

## SUPPLIER CODE OF CONDUCT

YETI is committed to respecting internationally recognized standards of labor, human rights (<u>Human Rights Policy</u>), environmental, and ethical conduct. This Supplier Code of Conduct ("Code") applies to all individuals and entities doing business on behalf of YETI Holdings, Inc. and its affiliates ("YETI"), including third-party agents, consultants, business partners, suppliers, and their respective employees (collectively "Suppliers"). This Code sets forth the minimum requirements that all Suppliers must comply with to do business with YETI.

A violation of this Code may result in disciplinary action, up to and including termination of employment or contractual relationship with YETI, in addition to any and all other rights and remedies available to YETI under applicable law. YETI reserves the right to reasonably change the requirements of the Code and, in such an event, expects the Supplier to accept such reasonable changes.

**Compliance with Laws and YETI Policies:** Suppliers shall comply with all applicable national, state and/or local laws and regulations, as well as YETI policies. To the extent that YETI policies impose a higher standard than what is required by applicable laws and regulations on its Suppliers, such higher standard will prevail.

**Labor Recruitment & Forced Labor:** Suppliers shall not use any form of forced, bonded, indentured, trafficked, slave or prison labor. All work shall be voluntary, and workers shall be free to leave work or terminate their employment with reasonable notice. All workers shall not be required to surrender any government-issued identification, passports or work permits to Suppliers or a recruitment agency as a condition of employment. Suppliers and their representatives shall not require workers to pay recruitment fees as a condition of employment.

**Child Labor:** Child labor is strictly prohibited. The minimum age for employment shall be the higher of 16 years of age, the minimum age for employment in that country or the minimum age for completing compulsory education in the country of operation. Suppliers shall comply with all relevant laws that apply to young workers (e.g., those between the minimum working age and the age of 18), including regulations related to hiring, safe working conditions, types of work, hours of work, proof of age documentation, and overtime.

**Employment Practices & Working Hours:** Suppliers shall have hiring practices that verify accurately age and ability to work legally in the country of employment. Suppliers shall not allow workers to exceed 60 hours per week, other than in exceptional circumstances. All overtime work shall be voluntary. Suppliers shall provide at least 24 consecutive hours of rest in every seven-day period. Employers shall provide workers with all official public holidays, reasonable meal and rest breaks, and paid annual leave as required under national laws, regulations, and procedures.

**Compensation:** Suppliers shall pay all workers at least the minimum wage and benefits required by applicable laws and regulations. Workers shall be compensated for overtime hours at the premium rate required by applicable laws and regulations.



**Discrimination & Harassment:** Suppliers shall provide a working environment that is free from discrimination or harassment, including discrimination and harassment based on gender, race, religion, age, sexual orientation or gender identity, disability, nationality, ethnic origin, marital status, medical status, union affiliation or any other protected class status in the country of employment. Harassment may include any sexual, physical, or mental abuse or corporal punishment. Supplier shall not make any employment decisions, including hiring, promotions and compensation, or termination, from being made on the basis of one of these categories as well. This includes decisions made based on the pregnancy status of workers. Suppliers shall abide by all protective provisions in national laws and regulations benefiting pregnant workers and new mothers. Employers shall not use pregnancy tests or the use of contraception as a condition of hiring or of continued employment.

**Grievance System:** Supplier shall have in place a mechanism that allows workers to raise any work-related concerns with no threat of retribution. The existence and scope of the grievance mechanism shall be understandable and communicated to all workers and their representatives.

**Subcontractors:** If permitted by the terms of its agreement with YETI, Suppliers shall not retain any Subcontractors without a thorough documented examination of the Subcontractors' person, reputation and integrity. In addition, Suppliers shall not retain any Subcontractors in connection with their provision of services or goods to YETI unless the Subcontractors comply with the Code. Suppliers shall remain responsible for ensuring that their Subcontractors comply with this Code.

**Freedom of Association:** Suppliers shall respect the rights of all employees to lawfully associate or not to associate with groups of their choosing, as long as such groups are permitted by law. Suppliers should not unlawfully interfere with, obstruct, or prevent legitimate, lawful employee associations and related activities.

**Environment:** Suppliers shall comply with all national and local environmental laws applicable to air emissions, waste handling and disposal, water use, wastewater discharges, and hazardous and toxic substances. Suppliers shall also validate and maintain records demonstrating that source materials were harvested in accordance with all international treaties in addition to national and local laws. Suppliers shall demonstrate compliance with <a href="YETI's Restricted Substances List">YETI's Restricted Substances List</a>.

**Environmental Stewardship:** Suppliers shall continuously work towards mitigating negative environmental impacts in daily operations.

**Health & Safety:** Suppliers shall provide all workers with a safe work environment, appropriate personal protective equipment, workplace health and safety information and training. Suppliers shall actively work to identify and correct safety deficiencies in a timely manner, and continuously improve workplace conditions to ensure and protect health and safety. Suppliers shall not unlawfully or unnecessarily restrict movement of workers.

**Conflict Minerals:** Sourcing of 3TG minerals (defined as tin, tungsten, tantalum, and gold) and other minerals from the Democratic Republic of the Congo ("DRC") or adjoining countries,



shall be done so responsibly, from certified mines and conflict free smelters. Suppliers shall have traceability programs in place that satisfy this requirement, and part of such programs shall include annual reporting to YETI by completing the Responsible Minerals Initiative's ("RMI") Conflict Minerals Reporting Template.

**Monitoring and Enforcement:** YETI, by itself or with the assistance of a third party, will take affirmative measures, such as announced and unannounced inspections of production facilities, to ensure compliance with this Code. Suppliers shall provide unrestricted access to all factory premises and shall make applicable documents available to YETI and their representatives upon request to demonstrate compliance with this Code.

Whistleblower Protection: Suppliers shall create programs to ensure the protection of worker whistleblower confidentiality and prohibit retaliation against workers who participate in such programs in good faith or refuse an order that is in violation of the Code. Suppliers shall provide an anonymous complaint mechanism for workers to report workplace grievances and Code violations in accordance with local laws and regulations.

**Conflicts of Interest:** Suppliers shall not engage in any activity with an employee of YETI which could create a real or perceived conflict of interest.

Anti-Corruption & Anti-Bribery: Suppliers shall not tolerate, permit, or engage in bribery, corruption or unethical practices whether in dealings with public officials or individuals in the private sectors. Suppliers shall conduct business in compliance with all applicable laws and shall avoid engaging in any activity which could be deemed a corrupt and/or unethical practice. Suppliers shall maintain integrity, transparency and accuracy in all records of matters relating to their business with YETI. For the purpose of obtaining or retaining business for the benefit of YETI, Suppliers shall not make or receive, offer to make or receive, or cause another to make or receive, payments or anything of value, to or from any public or private officials.

Confidentiality and Intellectual Property: All Suppliers and their representatives are expected to maintain the confidentiality of information entrusted to them by YETI or its customers. Suppliers shall respect and protect YETI intellectual property rights and maintain the confidentiality of trade secrets and other YETI proprietary information which includes any information that is nonpublic or not easily obtained or determined. Supplier shall not use stolen or misappropriated technology.

**Insider Trading:** YETI prohibits any form of illegal insider trading and expects Suppliers will comply with all applicable insider trading laws and their own internal policies governing insider trading. Insider Trading is any activity where someone buys, sells, or otherwise transacts in securities (stocks) while in possession of material nonpublic information about that company. Information is generally considered material when it may be seen as important to the investing public and could impact an investor's decision to buy, sell, or hold securities. Suppliers are prohibited from trading (buying, selling, or otherwise transacting in) YETI securities or those of any other company while in possession of material nonpublic information about YETI or that



other company. In addition, Suppliers are prohibited from sharing material nonpublic information with others who might trade based on it.

Acceptance of Gifts and Benefits: YETI prohibits giving or accepting gifts or entertainment exceeding nominal value to or from any of its Suppliers unless applicable law prohibits the giving or accepting of gifts or entertainment of even nominal value. This applies to YETI employees, agents, contractors, and each of their immediate family members. The following types of gifts and entertainment may never be offered, regardless of value: cash or cash equivalents (i.e., gift cards); any gifts that are or could be illegal; any gifts or entertainment (including meals, transportation and travel accommodations) offered in connection with an inspection, audit, during a bidding process involving the Supplier, or to a YETI agent or consultant working on behalf of YETI. This policy does not change during traditional gift-giving seasons.

Violations of the YETI Supplier Code of Conduct can be reported confidentially. To report suspected violations of the YETI Supplier Code of Conduct, please contact YETI through one of the following:

Internet: https://irdirect.net/yeti/whistleblower\_iframe?template=YETI

Phone (YETI Company Code: 9384):

USA: 800-916-7037

Para Español: 855-765-7249En Français: 877-591-3211

Australia: 180-081-0721Canada: 800-916-7037

En Français: 877-591-3211

• China: 400-120-0690

Indonesia: 62-803-621-9909Malaysia: 1-800-819-316

• Mexico: 800-099-5319

• Philippines: 1800-1-118-0006

• Poland: 00-800-121-0126

• Taiwan: 88-6801-491-555

• Thailand: 66-1800-018-168

United Kingdom: 800-652-3673

Vietnam: 84-1203-2161



## **Revision History**

Revision Date	Author/Department/Summary of Revisions
December 2019	Published
June 2022	Updated
February 2024	Updates Including: