

E.L.F. BEAUTY

Supplier Code of Conduct



e.l.f.
eyes.lips.face.

e.l.f.
SKIN

WELL
PEOPLE

KEYS
SOULCARE

Introduction

e.l.f. Beauty, Inc. (NYSE: ELF) (“e.l.f. Beauty”, “we” or “us”) is a multi-brand beauty company that offers inclusive, accessible, clean and cruelty-free cosmetics and skincare products.

- *WHO WE ARE.* We are bold disruptors with a kind heart. We’re disrupting traditional beauty boundaries while leading with empathy, intention and an innate desire to empower people.
- *OUR MISSION.* We build brands that disrupt industry norms, shape culture and connect communities through positivity, inclusivity and accessibility.
- *OUR PURPOSE.* We stand with every eye, lip, face and paw.

We believe our ability to deliver 100% cruelty-free, clean, premium-quality products at accessible prices with broad appeal differentiates us in the beauty industry. We believe the combination of our innovation engine, core value proposition, digitally-led strategy, as well as our world-class team’s ability to execute with speed, has positioned us well to navigate a rapidly changing landscape in beauty.

We strive to provide products that deliver extraordinary value and efficacy, are safe for consumers and that are friendly to both society and the environment. We are driven to “do the right thing” in our business, which includes, among other things, advancing a more a sustainable society.

In order to achieve this end, it is essential for us to collaborate with our suppliers, who are our business partners, in order to commit ourselves towards a sustainable society through our procurement activities.

This e.l.f. Beauty Supplier Code of Conduct (the “Code”) specifies the minimum code of conduct that we require our suppliers and subcontractors to respect and follow when they engage in transactions with and on behalf of us.

The standards stated herein have been set forth for the purpose of protecting the rights of workers in the supply chain and achieving compliance with laws.

- **Applicable Scope**

Suppliers who are engaged in transactions with and on behalf of e.l.f. Beauty are required to comply with this Code. In addition, suppliers are expected to require their subcontractors who are involved in business related to e.l.f. Beauty to comply with the same standards as those set forth herein.

- **Operation**

We select suppliers who will comply with the matters set forth in this Code. In addition, after the commencement of transactions, we will determine whether

or not to continue transactions based, among other things, on compliance with this Code.

- **Inspection**

Upon receiving a request from us, suppliers are expected to answer questionnaire surveys, accept on-site inspections, submit related materials and records, and otherwise meet our reasonable requests, so as to enable us to confirm the compliance with this Code.

- **Reporting of Violations / Corrective Measures**

At the time when a supplier becomes aware of any violation of this Code, the supplier should promptly inform us. If any violation is acknowledged, the supplier must formulate a plan to correct such violation and conduct suitable corrective measures, as well as reporting the status of such correction to us. An agreement or engagement entered into with us may be cancelled depending on the contents of the violation.

I. Legal Compliance

Suppliers shall comply with all applicable laws and regulations of the countries and territories in which suppliers conduct their business operations. Suppliers shall strive to comply with industry standards and international standards* regarding fair business operations, human rights, labor and the environment.

*The OECD Guidelines for Multinational Enterprises, the fundamental provisions of the ILO Conventions, the United Nations Global Compact 10 Principles, the United Nations Declaration on the Rights of Indigenous People, the United Nations Guiding Principles on Business and Human Rights, ISO26000 (Corporate Social Responsibility) and related provisions and guidelines.

II. Anti-Corruption

1 Prohibition of Bribery and Corruption

Suppliers shall not pay or receive any bribes, kickbacks, illegal gratuities, etc., to or from any administrations, officials, or business partners, including, without limitation, e.l.f. Beauty. In addition, suppliers shall not make any facilitation payments (i.e., the payment of a small amount, not based on applicable laws and regulations, in order to expedite administrative procedures such as customs clearance).

2 Prohibition of Unfair Provision of Gifts and Entertainment

Suppliers shall not provide or receive gifts or entertainment in an unfair manner or in a manner that may cause suspicion regarding fairness, to and from administrations, officials, or business partners, including, without limitation, e.l.f. Beauty, for the purpose of influencing contracts or the contents of transactions, either directly or through another party.

3 Prohibition of Improper Transactions

Suppliers shall not engage in private monopolies, undue restrictions on transactions such as cartels, or any other acts which may prevent free and fair competition.

4 Protection of Intellectual Property, Confidential Information, and Personal Information

Suppliers shall not infringe upon any intellectual property rights of us or any third party. In addition, suppliers shall appropriately protect and shall not use for any improper purposes, confidential information (including insider information and business secrets) and personal information (including those of customers and employees) which are handled by the suppliers themselves or us.

5 Publication of Information

If a supplier becomes aware of any events which raise doubts as to the quality, safety or efficacy of the supplier's products or services, the supplier shall promptly disclose appropriate and sufficient information to us.

III. Trade Compliance

As a company headquartered in the United States, we require compliance with all applicable U.S. export controls, economic sanctions and other applicable U.S. laws and regulations governing trade, including but not limited to the International Traffic In Arms Regulations; the Export Administration Regulations ("EAR"); the U.S. anti-boycott regulations, including those under the EAR and U.S. Department of the Treasury regulations; and the various economic sanctions regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC").

In furtherance of the above, suppliers shall not do business in or with any countries comprehensively sanctioned by OFAC or with any entities or persons on OFAC's Specially Designated Nationals ("SDN") list or U.S. Consolidated Screening List. Doing business with any entity that is 50 percent or more owned (directly or indirectly), by persons or entities on the SDN List is also prohibited, even if the entity itself is not listed.

The current list of countries/regions subject to comprehensive embargos is as follows: North Korea; Cuba; Iran; Syria; The Crimea region of Ukraine, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic.

Suppliers are prohibited from conducting any business on behalf of or related to e.l.f Beauty in any of these countries/regions. For clarity, this prohibition applies to sourcing any ingredient or component from, or having any

manufacturing or labor performed in, any country/region listed above.

IV. Respect for Human Rights

1 Prohibition of Discrimination

Suppliers shall not discriminate in any way against their employees in hiring practices or treatment in relation to remuneration, promotion, termination of employment, etc., on any basis, including, without limitation, race, skin color, gender, age, language, financial status, nationality, national origin, religion, ethnic or social origin, membership or non-membership of a labor union, political or other opinion, beliefs, disability, marital status, health conditions, pregnancy, sexual orientation and gender identity.

2 Prohibition of Abuse and Harassment

Suppliers shall respect the human rights of their employees and shall not inflict abuse, corporal punishment, psychological, physical, or sexual harassment or other forms of intimidation thereon.

3 Prohibition of Forced Labor and Human Trafficking

Suppliers shall not be involved, in any way, in any forced labor, including labor under conditions of slavery, labor with physical or psychological constraint, and human trafficking. In hiring their employees, suppliers shall explain the employment conditions so that employees will be able to enter the suppliers based on their own discretion after having fully understood such conditions. Further, suppliers shall grant their employees the right to freely leave their employment with the supplier. In relation to employment conditions, suppliers shall comply with all applicable labor-related laws and regulations of the countries and territories in which suppliers conduct their business operations, and shall agree to conditions under which human rights are respected. Further, suppliers shall provide a document to employees which sets forth the contents and conditions proving their respect of human rights, written in a language understandable to the employees. Unless otherwise set forth in the laws or regulations, suppliers shall not restrict the free behavior of their employees, including by way of unduly imposing fees or advance payments relating to their employment, or confiscating or destroying passports, identification documents or work permits, etc.

4 Prohibition of Child Labor

Suppliers shall not employ children who have not yet reached the highest age among (i) 15 years of age; (ii) the age for completing compulsory education; and (iii) the minimum working age stipulated in local laws or regulations. Suppliers shall not cause children to engage in

any labor which may have a physically, psychologically, socially or morally adverse effect on children.

5 Compliance with Labor-Related Laws and Regulations

Suppliers shall comply with all applicable labor-related laws and regulations of the countries and territories in which suppliers conduct their business operations. Suppliers shall pay wages in an amount equal to or greater than the minimum wage stipulated by local laws or regulations. In this regard, suppliers shall take into consideration the wage level to ensure that the wages paid will be at a level necessary for employees and their family members to live with human dignity. In addition, suppliers shall pay overtime allowance and other allowances in accordance with the laws and regulations of each country and territory. Suppliers shall properly manage the total working hours, days-off, and leave of employees so that such working hours will not exceed the maximum limits stipulated by applicable laws and regulations of each country and territory. Suppliers shall also execute employment agreements with workers in writing, which will set forth the conditions for their employment, as well as confirm that all workers are aware of their legal rights and obligations.

6 Freedom of Association and Collective Bargaining

If and as provided under applicable local regulations, suppliers shall respect the right of their employees to form a labor union, to join or not join a labor union, and to engage in collective bargaining with suppliers, and shall not discriminate against their employees based on the exercise of such rights.

7 Respect for the Rights of Indigenous People

Suppliers shall respect the land rights, culture, custom, and religion of indigenous people and shall conduct their business operations based on such respect. Suppliers shall respect the traditional knowledge and the rights in relation to genetic resources of indigenous people, and shall strive not to exploit the interests of indigenous people in a one-sided manner.

8 Migrant Workers

Suppliers shall treat migrant workers in the same capacity as local workers. In addition, suppliers shall treat foreign workers and migrant workers in a just manner, and provide such workers with transparent employment conditions as well as good working and living conditions. Suppliers shall not hire any illegal migrant workers.

V. Safe and Healthy Working Environment

1 Safe and Healthy Facilities

Suppliers shall design and construct facilities taking into consideration the safety and health of their employees and shall maintain the safety of their facilities through regular confirmation of the structural integrity of the facilities and conducting repair work. Within the facilities, suppliers shall maintain hygiene and provide their employees with, at a bare minimum, safe drinking water and toilets and areas for breaks. The same standards shall apply to supplier-provided dormitories for the employees.

2 Prevention of Workplace Injuries and Illnesses

In regard to physical labor, the handling of hazardous substances and chemicals, and inherently risky labor, such as the use of production machinery, suppliers shall adopt procedures to enable the avoidance of any risks to the extent possible, and shall provide their employees with necessary protective wear, as well as education on safety measures in advance, in order to prevent any occurrence of workplace injuries and illnesses.

3 Disaster Prevention Measures

As part of their disaster prevention measures, and in preparation for emergencies such as fire and natural disasters, suppliers shall secure fire prevention measures and emergency routes and cause their employees to be thoroughly informed of the same. The same standards shall apply to supplier-provided dormitories for employees.

VI. Protection of the Environment

Suppliers shall comply with all environment-related laws and regulations applicable to the countries and territories where suppliers conduct their business operations. Suppliers shall recognize the importance of preserving the environment, and, through their business activities, shall maintain a proactive stance toward such preservation and work to contribute to the development of a sustainable society through measures such as preserving biodiversity, controlling greenhouse gas emissions, reducing waste materials and drainage, conserving resources, recycling, and preventing pollution. Suppliers shall recognize the importance of preserving the environment and shall endeavor to conduct environmentally friendly business management, including measures such as preserving biodiversity and controlling greenhouse gas emissions in all phases from the use of resources to the control of waste materials.

VII. No Animal Testing

We do not accept products, or products containing ingredients or combinations of ingredients, that utilize any form of animal testing. Suppliers may not perform any animal testing.

VIII. Quality Assurance and Securing Traceability

Suppliers shall provide products and services that satisfy the quality and safety standards set forth in all laws and regulations of the countries and territories in which suppliers conduct their business operations, as well as complying with the contracts entered into with us, and shall be able to document the origins of raw materials used for the products which are to be delivered to us.

IX. “Whistle-Blower Protection” Measures

Suppliers shall accept whistle-blowing and complaints from their employees, shall make sure to protect their employees from possible retaliation from the suppliers and persons against whom the relevant whistle-blowing was made, and shall take appropriate measures to rectify the status and conditions against which such complaints are made, while always taking the privacy of whistle-blowers into consideration.

X. Subcontractors’ Compliance with this Code

Suppliers shall request their subcontractors involved in the business related to us to comply with the same standards as those set forth herein. If we deem it necessary, suppliers shall confirm their subcontractors’ compliance with this Code.

Revisions

We will revise the contents of this Code according to changes over time, and will provide Suppliers with the revised Code and/or publish the revised Code on the e.l.f. website. Suppliers shall comply with the revised Code.

Should any supplier have any questions regarding this Code, please do not hesitate to contact us.

Acknowledgement & Agreement

(August 2022 Code of Conduct)

The undersigned supplier acknowledges receipt of the Code and agrees to comply with the terms hereof. Supplier understands that e.l.f. Beauty is collecting signatures from suppliers as part of its corporate recordkeeping in connection with the initial roll-out of the Code. Subsequent versions and revisions to the Code may not be presented for signature; supplier nonetheless agrees to comply with the revised Code as provided/presented per the immediately preceding section.

Supplier Name: _____ (Please Print)

Authorized Signature: _____

Printed Name: _____

Date: _____