BABY SAYS BOOKS LLC

SUPPLIER CODE OF CONDUCT

VERSION 1.0 • EFFECTIVE DATE November 21, 2026

PURPOSE AND SCOPE

Baby Says Books LLC (the "Company") is committed to responsible sourcing, ethical production, and respect for the people who make our products. This Supplier Code of Conduct (the "Code") establishes expectations for manufacturers, decorators, and other production partners involved in products supplied to the Company, including collegiate-licensed merchandise. The workplace provisions reflect the Fair Labor Association (FLA) Fair Labor Code for Manufacturing. Suppliers must comply with applicable law and, where this Code and applicable law differ, follow the provision providing greater protection to workers, to the extent permitted by law.

01 Employment relationship

Suppliers shall adopt and adhere to rules and conditions of employment that respect workers and safeguard their rights under applicable national and international labor and social security laws and regulations. Employment terms and required records shall be accurate and maintained in accordance with law.

02 Nondiscrimination

Employment decisions—including hiring, compensation, advancement, discipline, termination, and retirement—shall be based on qualifications and job-related criteria, without discrimination on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social group, ethnic origin, or any other characteristic protected by law.

03 Harassment or abuse

Workers shall be treated with respect and dignity. Physical, sexual, psychological, or verbal harassment or abuse is prohibited.

04 Forced labor

Forced labor, including prison labor, indentured labor, bonded labor, human trafficking, and other involuntary labor, is prohibited. Workers shall not be subject to coercion, retention of identity documents, recruitment-fee debt bondage, or improper restrictions on movement or employment.

05 Child labor

No person younger than 15 years of age, or younger than the age for completion of compulsory education, whichever is higher, shall be employed. Any higher minimum working age under applicable law must be respected. Young workers lawfully employed must be protected from hazardous work.

06 Freedom of association and collective bargaining

Suppliers shall recognize and respect workers' rights to freedom of association and collective bargaining, without retaliation or unlawful interference.

07 Health, safety, and environment

Suppliers shall provide a safe and healthy workplace, take appropriate steps to prevent work-related injury and illness, and comply with applicable health, safety, and environmental requirements. Suppliers shall take responsible measures to mitigate adverse environmental impacts of their operations.

08 Hours of work

Working hours shall comply with applicable law. The regular workweek shall not exceed 48 hours. Workers shall receive at least 24 consecutive hours of rest in each seven-day period. Overtime shall be consensual, compensated at a premium rate, and not routinely requested. Except in exceptional circumstances, combined regular and overtime hours shall not exceed 60 hours per week.

09 Compensation

Suppliers shall pay at least the applicable legal minimum wage or appropriate prevailing wage, whichever is higher, and provide all legally or contractually required benefits. Compensation must be paid accurately and on time. Consistent with FLA standards, compensation for a regular workweek should meet workers' basic needs and provide some discretionary income; where this is not yet achieved, suppliers are expected to pursue appropriate, progressive improvement.

10 Responsible sourcing and production transparency

Consistent with the FLA Collegiate Licensee Program's no-sourcing requirement, the Company prohibits sourcing products, components, or materials from the Xinjiang Uyghur Autonomous Region of China. Suppliers shall comply with this restriction and provide reasonably available information on sourcing origins when requested. Suppliers shall accurately identify facilities involved in production, finishing, or decoration; disclose proposed subcontracting in advance; and provide information needed for applicable collegiate supply-chain disclosures. Company production may not be subcontracted without prior written authorization.

11 Intellectual property and collegiate licensing authorization

University names, marks, artwork, logos, and other licensed materials may be used only as expressly authorized by the Company and the relevant rights holders. Suppliers shall manufacture only approved products, artwork, quantities, and specifications under valid written instructions; shall not produce unauthorized overruns, samples for third parties, or products for unrelated customers; and shall not sell, distribute, reproduce, or otherwise use licensed materials outside Company-authorized work. Artwork files, specifications, proofs, and related proprietary information shall be reasonably protected and shared only with authorized personnel for approved production. Suppliers shall promptly notify the Company of suspected misuse, unauthorized production, or disclosure. Nothing in this Code grants a supplier an independent license to any third-party trademark or other intellectual property.

12 Worker concerns, reporting, and corrective action

Suppliers shall communicate these standards to relevant personnel and maintain accessible channels through which workers can raise workplace concerns, including a confidential reporting option. Workers shall be informed how to report concerns and shall not face retaliation for raising a concern in good faith. Suppliers shall promptly communicate material alleged violations affecting Company products to Baby Says Books, protect the privacy of those involved to the extent reasonably practicable, and cooperate in assessing concerns and implementing appropriate corrective action. Suppliers shall also cooperate with applicable FLA or university-licensor inquiries and investigations.

IMPLEMENTATION AND CONTACT

Baby Says Books applies a risk-based, proportionate approach to supplier oversight based on its products, production arrangements, and available information. The Company communicates this Code to suppliers, maintains relevant facility records, considers concerns raised, and seeks timely, appropriate resolution of substantiated issues. Workers, suppliers, and other stakeholders may raise concerns directly with Baby Says Books at bradley@babysaysbooks.com, particularly when factory reporting channels are unavailable or ineffective. Reports will be handled discreetly to the extent practicable; retaliation for good-faith reporting is prohibited. Serious or unresolved concerns may be escalated to appropriate authorities or FLA processes. The Company reviews this Code as business, supplier, and licensing requirements evolve.

POLICY APPROVAL

Approving officer: Bradley Addison, Co-Founder & Publisher
Approval / effective date: November 21, 2026