors, subcontractors, and suppliers shall ensure that full maternity and paternity rights are respected according to the applicable laws.

**Hazardous Substances:** Movado Group manufacturers, subcontractors and suppliers shall not manufacture, trade, and/or use chemicals and hazardous substances subject to international bans or phase-outs due to their high toxicity to living organisms, environmental persistence, and potential for bioaccumulation or potential for depletion of the ozone layer. Movado Group manufacturers, subcontractors and suppliers shall employ alternatives to other hazardous substances used in production processes wherever technically

and economically viable. Where the use of hazardous substances cannot be avoided, manufacturers, subcontractors and suppliers shall employ appropriate measures to minimize the risk of employee contact. They shall also establish clear lines of responsibility for safety, security, release prevention training and emergency response in relation to hazardous substances used in operations.

**Health and Safety:** Movado Group manufacturers, subcontractors and suppliers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities. Movado Group manufacturers, subcontractors and suppliers must fully comply with all applicable workplace conditions, safety and environmental laws and are expected to establish policies and procedures to train and protect workers from unsafe working conditions. Special attention should be given to fire, building, machinery, and chemical safety. Emergency routes and safety exits must be clearly marked, well-lit and free from obstructions. Evacuation plans should be prepared, and evacuation exercises should be conducted on a regular basis at least once a year or more frequently as prescribed by applicable local law. Fire-fighting equipment should be available and personal protection equipment. These provisions also apply to recreational areas and to housing if made available.

**Housing:** Movado Group manufacturers, vendors, subcontractors, and suppliers who provide residential facilities for workers are expected to maintain such housing to a reasonable standard of safety, repair and hygiene. In addition to complying with local laws and regulations, such housing must provide sufficient and proper sanitation facilities, appropriate hygiene facilities, potable water, and access to a power supply.

**Right to Water:** Movado Group requires its manufacturers, vendors, subcontractors, and suppliers to respect its workers' right to water and to provide workers with sufficient, affordable, and accessible water for personal use that is safe for drinking.

**Freedom of Association and Collective Bargaining:** Movado Group manufacturers, vendors, subcontractors, and suppliers are required to recognize and respect the right, in accordance with the laws of the countries in which they are employed, of employees to freely associate and to collectively bargain. Where legal restrictions exist, Movado Group manufacturers, vendors, subcontractors, and suppliers shall make available appropriate means to facilitate the freedom of association and collective bargaining (e.g., work councils).

**Defined Employment Relationships:** Movado Group recognizes that workers in temporary or casual working arrangements are more vulnerable to abuse. Accordingly, Movado Group expects its manufacturers, vendors, subcontractors, and suppliers to adopt and adhere to well-defined employment relationships and to provide regular employment whenever possible. Movado Group manufacturers, vendors, subcontractors, and suppliers should provide formal employment contracts that spell out the

terms and conditions of employment. These contracts should be written in a language that is easily understandable by the worker, preferably in the worker's native language. In addition, Movado Group manufacturers, vendors, subcontractors, and suppliers should clearly communicate their employment policies to all workers. Movado Group manufacturers, vendors, subcontractors, and suppliers should retain all records relating to its employee relationships and working conditions.

**Contract Labor:** Use of contract/contingent/temporary workers is prohibited if such hiring is not allowed by law. Where allowed by law, contract/contingent/temporary workers should be hired only when the permanent workforce is not sufficient to meet unexpected or unusually large volume of orders, exceptional circumstances may result in great financial loss if delivery of goods cannot be met on time, work needs to be done that is outside the expertise of the permanent workforce, or extreme unforeseen circumstances exist. Contract/contingent/temporary workers should not be used as a means to support normal business needs on a continuous basis or as a regular employment practice. Under no circumstances may Movado Group manufacturers, vendors, subcontractors, and suppliers use workers obligated under contracts which exploit them, which deny them the basic legal rights available to people and to workers within the countries in which they work, or which are inconsistent with the principles set forth in this Code of Conduct.

**Wages and Benefits:** Movado Group recognizes that wages are essential to meeting employees' basic needs, and we are committed to providing a living wage. Worker compensation should be sufficient to meet the worker's basic needs and provide some discretionary income. Movado Group manufacturers, vendors, subcontractors, and suppliers are expected to pay workers at least the minimum wage required by local law regardless of whether they pay by the piece or by the hour and to provide legally or contractually mandated benefits. In addition, Movado Group manufacturers, vendors, subcontractors, and suppliers shall (i) make payment to workers on a regular and pre-determined basis; (ii) accompany all payments by a wage slip that clearly details wage rates, benefits and deductions where applicable; (iii) not force workers to buy provisions from an employer owned business; and (iv) not make deductions from worker wages without due process.

**Work Hours:** Movado Group manufacturers, vendors, subcontractors, and suppliers shall not require their employees to work more than the limits on regular and overtime hours allowed by the law of the country of manufacture. Except under extraordinary business circumstances, employees of Movado Group manufacturers, vendors, subcontractors and suppliers shall be entitled to one day off in every seven-day period. Movado Group manufacturers, subcontractors and suppliers must inform their workers at the time of their hiring if mandatory overtime is a condition of their employment. Movado Group manufacturers, vendors, subcontractors, and suppliers shall not compel their workers to work excessive overtime hours. Regular hours should not exceed 48 hours in a week and, other than in exceptional circumstances, the sum of regular and overtime hours should not exceed 60 hours per week. Movado Group understands that those in management positions may exceed these limits in the course of carrying out their roles and

responsibilities.

**Overtime Compensation:** Movado Group manufacturers, vendors, subcontractors, and suppliers must compensate their workers for overtime hours at such premium rate as is legally required in the country of manufacture or, in countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

**Discipline and Grievance Procedures:** Movado Group manufacturers, vendors, subcontractors, and suppliers shall clearly communicate the business's disciplinary process and related standards on appropriate disciplinary procedures and employee treatment and apply these equally to all management and staff.

**Retaliation:** Retaliation of any kind against workers who seek to exercise their rights in good faith or who provide information to Movado Group concerning compliance or non-compliance with this Code of Conduct is strictly prohibited, and Movado Group manufacturers, vendors, subcontractors, and suppliers must not interfere with, discourage, or punish workers for exercising their rights or communicating with Movado Group or its representatives.

**Environment:** Movado Group manufacturers, vendors, subcontractors, and suppliers are required to comply with all relevant locally applicable environmental law and regulations. All waste materials and production by-products should be disposed of properly and in an environmentally responsible manner. Movado Group further expects its manufacturers, subcontractors and suppliers to identify and incorporate fiscally responsible ways to reduce environmental impacts and to work toward improving the sustainability of their operations.

**Diamonds Sourcing:** Movado Group manufacturers, vendors, subcontractors, and suppliers shall only purchase and use only diamonds that have been purchased from legitimate sources in compliance with United Nations Resolutions and not involved in funding conflict. Movado Group manufacturers, vendors, subcontractors, and suppliers shall guarantee, based on personal knowledge and/or written guarantees provided by the supplier of such diamonds, that all such diamonds are conflict free.

**Gold and other Precious Metal Sourcing:** Movado Group manufacturers, vendors, subcontractors, and suppliers shall not knowingly purchase gold or other precious metals that are sourced from mining operations that do not respect basic human rights as outlined in the United Nations Universal Declaration of Human Rights and all local laws and regulations. Movado Group manufacturers, vendors, subcontractors, and suppliers agree to work in collaboration with Jewelers of America, the Council for Responsible Jewellery Practices, other industry associations, the gold and precious mining industry, financial institutions, NGO's, Governmental Institutions, jewelry manufacturers, jewelry companies, and other stakeholders throughout the supply chain. Movado Group manufacturers, vendors, subcontractors,

and suppliers agree to assist in the development of methodologies, with the assistance and cooperation of the partners listed above, to determine the sources and supply chain for all of their gold products, including information about how gold is being mined, refined, and manufactured.

**Independent Verification:** Movado Group manufacturers, vendors, subcontractors, and suppliers agree to support the development of an independent third party verification system that verifies that diamonds, gold and other precious metals meet the criteria set forth herein.

**Legal and Ethical Business Practices:** Movado Group manufacturers, vendors, subcontractors, and suppliers must fully comply with all applicable local, state, federal, national and international laws, rules and regulations including, but not limited to, those relating to wages, hours, labor, health and safety, immigration, bribery, money laundering, and economic sanctions. Movado Group manufacturers, vendors, subcontractors, and suppliers must be ethical in their business practices.

**Compliance with all Policies:** Movado Group manufacturers, vendors, subcontractors, and suppliers must fully comply with all of Movado Group's policies as they pertain to Movado Group's supply chain, which are available at <https://www.movadogroup.com/corporate-responsibility> and, as applicable, with the policies of Movado Group's licensors.

**Communication and Accountability:** Movado Group manufacturers, vendors, subcontractors, and suppliers are required to take appropriate steps to ensure the provisions of this Code are communicated to their employees and their own supply chain. Movado Group manufacturers, vendors, subcontractors, and suppliers also should implement policies and procedures to ensure that the principles stated in this Code of Conduct are adopted and applied by their employees, suppliers, agents and contractors. Movado Group expects its manufacturers, vendors, subcontractors, and suppliers to be accountable and take responsibility for non-compliance issues and to be proactive in creating and implementing corrective action plans.

**Documentation:** Movado Group manufacturers, vendors, subcontractors, and suppliers are expected to keep proper documentation of their activities and compliance with applicable laws and this Code of Conduct. Such documentation includes, without limitation: (i) copies of national and local labor codes, health and safety regulations, and environmental requirements (including restricted materials and hazardous substances); (ii) complete employment records, including record of compliance with respect to migrant and contract worker recruitment fees; (iii) liability insurance documents; (iv) building code, occupancy and similar permits; (v) reports of health and safety violations and corrective measures; (vi) business registrations and certificates; (vii) government registrations or permits; (viii) taxation and other financial records; (ix) inspection records; (x) contracts; (xi) workplace guidelines, policies and rules; (xii) working permits for foreign employees; (xiii) training records; (xiv) dormitory rules and regulations; and

(xv) steps taken to comply with this Code of Conduct.

**Transparency:** Movado Group expects our manufacturers, vendors, subcontractors, and suppliers to be completely transparent with us about their ability to adhere to our policies, processes, and standards. Our manufacturers, vendors, subcontractors, and suppliers must provide Movado Group or its assessors complete and accurate business records, fully cooperate with the Movado Group Supplier Monitoring Program, provide free access to all employees including management and directly and indirectly employed workers, and implement any corrective action plan deemed appropriate by Movado Group. Coaching employees prior to or during an investigation is prohibited.

**Subcontractors and Suppliers:** Movado Group manufacturers, vendors, subcontractors, and suppliers are prohibited from using any subcontractor (any entity or individual hired, paid, directed or used to perform manufacturing tasks or processes on Movado Group products) or supplier (any individual or entity that produces component of the products and provides such components in order to assemble finished goods for the Movado Group) without Movado Group's prior written authorization. Movado Group may immediately and permanently discontinue business with any manufacturer, vendor, subcontractor, or supplier engaging in unauthorized subcontracting or supply, including the right to refuse delivery of the relevant products without payment and to prevent the sale of those products. Movado Group recognizes that extraordinary circumstances may require production to be shifted. We expect our manufacturers, vendors, subcontractors, and suppliers to timely inform us of such circumstances, and we will support our manufacturers, vendors, subcontractors, and suppliers in resolving the issue including issuing an emergent and temporary authorization to use a new subcontractor or supplier.

**Factory Authorizations:** All prospective (new) factories must be assessed by Movado Group prior to the placement of production in their facilities, including the manufacturing of samples or test orders. Through this process, Movado Group will assess whether the factory aligns with Movado Group's values, the principles set forth in this Code of Conduct, and applicable laws and regulations. Movado Group manufacturers, vendors, subcontractors, and suppliers are expected to inform Movado Group prior to placing production in a new factory and to facilitate Movado Group's assessment of that factory. Upon completion of the assessment, Movado Group will state whether the factory has been approved, provisionally approved, or not approved. Factories must commit to following this Code of Conduct prior to placement of production in their facilities. Existing Movado Group manufacturers, vendors, subcontractors, and suppliers will be assessed through the Movado Group Supplier Monitoring Program. Movado Group recognizes that extraordinary circumstances may require production to be shifted. We expect our manufacturers, vendors, subcontractors, and suppliers to timely inform us of such circumstances, and we will support our manufacturers, vendors, subcontractors, and suppliers in resolving the issue with minimal disruption.

**Anti-Corruption:** Movado Group is committed to working with manufacturers, vendors, subcontractors, and suppliers who do business in an honest and transparent way. In accordance with the U.S. Foreign Corrupt Practices Act of 1977 and other applicable international laws, Movado Group manufacturers, vendors, subcontractors, and suppliers may not pay bribes or otherwise make improper payment. Among other things, Movado Group manufacturers, vendors, subcontractors, and suppliers are strictly prohibited from offering, promising, or giving any money, gifts, accommodations, entertainment, or anything else of value (other than non-cash gifts of nominal value and customary business amenities) to any Movado Group employee or representative (including third party auditors). Any request by a Movado Group employee or representative to a Movado Group manufacturer, vendor, subcontractor, or supplier to make such an offer, promise, or gift should be immediately reported by the Movado Group manufacturer, vendor, subcontractor, or supplier to [corporate.responsibility@movadogroup.com](mailto:corporate.responsibility@movadogroup.com).

**Sanctions Compliance:** Movado Group expects that its manufacturers, vendors, subcontractors, and suppliers will not act, or provide any materials or services, whether directly or indirectly, for or on the behalf of any country, person or entity that is subject to government sanctions including, without limitation, those who appear on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets (OFAC) of the U.S. Department of the Treasury or is otherwise subject to OFAC or similar sanctions imposed by other governments. Without limiting the foregoing obligations, Movado Group manufacturers, vendors, subcontractors, and suppliers must ensure that no North Korean nationals or citizens are employed in the manufacture of Movado Group raw materials or finished goods.

**Tax Evasion:** Under no circumstances may Movado Group manufacturers, vendors, subcontractors, and suppliers engage in tax evasion or facilitate tax evasion on behalf of others. Movado Group manufacturers, vendors, subcontractors, and suppliers should have appropriate controls in place to minimize the risk of tax evasion or its facilitation.

**Privacy and Security:** Movado Group requires its manufacturers, vendors, subcontractors, and suppliers to comply with applicable privacy and Data Protection Laws and to maintain privacy and security policies and controls that meet or exceed all applicable legal and regulatory requirements. In order to comply with these obligations, Movado Group manufacturers, vendors, subcontractors, and suppliers should ensure that any third party that processes or shares personal information or data (as defined under applicable Data Protection Laws) in the context of the provision of services takes sufficient steps to comply with the requirements of applicable privacy and Data Protection Laws. If a Movado Group manufacturer, vendor, subcontractor, or supplier uses any subcontractor, supplier, manufacturer, or vendor, then these obligations in relation to data protection and security shall be passed down. For purpose of this section, "Data Protection Laws" means, as each may be amended or replaced from time to time: (i) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (ii) the General Data Protection Regulation (2016/279) (GDPR) and any



national law issued under the GDPR; (iii) the California Consumer Protection Act (CCPA); and (iv) any other data protection law, regulations, or regulatory requirements, guidance and codes of practice, as applicable.

**Counterfeiting and Unauthorized Sales:** Movado Group manufacturers, vendors, subcontractors, and suppliers are prohibited from engaging in counterfeiting or the use of counterfeit components and from making sales of Movado Group products to anyone other than the Movado Group. Incidences of alleged counterfeiting or unauthorized sales will be referred to Movado Group's legal and brand protection teams.

**Penalties:** Movado Group reserves the right to terminate its business relationship with anyone who violates this Code of Conduct or whose manufacturers, vendors, subcontractors, and suppliers violate this Code of Conduct. Movado Group reserves the right to terminate its business relationship with anyone who fails to provide written confirmation to Movado Group that it has a program in place to monitor its manufacturers, vendors, subcontractors, and suppliers for compliance with this Code of Conduct.

**Reporting:** Movado Group manufacturers, vendors, subcontractors, and suppliers and their respective employees are required to report actual or suspected violations of this Code of Conduct to Movado Group by calling Movado Group's hotline number (00)1 (201) 267-8323, by correspondence to our global headquarters Attn: SVP Global Value Chain at 650 From Road, Suite 375, Paramus, New Jersey 07652, or by informing a local Movado Group contact. Please note that due to local legal requirements, our hotline may not allow for reporting. In such circumstances, questions or concerns should be addressed to the Movado Group local contact or to Movado Group's global headquarters. No reprisals will be made against any person making a good-faith allegation and the confidentiality of complaints will be maintained to the greatest extent practicable and consistent with Movado Group legal and other obligations. Movado Group will take appropriate action to investigate all such reports. Movado Group manufacturers, vendors, subcontractors, and suppliers shall not interfere with such investigation and, as requested by Movado Group, shall provide cooperative assistance. The Movado Group hotline is not a substitute for manufacturer, vendor, subcontractor, or supplier discipline and grievance procedures.

This Code of Conduct was approved by Movado Group's Board of Directors and Chief Executive Officer on November 19, 2020.