



Version: 2.0

Effective from September 2026

Code of Conduct for Product and Packaging Suppliers, Manufacturers, and Brand Partners

About this code

This Supplier Code of Conduct ('Code') establishes the minimum standards and behaviours that must be met by any entity that supplies goods to ASOS or ASOS customers.

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers in the countries where we do business are of paramount importance to ASOS. All suppliers providing goods to ASOS or ASOS customers must conduct themselves in line with these fundamental values.



Key definitions and scope

In this Code:

- **'Supplier'** means a body corporate, partnership or individual that provides goods or services to ASOS or one or more members of the ASOS group of companies.
- **'Own Brand Supplier'** refers specifically to suppliers producing or procuring goods for resale on behalf of ASOS. It includes the Supplier's suppliers, vendors, agents and subcontractors who form part of ASOS' supply chain.
- **'Brand Partner'** or **'Partner Brand'** refers to third-party owned and operated brands that provide goods for resale to ASOS or directly to ASOS customers through ASOS, including those working with ASOS through wholesale, marketplace, Partner Fulfill, ASOS Fulfilment Services (AFS), and agents and licensees ('Partner Brand(s)').

Full definitions of technical terms used throughout this document are provided in [Appendix B](#).

This Code applies to all Own Brand Suppliers and Brand Partners. The Code applies throughout the whole supply chain, including sub-suppliers and subcontractors to Suppliers.

The Supplier shall comply with the Code and shall ensure that its workers and approved subcontractors are aware of this Code and comply with it.

Core requirements of this Code

It is the Supplier's responsibility to ensure that the manufacture of all products and provision of all goods is carried out in compliance with this Code.

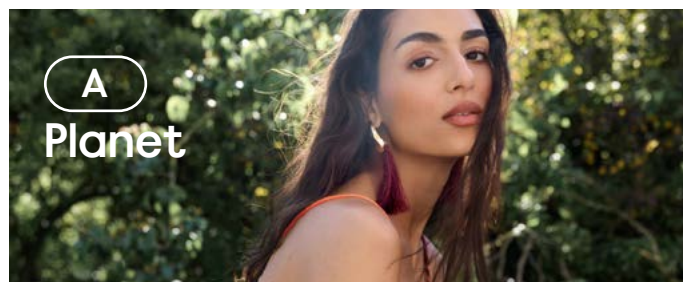
Suppliers must meet these core requirements in full and demonstrate ongoing compliance. Suppliers must ensure they have appropriate governance, management, stakeholder engagement, risk assessment and due diligence processes in place to ensure compliance.

Training, guidance and support for suppliers is provided through the ASOS supplier extranet, supplier webinars, and resources.

ASOS will review and update this Code as required. It is the Supplier's responsibility to review any updates to the Code and take any action required to meet new or updated requirements.

Suppliers can contact ASOS with any queries using any of the contact details provided in [Appendix A](#).

Core requirements of this Code



A Planet

A1 Environmental data and transparency: Own Brand Suppliers must complete the Higg FEM annually and must measure, track and report environmental data, including energy, water and waste.

A2 Environmental management systems: Suppliers must have policies and procedures in place to ensure compliance with environmental laws and regulations and identify, manage and remediate environmental risks.

A3 Climate and energy: Own Brand suppliers must phase out coal and transition to renewable energy in line with ASOS climate targets.

A4 Waste and resource management: Suppliers must ensure safe disposal of waste in full compliance with applicable laws and regulations and hold all required waste permits.

A5,A6 Water and wastewater: Suppliers must manage water and wastewater in full compliance with applicable laws and regulations.

A7 Air emissions: Suppliers must comply with all applicable air emissions laws and regulations, hold all required air emissions permits and operate in compliance with all permit conditions.

A8 Chemical compliance: Suppliers must ensure all products and packaging meet applicable chemical regulations, including the limits set out in our ASOS Chemical Policy, Restricted Substances List.



B Product

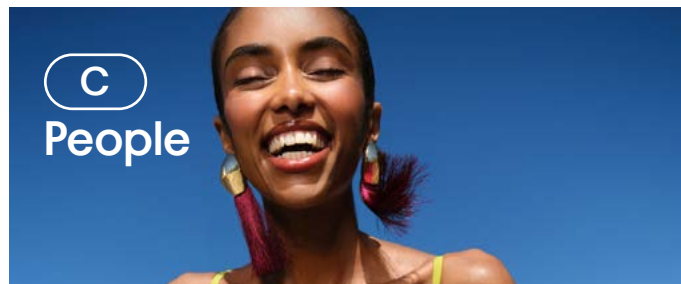
B1 Materials sourcing: Suppliers must disclose accurate and complete product and material composition, ensure all certifications are provided within the required timeframes, and conduct due diligence to ensure materials are not sourced from regions linked to forced labour.

B2 Animal welfare: Animal-derived materials used in products sold on ASOS must comply with ASOS' animal-derived materials policy. Brand Partners must be pre-approved to provide products containing animal-derived materials to ASOS. No product sold on ASOS should be tested on animals.

B3,B4 Product safety and quality: Suppliers must ensure their products do not cause harm to customers and prevent risks such as metal contamination. Defective or rejected stock must be managed appropriately in line with ASOS' policies.

B5 Supply chain traceability: Own Brand suppliers must provide full transparency across all Tiers of the supply chain and cooperate with ASOS traceability systems. Brand partners must have visibility of where their products are made or conducted.

Core requirements of this Code



C People

- C1 Due diligence:** Suppliers must implement effective human rights due diligence policies to ensure human rights risks are identified and impacts remediated.
- C2 Modern slavery:** All forms of forced labour, human trafficking and exploitation are prohibited. Suppliers must ensure that no products sold or offered for sale to ASOS are linked in any way to forced labour.
- C3 Child labour and young workers:** Child labour is strictly prohibited and child workers must not be involved in the manufacture of goods sold on ASOS. Suppliers must take proactive measures to prevent child labour by implementing rigorous age verification processes, monitoring compliance, and creating a safe working environment.
- C4 Workers' rights:** Suppliers must protect workers' rights by keeping hours within legal limits, ensuring fair pay and benefits, preventing unlawful deductions, and providing safe, hygienic working conditions across the supply chain.
- C5 Migrant workers:** Suppliers must take proactive measures to safeguard migrant worker rights and welfare, including by providing adequate training, ensuring fair treatment, and protecting their legal rights.
- C6 Homeworking:** Suppliers must adopt a policy of acceptance of homeworking and commit to improving homeworkers' labour conditions.
- C7 Freedom of association:** Suppliers must not prevent or discriminate against workers who wish to associate or bargain collectively and must ensure that this policy is adopted throughout the supply chain.
- C8 Unapproved sub-contracting:** ASOS products must only be manufactured in locations preapproved by ASOS.
- C9 Responsible Exit:** Own Brand Suppliers must support ASOS in implementing its Responsible Exit process during an exit and must follow the same process for supplier-led exits. Brand partners must have an aligned approach to responsible exits.
- C10 Gender equality and discrimination:** Suppliers must prevent discrimination in all its forms and promote gender equality in the workplace.



D Business ethics and conduct

- D1 Legal compliance:** Suppliers must comply with all applicable laws and the most stringent applicable standards, including obtaining and maintaining all required permits.
- D2 Anti-bribery and corruption:** Suppliers must have a zero tolerance for bribery, corruption or improper influence.
- D2 Grievances and whistleblowing:** Suppliers must maintain accessible, confidential and effective grievance and whistleblowing mechanisms, protect individuals from retaliation, investigate concerns and support remediation.
- D3 Financial integrity:** Suppliers must prevent financial crime, including money laundering, fraud, terrorist financing, and tax evasion.
- D3 Sanctions compliance:** Suppliers must comply with all applicable sanctions regimes.
- D4 Data protection and cyber security:** Suppliers must protect all personal and commercial data and maintain strong cyber security practices.
- D4 Responsible use of AI:** AI systems must be used ethically, transparently and in line with applicable laws and regulations.



Supplier commitment

The Supplier agrees that it will:

- comply with the requirements in this Code;
- maintain appropriate systems, governance and controls to ensure ongoing compliance and demonstrate compliance when requested by ASOS;
- provide information, documentation, certifications and evidence reasonably requested by ASOS to verify compliance;
- cooperate with audits, inspections, assessments and investigations carried out by ASOS in relation to compliance with this Code; and
- report any actual or suspected breach of this Code to ASOS.Compliance@asos.com as soon as possible.

Where requested in writing by ASOS, the Supplier must provide written confirmation within 30 days that it has appropriate systems in place to monitor compliance with this Code and is able to comply with this Code for the duration of its relationship with ASOS.

The Supplier must not retaliate against or take disciplinary action against any worker who, in good faith, has reported breaches of this Code, raised concerns about questionable behaviour, or sought advice regarding the Code.

Brand Partners

ASOS works with Brand Partners in a collaborative and transparent way and may require Brand Partners to provide evidence demonstrating compliance with this Code and applicable legislation. This may include completion or disclosure of Self-Assessment Questionnaires, documentation of measures in place, and information submitted through designated systems or collaborative platforms.

In addition to complying with this Code, Brand Partners must have their own due diligence policy, or equivalent, which outlines their approach to conducting due diligence on human rights and environmental issues, including scope, processes and responsibilities.

This policy must cover the fundamental human and labour rights of the people in their supply chain, mirror the obligations in this Code and outline the due diligence that the Brand Partner have in place to identify, prevent, mitigate and remediate the most significant risk to human rights and environmental impact in their supply chain and be appropriately enforced in their supply chains. For Brand Partners, the policy must be approved by ASOS prior to onboarding.





Compliance, monitoring and remediation

Suppliers must operate in full compliance with applicable laws and the requirements set out in this Code.

This includes:

- monitoring supply chain risks and implementing policies and procedures to identify, address and prevent those risks;
- ensuring that adverse impacts are addressed through appropriate and effective remediation;
- promptly providing ASOS with full and accurate information, records and documentation requested to verify compliance with this Code; and
- providing transparent, accurate and timely information to ASOS and other relevant stakeholders where required.

Own Brand Suppliers

- Maintain complete records to trace the supply chain of all products supplied to ASOS, including facilities and approved subcontracted facilities.
- Support remediation of adverse impacts they have caused or contributed to, and support remediation where they are directly linked to such impacts.

Brand Partners

- Maintain visibility of where products supplied to ASOS are made or manufacturing processes actioned, at least to Tier 1.
- Provide information requested by ASOS to verify supply chain visibility, compliance and risk management.





Breaches and enforcement

This Code is intended to set minimum standards and support responsible supply chain management. ASOS values its partnerships with Suppliers and is committed to working with them to address issues, including where this Code is breached.

Suppliers must notify ASOS in writing of any actual or suspected material breach within 48 hours of becoming aware. The initial notification should include a brief description of the issue and any immediate actions taken. The Supplier must then actively cooperate with ASOS, including by providing evidence of the investigation approach and any remediation plan within one week of the initial notification.

ASOS reserves the right, at its sole discretion, to take appropriate operational, commercial and financial actions where a Supplier fails to meet the requirements of this Code, including where non-compliance, lack of evidence or non-disclosure creates risk for ASOS.

If ASOS becomes aware of a breach or alleged breach of this Code, ASOS may rely on any remedies available to it, including those set out in the relevant Supplier Agreement, and may terminate the Supplier Agreement where permitted.

Actions following a breach may be applied in conjunction with, or prior to, remediation or termination and may include, but are not limited to:

- Suspension of trading with the Supplier.
- Removal of products from sale, including product recalls where necessary.
- Blocking or delaying shipments.
- Restricting the sale of products in specific markets.
- Requiring the completion of corrective actions prior to the continuation of business.
- Holding the Supplier or Brand Partner financially liable for all associated costs incurred by ASOS, including (but not limited to) detention, storage, re-routing, recall, loss of sale of stock, particularly where non-compliance, lack of evidence, or non-disclosure has contributed to the impact.
- Limiting further business growth or commercial opportunity.
- Requiring the Supplier to undergo a full re-assessment of compliance with this Code, including the application of enhanced due diligence, stricter evidence requirements and increased monitoring.

For Own Brand Suppliers, ASOS may request a remediation plan outlining the actions the Supplier will take to achieve compliance with this Code. The Supplier must submit the remediation plan to ASOS within 30 days of the request.

If the Supplier fails to provide the remediation plan within the specified timeframe, or fails to implement it within a reasonable period, ASOS may suspend or terminate its business relationship with the Supplier, including any contracts. ASOS may, at its discretion, provide support and resources to assist with remediation.

Where ASOS becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any requirements under this Code, ASOS may either:

- (a) terminate its business relationship with the Supplier, including any contracts; or
- (b) require the Supplier to address the incident (or incidents) with the Representative.



If the Supplier is unable to resolve the issue with the Representative within a reasonable timeframe, ASOS may immediately terminate its business relationship with the Supplier, including any contracts.

ASOS may, at its discretion, provide the Supplier and Representative with support and resources to assist with remediation. Additionally, ASOS may suspend the business relationship with the Supplier while remediation is ongoing.

ASOS reserves the right to conduct an audit or inspection of any premises used in the manufacture or provision of products, goods or services to ASOS, including premises used by the Supplier or other third parties within the Supplier's supply chain, where ASOS reasonably suspects or becomes aware of a breach or alleged breach of this Code.

The Supplier must provide or obtain information and access to premises and individuals as reasonably required to investigate any breach or alleged breach. Brand Partners must attend and participate in good faith in all review meetings reasonably requested by ASOS, including where such meetings relate to an audit, inspection, breach of the Supplier Agreement or breach of this Code.

If ASOS believes that a Supplier has attempted to withhold or falsify information requested by an ASOS representative, this shall be considered a breach of this Code.





Planet

Detailed Requirements



A1

A. Planet

A1. Environmental Data Gathering

Own Brand Suppliers

- All Tier 1 facilities producing volumes of over 25K units for ASOS, and all their associated Tier 2 facilities must post and share the Higg Facility Environment Module (FEM) annually, by April of each year.
 - Suppliers are responsible for ensuring all associated facilities comply.
 - When completing the FEM all facilities must complete as a minimum:
 - Site information and permitting.
 - Environmental Management System, Energy Use, Water Use, Waste, Air Emissions, and Wastewater to achieve Level 1 & Level 2 (baseline measurement, target setting and reporting).
- All Tier 1 facilities producing volumes of over 250K units for ASOS, and all their associated Tier 2 facilities must have their [FEM verified by an approved third party](#).

A2

A. Planet

A2. Environmental Management Systems

All Suppliers

- Have policies and procedures in place to identify, manage and remediate environmental risks.
- Regularly review compliance with all applicable environmental laws, regulations, and permits, and document the procedure and findings.

Own Brand Suppliers

- Own Brand suppliers must ensure all facilities have an effective Environmental Management System which includes:
 - Appointing designated personnel, responsible for coordinating the facilities' environmental management activities.
 - Identifying significant environmental impacts associated with current operations.
 - Developing and maintaining a documented strategy to reduce environmental impacts and associated health and safety risks.



A3

A. Planet

A3. Greenhouse Gas Emissions and Energy Use

Own Brand Suppliers

- Have a clear action plan to phase out coal.
 - Tier 1 existing facilities must phase out on-site use of coal by 2028.
 - Tier 2 existing facilities must phase out on-site use of coal by 2030.
 - No new facilities using coal will be onboarded.
- Monitor energy use from all energy sources.
 - This includes energy production on site (e.g. gas for boilers, diesel for transport) and purchased energy (e.g., electricity, steam).
 - Energy use should be tracked using energy bills or meters.
- Have a clear action plan to transition to using renewable energy, either fully or partially, by 2030.
- If using biomass as an alternative to coal in countries with high deforestation, source biomass that is certified to an internationally recognised sustainability standard, such as FSC.

Brand partners

- Measure greenhouse gas emissions and implement programmes to reduce emissions.

A4

A. Planet

A4. Waste Management

All Suppliers

- Ensure safe disposal of waste in full compliance with applicable laws and regulations.
- Hold all required waste permits and operate in compliance with all permit conditions.

Own Brand Suppliers

- Ensure no open burning or dumping of waste on-site or uncontrolled on-site incineration.
- Track all hazardous and non-hazardous waste streams.
- Segregate all waste streams into hazardous and non-hazardous waste to be stored separately (if applicable).
- Ensure all containers of hazardous waste are in good condition and not damaged in any way which may compromise its ability to isolate hazardous waste, and all containers must be clearly labelled (if applicable).
- Ensure no disposal of residual waste in unregulated or unlicensed sites.
- Ensure training is provided to all employees handling hazardous waste.



A5

A. Planet

A5. Water Use

All Suppliers

- Comply with all applicable water abstraction laws and regulations, including limits, licensing requirements, and any restrictions on water withdrawal.
- Hold all required permits and operate in compliance with all permit conditions.

Own Brand Suppliers

- Measure and track all water withdrawals broken down by source (e.g. groundwater, municipal supply, surface water, rainwater harvesting), using a reliable method such as a meter or invoices.

A6

A. Planet

A6. Wastewater Discharge

All Suppliers

- Manage wastewater discharge in full compliance with applicable laws and regulations.

Own Brand Suppliers

- Measure and track wastewater.
- Ensure that no untreated wastewater, including any bypass of the on site effluent treatment plant (ETP), is discharged to surface water or land.
- Treat all wastewater in a fully functioning, adequately sized ETP before discharge, OR ensure that wastewater discharged off-site is sent only to legally permitted and authorised treatment facilities and must maintain documented evidence of such arrangements.
- If a facility uses an on-site ETP, have an effective and documented back-up procedure in case of ETP failure.
- Ensure ETP sludge is properly and responsibly disposed of in accordance with local legislation.
- Comply with applicable wastewater discharge limits and licensing requirements.
- Hold all required wastewater discharge permits and operate in compliance with all permit conditions.



A6

A. Planet

A6. Wastewater Discharge

Own Brand Suppliers (Continued)

- Wet processors discharging more than 15 m³/day must comply with Zero Discharge of Hazardous Chemicals (ZDHC) wastewater guidelines, including wastewater sampling and testing. These suppliers must:
 - Complete wastewater testing twice a year.
 - Generate a ClearStream Report for every wastewater testing cycle.
 - Meet all reporting limits for ZDHC MRSL parameters.
 - Meet, at a minimum, wastewater Foundational Limits for all Heavy Metals.
 - Meet, at a minimum, wastewater Foundational Limits for all Conventional Parameters and Anions for direct discharge facilities.
 - In case of non-conformities in the ClearStream Report, perform a Root Cause Analysis (RCA) and upload a Corrective Action Plan (CAP) in their ZDHC Gateway supplier account.
 - To improve yearly ClearStream report from Foundational limits to ZDHC Progressive or Aspirational limits of performance, and implement wastewater recycling.
 - Non-conformity with ZDHC requirements more than twice in four years will lead to no further orders being placed for at least three years combined with the completion of the CAP.

A7

A. Planet

A7. Air Pollution

All Suppliers

- Comply with all applicable air emissions laws and regulations, including requirements to prevent uncontrolled or illegal releases of air pollutants such as volatile organic compounds (VOCs).
- Hold all required air emissions permits and operate in compliance with all permit conditions.

Own Brand Suppliers

- Maintain an inventory of all air emission sources. This includes emissions from combustion processes (e.g. nitrogen oxides and sulphur oxides), dust and particulates, refrigerants from air conditioning systems, and VOCs from adhesives or polyurethane coatings.
- Report against international guidelines such as [ZDHC Air Emissions Guidelines](#).



A. Planet

A8. Chemical Management

All Suppliers

- Ensure all products and packaging meet applicable chemical regulations, including the limits set out in our [ASOS Chemical Policy, Restricted Substances List \(RSL\)](#).
- Respond swiftly to ASOS' request for evidence of compliance in cases of customer complaints or enforcement authority challenge.
- Conduct risk assessments and due diligence to ensure products meet these chemical regulations.
- As soon as the Supplier becomes aware of any product that may not comply with the ASOS RSL, notify ASOS immediately and provide evidence of compliance and product information required. The Supplier must co-operate with all reasonable requests to provide such information as necessary to demonstrate evidence of testing and product compliance.

Own Brand Suppliers

- Communicate our ASOS RSL and [ZDHC's MRSL \(Manufacturing Restricted Substance List\)](#) upstream to material, component, wet facilities and chemical formulator suppliers.
- Source materials/components responsibly at development/ order stage by requesting declarations, recognised certifications and/or test reports from your suppliers showing compliance to our RSL and ZDHC MRSL. As best practice, suppliers should only source chemicals from the ZDHC MRSL Gateway chemical list.
- Map material/component sources to establish compliant sources.
- Test materials/components for high-risk chemicals and submit mandatory chemical testing to your technologist prior to Gold Seal Approval.
- Highlight any non-conformance with our RSL prior to starting production/delivery.
- Follow ZDHC [Suppliers Roadmap to Zero](#), to implement better chemical management practices.
- For wet processors, complete the ZDHC program to evaluate and monitor the chemicals used in production and register with the ZDHC Gateway. Wet processors must:
 - Complete the ZDHC Performance InCheck and Verified InCheck report, with 80%+ of inventory chemicals published in the Gateway (MRSL Level 1 or above) each month.
 - Complete Clear Stream reports twice a year, demonstrating above 80% in MRSL parameters with no 'does not meet requirements' results. Conventional, Anions and Metals should not have any Alerts. Suppliers must demonstrate improvement from foundational level to progressive and aspirational levels.
 - Complete Supply to Zero Certification level 1, 2 or 3.
 - Undertake Capacity Building with the ZDHC Academy programs.
- Suppliers who produce man-made cellulosic fibres (MMCF) fabrics must follow and undertake the ZDHC MMCF module.
- All suppliers on the ZDHC program follow [ASOS ZDHC Standard Operating Procedure \(SOP\)](#). This can be found on the supplier extranet.



A. Planet

A8. Chemical Management

In the event that:

- (a) ASOS receives notice that it has resold a product supplied by you that does not comply with our RSL;
- (b) ASOS carries out testing on your product and determines a failure to comply with our RSL; or
- (c) ASOS receives a complaint from our customer,

ASOS will take steps to immediately withdraw the Product from further sale.

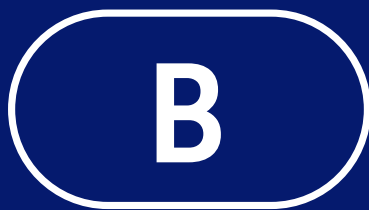
ASOS will not accept products which fail to comply with our RSL and reserves the right to:

- (a) Reject non-compliant products and require a replacement with compliant products;
- (b) Require re-working of the products to comply with the ASOS RSL;
- (c) Test and/or conduct a product recall;
- (d) Cancel any undelivered order/s;
- (e) Request / require a discount / price reduction be applied to delivered orders;
- (f) Apply service credits;
- (g) Apply monetary deductions including but not limited to covering the cost of paying fines to an enforcement authority;
- (h) Account for any lost profits incurred by ASOS including but not limited to as a result of a product recall and making goodwill payments;
- (i) Destroy or safely dispose of products (at supplier's cost);
- (j) Reject stock (supplier to arrange and pay for the cost of storage and collection); and/or.
- (k) Recover associated costs from suppliers.

Business Partners

- Suppliers providing Face + Body products must ensure compliance with all applicable cosmetic and product safety regulations in the markets in which they are sold.

¹ Please read [ZDHC MMCF Guidelines V2.2](#), [ZDHC MMCF Guidelines V3.0](#) and the [ZDHC MMCF Implementation V3.0](#).



Product

Detailed Requirements



B. Product

B1. Materials

All Suppliers

- Disclose accurate and complete product and material composition and identify any sustainable materials used in products provided to ASOS.
- Ensure all claims are supported by credible evidence and traceability.
- Ensure all required certification for more sustainable materials is submitted to ASOS within the specified timeframes in line with our certification requirements below.
- Disclose any links to high risk regions with appropriate due diligence and risk mitigation in place.
- Retain all evidence required for audit, verification, or compliance purposes. Suppliers must make evidence available to ASOS promptly upon request and submit to relevant systems required by ASOS.
- Modern slavery is strictly prohibited throughout the supply chain, including raw material production. This covers all forms of modern slavery, including forced labour, human trafficking, bonded labour, child labour, and state-imposed forced labour. Materials must not be sourced from regions at high risk of forced labour.

Own Brand Suppliers

- Ensure all fabrics proposed for use in ASOS products meet ASOS' minimum fibre requirements (detailed below) and Sustainable Materials Policy.
- Actively engage with ASOS Sourcing and Buying teams to provide more sustainable materials within products in line with ASOS targets across cotton, MMCs and polyester.
- Communicate all applicable certification requirements to lower-tier producers and be responsible for ensuring that all required documentation is completed accurately and submitted within the prescribed timeframes, so that ASOS receives valid garment-level certification.

Requirements by fibre

Cotton:

- Sourcing cotton from regions at substantial risk of modern slavery is not permitted.
- The use of conventional cotton is not permitted in ASOS products. We define conventional cotton as any cotton that is not Better Cotton or Certified to one of our approved More Sustainable cotton standards.
- Better Cotton is our minimum requirement for cotton used in ASOS own-brand products.

Man-Made Cellulosic Fibres (MMCs), including Viscose, Lyocell, Modal & Acetate

- Sourcing MMCs from regions at substantial risk of Modern Slavery is not permitted.
- MMCs used in ASOS products must be sourced from producers rated as 'Green Shirt' in the Canopy Hot Button Report. MMCs must not be sourced from producers identified as having a 'Known Risk' of sourcing from Ancient and Endangered forests.
- Suppliers must be able to declare the fibre producer of MMCs used in ASOS products and provide evidence.
- MMCs must be sourced from facilities that have implemented EU Best Available Technologies (EU BAT) or equivalent international standard.

Wood, Paper and Bamboo

- All wood, paper, bamboo (in raw state) and other forest-based materials contained in ASOS products must be Forest Stewardship Council (FSC) certified.



B. Product

B1. Materials

Certification requirements

Standard	Facility Certification requirement	Product Certification requirement	Timeframe
Better Cotton	Garment factory Better Cotton platform access	Better Cotton Claim Units (BCCUs) to be transferred to ASOS for all products sourced as Better Cotton	Within 30 days of shipment
Global Organic Textile Standard (GOTS)/ Organic Content Standard (OCS) (including in-transition standards)	Garment factory Scope Certificate	Garment level Transaction Certificate	Scope Certificates: at product sourcing stage Transaction Certificates: within three months of shipment
Regenagri			
Global Recycled Standard (GRS)/ Recycled Claim Standard (RCS)			
Responsible Wool Standard, Responsible Mohair Standard, Responsible Down Standard, Responsible Alpaca Standard			



B. Product

B1. Materials

Requirements by fibre (Continued)

Standard	Facility Certification requirement	Product Certification requirement	Timeframe
Sustainable MMCFs	N/A	Certification Confirmation Letter or equivalent fabric certificate from branded fibre producer (Product license required on request)	Within three months of shipment
European Flax	European Flax™ Certificate for end product manufacturer	Traceability through Textile Genesis platform	Within two weeks of receiving PO on Textile Genesis
Good Cashmere Standard	N/A	Traceability through Textile Genesis platform	Within two weeks of receiving PO on Textile Genesis
Leather Working Group	Leather Working Group Gold, Silver, or Bronze certification	N/A	At product sourcing stage
Responsible Jewellery Standard (RJS)	Responsible Jewellery Council (RJC) Chain of Custody (CoC) certificate at end product manufacturer	RJC CoC Material Transfer Document	Facility Certificates: at product sourcing stage Material Transfer Document: Within 3 months of Shipment
FSC	FSC Scope Certificate for end product manufacturer	N/A	At product sourcing stage



B2

B. Product

B2. Animal-derived materials and animal welfare

All Suppliers

- Ensure products sold to ASOS containing animal-derived materials comply with our [ASOS Animal Derived Materials Policy on the supplier Extranet](#).

Brand Partners

- Brand Partners must be pre-approved to provide products containing animal-derived materials to ASOS.
- Have an animal welfare policy that aligns with this Code.
- Undergo fibre composition or fibre identification testing and conduct due diligence to ensure prohibited materials are not used. Be aware that ASOS conducts visual product spot checks and may request third-party lab testing from our business partners.
- No product sold on ASOS should be tested on animals. Brands selling cosmetic products in the EU through any of ASOS' websites must comply with the requirements of EU animal testing ban law.
- Request and share the species name and country of origin of the animal materials that are used in products sold to ASOS or sold on ASOS.com.
- Test materials for fibre composition and submit third-party lab test reports to ASOS if requested.
- Clearly label the type of animal derived fibre on the product care label. Include the term 'faux fur' on the product care label and description of products containing faux animal materials (for example faux fur or borg fabrics).

B3

B. Product

B3. Metal Contamination

All Suppliers

- Take full responsibility and accountability for the management and detection of metal contamination in all merchandise.

Own Brand Suppliers

- Demonstrate effective prevention of metal contamination in all products.
- Ensure that each procedure related to metal contamination prevention is understood and followed by all parties involved in the manufacture of the product.
- In the event of metal contamination, cover the cost of 100% inspection of the stock.
- Handle the return or destruction of contaminated stock at their own cost if required.



B4

B. Product

B4. Rejected Stock

All Suppliers

- If there is an issue with stock meaning that ASOS is unable to sell it, or if the stock is below expected or agreed standards, ASOS has the right to reject the stock and require the Supplier to collect it. This may apply in cases such as:
 - Legal/Corporate Responsibility Complaint: e.g., product infringes third-party intellectual property or is offensive.
 - Customer Safety Issue: e.g., product causes harm/damage (including product recall).
 - Faulty/Product Testing Failure: e.g., product fails safety tests or ASOS chemical requirements and RSL.
 - Poor Quality/Incorrect/Unordered Stock: e.g., right item but wrong colour.
- ASOS will notify the Supplier in writing, triggering the rejected stock collection process. The notification will include details of the rejection, such as SKUs, quantities, reasons for rejection, collection process, and reimbursement details. Suppliers must submit a collection request within 5 days and collect the stock within 28 days. Failure to collect the stock within the deadline will result in additional charges and escalation to senior management.

B5

B. Product

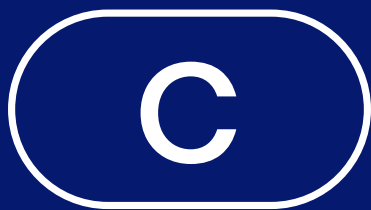
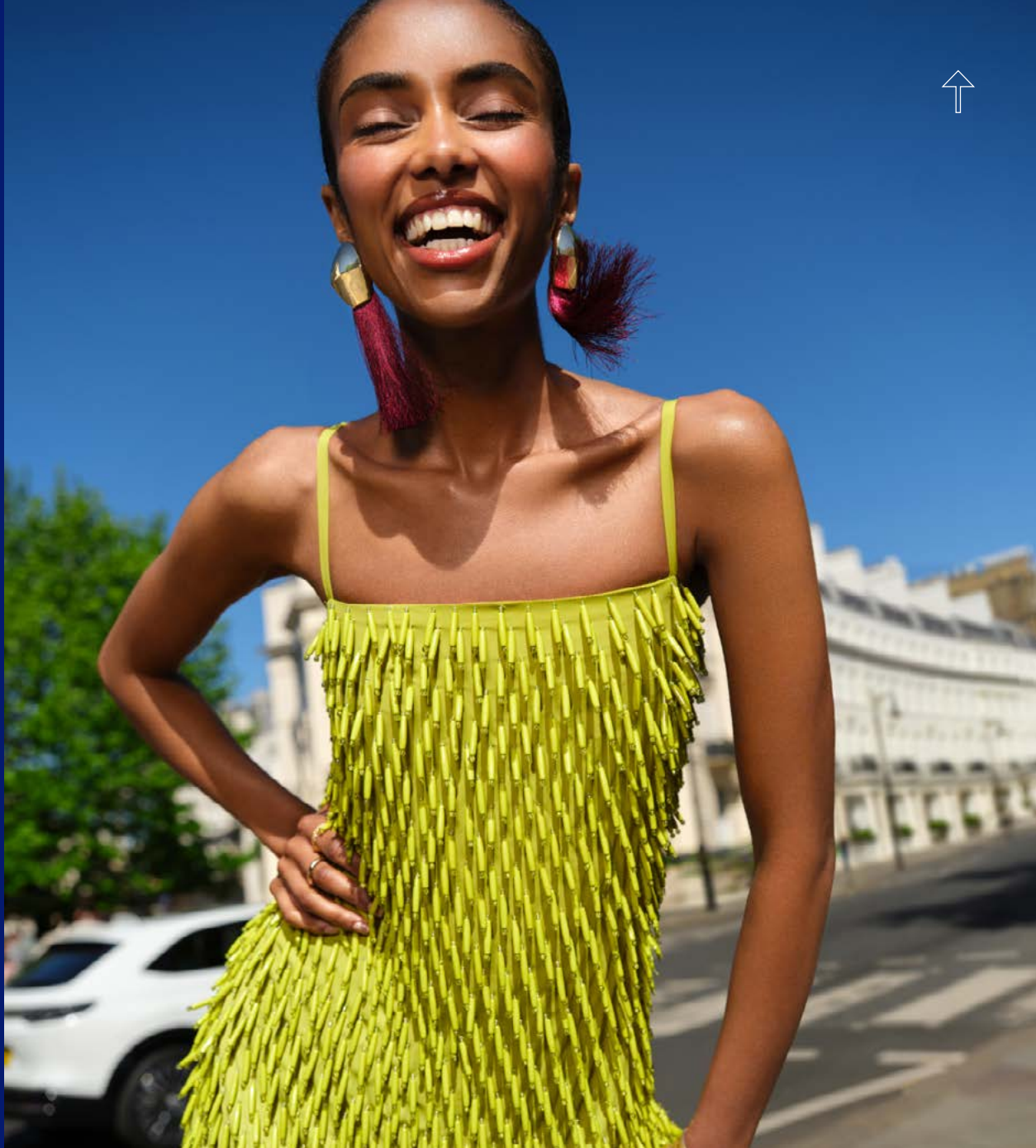
B5. Supply Chain Traceability

Own Brand Suppliers

- Share full details for garment and fabric production across Tiers 1–4, including name, address, country of origin (COO), and contact information.
- Provide full supply chain disclosures and actively support Purchase Order (PO) tracing via ASOS' supply chain partner.
- Support fabric visibility by completing all required information and providing physical samples when requested.
- Complete all relevant assessments when requested across each tier of the supply chain.
- Be prepared to share transparency and pricing information for fabric, yarn, and trim sources.
- Engage in conversations with ASOS to ensure no release of hazardous chemicals within Tier 4 facilities and that mills are producing right first-time fabrics. Ensure compliance with local laws for Tier 4 and Tier 5 suppliers.

Brand Partners

- Have visibility (to Tier 1) of where products and services are made or conducted and maintain a complete set of records, including name and addresses of all manufacturing sites and premises which are integral to the production of products or services supplied to ASOS (direct suppliers as a minimum).
- If requested by ASOS, promptly provide full and accurate information regarding the factories or premises used to for the manufacture of products or services supplied to ASOS or sold on the ASOS platform.



People

Detailed Requirements



C1

C. People

C1. Human rights due diligence

All Suppliers

- Monitor supply chain and implement policies and procedures which identify, address and prevent human rights risks, and remediate impacts when necessary.
- Proactively engage, inform and monitor approved sub-contracting facilities to ensure any facilities involved in the manufacture of ASOS products operate in full compliance with Section C of this Code.
- Proactively declare to ASOS any human rights risks, allegations, customs detentions or incidents and associated remediation.
- Respond to evidence requests from ASOS within required timelines.
- Engage in corrective actions as required by ASOS.
- Provide accurate product and shipment-level records, including origin and supplier information.

Brand Partners

- Complete due diligence surveys required by ASOS.

C2

C. People

C2. Modern Slavery, Forced Labour and Human Trafficking

All Suppliers

- All forms of modern slavery are strictly prohibited throughout the supply chain, including forced labour, human trafficking, bonded labour, child labour, and state-imposed forced labour.
- Ensure that no products or services provided, sold or offered for sale to ASOS are linked in any way to forced labour. This includes indirect connections such as partnerships, group company links, or investment opportunities.
- Read, understand, and comply with ASOS' commitment to preventing modern slavery.
- Ensure the citizenship documents of workers, including workers of suppliers, are not withheld.
- Employment eligibility fees of all workers must be paid by the Supplier, not the worker, including recruitment fees.
- Ensure all workers have the right to enter and leave employment voluntarily, without any physical or monetary threats or barriers. Workers must not be subjected to any form of coercion or be forced to remain in their jobs against their will.
- Ensure workers are not coerced or physically confined to the workplace or provided accommodation. Workers must have the freedom to move and leave their place of work or accommodation without restrictions.
- Do not employ anyone below 15 years of age, or the local legal minimum age, or the age for completing compulsory education, whichever is higher. This is to ensure that children are not exploited and are protected from harmful work environments.
- Conduct thorough investigations of all allegations of modern slavery and implement corrective action plans. Cooperate with relevant authorities and partners to ensure victims have access to appropriate support.
- In the event that modern slavery occurs, develop and follow a remediation plan. This plan should be tailored to the specific details and root causes of the case.
- Remediation may include apologies, restitution, rehabilitation, financial or non-financial compensation, and punitive sanctions. The goal is to prevent further harm and ensure non-repetition.



C2

C. People

C2. Modern Slavery, Forced Labour and Human Trafficking

Own Brand Suppliers

- Report any suspicions of modern slavery as soon as possible via ASOSethicaltrade@asos.com or the [UK Modern Slavery Helpline](#). If there is concern that an individual is in immediate danger, contact the relevant authorities immediately.
- Suppliers who engage with private agencies, including through sub-contracted relationships, must ensure a due-diligence process is in place to reduce the potential for any form of slavery and human trafficking. This includes conducting background checks, ensuring workers have the appropriate paperwork, and using licensed/certified recruitment agencies.
- Ensure that all new starters and Suppliers receive training on preventing modern slavery as part of their onboarding process. This training should cover the key aspects of modern slavery, how to identify it, and the steps to take if it is suspected.
- Commit to preventing modern slavery and share this commitment with all Suppliers, ensuring these suppliers understand and comply with expectations. This includes communicating the importance of preventing modern slavery and the specific requirements that Suppliers must follow.

Brand Partners

- Brand Partners must immediately notify ASOS at brandedengagement@asos.com should they become aware of direct, indirect or suspected links to any forced labour, so appropriate next steps can be taken by ASOS and/or the Brand.
- Partners must promptly provide all documentation required by ASOS and the applicable customs authority to release any products detained by such customs authority due to their link or suspected link to forced labour.
- If a Brand Partner of ASOS operates in the UK and the requirements under the Modern Slavery Act 2015 apply to its business, partners must produce a modern slavery statement ('Statement') in accordance with [Government guidance](#).

C3

C. People

C3. Child Labour Remediation and Young Workers

All Suppliers

- Child labour is strictly prohibited and child workers must not be involved in the manufacture of goods sold on or by ASOS.
- Take proactive measures to prevent child labour by implementing rigorous age verification processes, monitoring compliance, and creating a safe working environment.



C. People

C3. Child Labour Remediation and Young Workers

Own Brand Suppliers

- Children must not be permitted in production areas at any time.
- No child worker or young worker shall be employed through a labour agent in any part of the ASOS supply chain.
- Suppliers must ensure a qualified employee checks the validity of worker documentation.
- If official documentation is unavailable, other methods must be used to verify age. If not possible, the worker must not be employed.
- Procedures must be in place to check the identity of all visitors to ensure no children are in production areas.
- If child labour is suspected or identified:
 - Inform ASOS immediately and conduct a full investigation.
 - Explain legal requirements to the child and guarantee re-hiring when they reach legal working age.
 - Work with ASOS to create a remediation programme in the best interests of the child.
 - Discourage the child from seeking alternative work and ensure their living conditions are secured.
 - Provide the child with legal minimum wage until they reach legal working age.
 - Keep clear records of all steps taken and payments made.
 - Improve internal procedures to prevent recurrence.
 - Do not intimidate the child or their family, remove or dismiss the child without implementing the Code, send the child anywhere without ASOS' consent, or falsify records.

In the event that child labour is identified, ASOS will:

- Work with suppliers and local Non-Governmental Organisations (NGOs) develop a solution in the best interests of the child worker.
- Ensure the educational, social, and economic needs of the child worker are met.
- The local NGO will contact the child and their family, facilitate school enrolment, and monitor their performance.
- The local NGO will help facilitate the transfer of monthly compensation to the child's family.

Please note for young workers:

- Young workers can be employed if adequate procedures are in place to safeguard them and they do not perform hazardous work.
- Suppliers must maintain a list of all employees and a separate list of young workers.
- Formal work-based training or apprenticeship programs are supported if they meet local legal requirements.
- Young workers must be paid at least the local minimum wage.
- Suppliers must implement and maintain adequate management systems, verify the authenticity of employee ID cards, comply with local laws, and conduct risk assessments to protect young workers.
- If a young worker is found doing hazardous work, they must be removed immediately and employed in a safe environment without reduction in pay or benefits.



C3

C. People

C3. Child Labour Remediation and Young Workers

Brand Partners

- Report any instances of child labour immediately to branded.engagement@asos.com
- Take swift action to remediate the situation.

C4

C. People

C4. Workers' Rights, Wages, Benefits & Working Hours

All Suppliers

- Ensure that workers throughout the supply chain are not obliged to work more than the regular workweek and maximum overtime set by local law and national or collective agreements.
- A regular workweek must not exceed 48 hours and one day off must be guaranteed for every seven-day period.
- Other than in exceptional circumstances, the sum of regular and overtime hours in a week must not exceed 60 hours.
- Overtime must be voluntary, compensated at a premium rate and not be requested on a regular basis.
- Suppliers and any other third parties within the Supplier's supply chain must pay at least the legal minimum wage in a timely manner, and all the legally mandated benefits including holidays and leaves, and statutory severance when employment ends.
- Disciplinary deductions from pay must not be made or tolerated.
- Suppliers and any other third parties within the Supplier's supply chain must adopt and adhere to rules and conditions of employment that respect workers, and, at a minimum, safeguard their rights under national and international labour and social security laws and regulations.
- All workers must have the right to refuse unsafe working conditions. Suppliers must provide a safe and hygienic working environment for all employees, with:
 - Systems in place to detect, avoid and respond to potential risks to the safety of all employees.
 - All possible precautions taken to prevent accidents at the workplace.
 - Manufacturing and storing buildings are safe and fire and emergency action plans are in place.
 - All safety measures in place at dorms, canteens, and childcare facilities.



C. People

C5. Migrant Workers

All Suppliers

- Take proactive measures to safeguard migrant worker rights and welfare, including by providing adequate training, ensuring fair treatment, and protecting their legal rights.
- Adhere to all relevant laws and regulations.

Own Brand Suppliers

- Ensure migrant workers are employed responsibly, not indebted to recruitment agencies, labour providers, or the supplier, receive adequate training, and their welfare and legal rights are protected.
- Apply employment standards outlined in this Code to migrant workers.
- Inform ASOS of all migrant workers used in the supply chain.
- Notify ASOS immediately of any breaches of this Code.
- Monitor and inspect all sites where migrant workers are engaged or housed and inform ASOS of any offences under the UK Modern Slavery Act 2015 or this Code.
- Protect migrant workers after their employment ceases.
- Comply with migrant labour recruitment laws in both the destination country/territory and the home country of the migrant worker, applying the provision that grants the greater benefit.
- Ensure no discrimination against workers, including migrant workers, before, during, or after employment.
- Treat all workers equally and provide migrant workers with the same opportunities and employment conditions as other workers.
- Pay all earnings directly to the worker, not through a third party.
- Prohibit forced saving schemes, deposits, and 'runaway insurance'.
- Ensure Migrant Workers have the legal right to work in the destination country/territory and obtain work permits by:
 - Being familiar with immigration requirements, including work permits.
 - Keeping records of the expiry dates of migrant workers' passports and temporary work permits/visas and ensure renewal before expiry.
 - Supporting migrant workers in enrolling in obligatory state social security and taxation systems and help with setting up local bank accounts.
- For recruitment agents and third-party labour providers:
 - Work only with established legal entities that do not engage in unethical practices.
 - Limit the number of recruitment agencies or labour providers used and recruit workers directly wherever possible.
 - Have written contracts with recruitment agencies/labour providers stipulating all fees and responsibilities, including a zero-tolerance approach to exploitation, forced, compulsory labour, or bonded labour.
 - Do not engage migrant workers under 18 via recruitment agencies or labour providers.
 - Communicate the standards in this Code to recruitment agencies/labour providers and ensure professional recruitment and employment practices are followed.



C. People

C5. Migrant Workers

Own Brand Suppliers (Continued)

- Regarding recruitment fees and other associated costs:
 - Cover all costs related to the recruitment of workers, ensuring no fees or deposits are charged to workers.
 - Reimburse workers immediately if any fees have been paid.
 - Set up systems to pay recruitment agencies directly for migrant and contract workers' fees, travel costs, and other associated costs.
- Prior to employing a migrant worker:
 - Provide migrant workers with all relevant information relating to their work and accommodation before signing a contract and departing for the destination country/territory.
 - Communicate terms of employment clearly in the migrant worker's native language or a language they understand.
 - Ensure migrant workers understand they are not required to pay any recruitment fees or other sums to the supplier or any third party.
- For migrant worker employment documentation:
 - Provide migrant workers with a written contract of employment and other employee materials in their native language or a language they understand.
 - Ensure contracts are signed at least 7 days prior to departure for the destination country/territory.
 - Employ migrant workers through direct employment contracts, even if recruited through a recruitment agency.
 - Ensure contracts are legally enforceable in the destination country/territory.
 - Ensure migrant workers retain and have access to their identity documentation at all times.
 - Provide lockable storage for workers to safely retain their papers.
- During a migrant worker's employment:
 - Organise personnel files for all workers and ensure they are available for review at all times.
 - Ensure employment contracts include provisions for salary payment, reimbursement of unauthorised fees, accommodation details, transportation, health and safety provisions, working hours, overtime pay, weekly day off, and annual leave arrangements.
 - Keep clear records of all hours worked and payments made to migrant and contract workers.
 - Ensure accommodation used by migrant workers is safe and hygienic, and help migrant workers find suitable accommodation and access local healthcare facilities.
 - Ensure migrant workers have access to trade unions and are represented on worker committees and in workplace communications.
 - Encourage migrant workers to join unions, worker committees, and participate in collective bargaining processes.
 - Ensure migrant workers have the same freedoms as local workers, including the freedom to leave employment or seek work elsewhere.
 - Do not withhold money or introduce restrictions that may limit this freedom.
 - Guarantee migrant workers' freedom to return home at the end of their employment, clearly stipulated in their contracts.



C5

C. People

C5. Migrant Workers

Own Brand Suppliers (Continued)

- Following a migrant worker's employment:
 - Cover all costs associated with repatriation at the end of a migrant worker's contract.
 - Cover repatriation costs in extenuating circumstances.
 - Cover contract renewal costs.
 - Provide reference letters for future work with the supplier before the worker leaves.
 - Do not deter or prevent workers from freely terminating their agreements, including by levying 'leaving fees' or deductions.

C6

C. People

C6. Homeworking

All Suppliers

- Adopt a policy of acceptance of homeworking and commitment to improving homeworkers' labour conditions in line with the ETI Base Code and the ILO Home Work Convention (1996, C177).
- Communicate this policy to all levels of the supply chain, including intermediaries and homeworkers.

Own Brand Suppliers

- Work with ASOS to identify and map where homeworking occurs in the supply chain and disclose this information.
- Manage and implement the standards set out in this policy for homeworkers.
- Develop an action plan with ASOS to improve labour conditions for homeworkers, involving homeworkers and/or their representatives.
- As part of the commitment to improving homeworkers' labour conditions:
 - Keep up-to-date records of all homeworkers, including name, proof of age, and address.
 - Develop systems to guarantee payments to homeworkers, such as passbooks and payslips.
 - Provide training and information to homeworkers about their rights and entitlements and an accessible grievance mechanism.
 - Enable enrolment in social security systems or equivalent private provisions.
 - Develop a work quota system to provide more regular work and deter subcontracting.
 - Provide training and information to intermediaries on their responsibilities and entitlements.
 - Provide access to key health and safety equipment, such as potable water and appropriate lighting.
 - Provide direct employment for homeworkers where possible.



C6

C. People

C6. Homeworking

Own Brand Suppliers (Continued)

- When using intermediaries:
 - Establish transparency in the supply chain between the factory and the homeworker, understand all tiers of intermediaries, and disclose this information to ASOS.
 - Ensure all intermediaries comply with applicable licensing or certification systems and national law.
 - Establish a pre-qualification system for intermediaries involved in contracting work to homeworkers.
 - Ensure factories establish contractual relationships with intermediaries.
 - Provide training to intermediaries on their legal obligations and ASOS standards.
 - Establish internal protocols for outsourcing work to homeworkers, including verification of pre-qualified intermediaries and tracking of pieces and payments.

Business Partners

- Work to identify and map where homeworking occurs in the supply chain and disclose this information.
- Manage and implement the standards set out in their policy for homeworkers.

C7

C. People

C7. Freedom of Association and Collective Bargaining

All Suppliers

- Do not prevent or discriminate against workers who wish to associate or bargain collectively.
- Where the right to freedom of association and collective bargaining is restricted under law, ensure suppliers allow for the development of parallel means for independent and free association and bargaining.



C7

C. People

C7. Freedom of Association and Collective Bargaining

Own Brand Suppliers

- Guarantee the right of workers to join trade unions and bargain collectively.
- Allow trade union representatives sufficient access to the workforce to communicate and consult on employment conditions.
- Do not interfere with trade union activities, organisers, or representatives.
- Ensure workers are free to join trade unions without victimisation, discrimination, intimidation, or abuse.
- Do not penalise workers for joining a trade union.
- Do not deter workers from joining trade unions through threats of violence, dismissal, denial of promotion, or earning opportunities.
- Do not dismiss workers because of their trade union membership or blacklist them to prevent employment elsewhere.
- Comply with existing collective bargaining agreements at the industry level in the country of manufacture.
- Do not refuse to recognise and bargain with trade unions.
- Provide representatives access to appropriate information for meaningful bargaining.
- Do not use threats to transfer operations to unfairly inhibit workers' bargaining positions.

C8

C. People

C8. Unapproved Sub-Contracting

Own Brand Suppliers

- Ensure ASOS products are only manufactured in locations preapproved by ASOS.
- Ensure that employment and working conditions in sub-contracted facilities meet ASOS' required standards.
- Transparency and early reporting of issues are encouraged and will be considered when enforcing these requirements.
- Ensure compliance with our full Unapproved Subcontracting Policy available on the Supplier Extranet.
- Unapproved sub-contracting will lead to serious consequences for suppliers.

Brand Partners

- Have an Unapproved Subcontracting Policy which is clearly communicated to suppliers.
- Maintain full visibility and oversight of every manufacturing unit involved in the production of products sold to ASOS or on ASOS.com.
- Keep detailed records relating to all manufacturing units.
- Ensure all products supplied to ASOS are manufactured in accordance with ASOS' required standards.



C. People

C9. Responsible Exit

Own Brand Suppliers

Note: ASOS strives for long-term relationships with our suppliers; however, there may be times when a supplier or factory exit is necessary. To prevent any adverse impacts on workers and ensure alignment with our commitments to the the Action, Collaboration, Transformation (ACT) on Living Wages initiative, ASOS has established a Responsible Exit process. This process applies to our entire supply chain, whether sourcing directly with a factory or through an agent/supplier. If an exit is supplier-led, the same Responsible Exit process must be followed to prevent adverse impacts on factory workers. Suppliers and factories are expected to support ASOS in these aims and commitments by working collaboratively during the exit process.

- Prior to exiting:
 - Conduct an internal impact assessment to address reasons for exiting and collect information, including factory details, reasons for exiting, history with the supplier, exiting order volume, and anticipated final order placement and shipment dates.
 - Communicate the intention to exit to the relevant contact at the supplier/factory, providing a clear timeline for exiting.
 - Engage with suppliers/factories and, where possible, trade unions regarding the impact of the withdrawal on workers and assess the exit timeline to alleviate any adverse impact.
- During the Responsible Exit process:
 - Provide written notice to workers of the possibility of employment termination and the reasons at the earliest opportunity.
 - Consult with workers and their representatives before making a final decision to dismiss.
 - Explore all possible alternatives to employment termination and ensure fair treatment of workers who are to be dismissed.
 - Select workers for termination objectively and allow them time off during the notice period to apply for other jobs.
 - Ensure all wages, severance pay, and other benefits are paid to workers according to local law and the Fair Labor Association's Retrenchment Guidance.
 - Keep detailed records of actions taken and provide copies to ASOS for verification if requested.
- Immediately after Exiting:
 - Assess any adverse impacts on workers as a consequence of the factory exit.
 - Engage in mediation and remediation processes with IndustriALL Global Union and/or ACT if negative impacts are identified.
 - Support the remediation process, including worker consultation regarding dismissals and ensuring workers are paid their dues.

Brand Partners

- Brand Partners must have an approach to responsible business conduct and Responsible Exit aligned to ASOS' approach.



C. People

C10. Gender Equality and Discrimination in the Supply Chain

All Suppliers

- Do not permit discrimination in any form, including but not limited to discrimination based on gender, sexual orientation, gender identity, marital status.
- Ensure that discrimination against any supply chain workers is prevented, including hiring, compensation, promotion or discipline.
- Ensure supply chain workers are treated with respect and equality regardless of gender, race, religion, caste, age, disability, sexual orientation, pregnancy, marital status, nationality, political opinion, trade union affiliation, social or ethnic origin.
- Ensure that no harassment or abuse is perpetrated in their supply chain and workers are treated with respect and dignity.
- Women and men must receive equal pay for work of equal value.
- Disciplinary deductions from pay must not be tolerated.

Own Brand Suppliers

- Promote gender equality:
 - Develop an open approach to eliminating gender-based discrimination and promoting gender equality in the workplace.
 - Provide all data requested by ASOS related to the gender dimension of work, including employment, promotion, and payments.
 - Collaborate with ASOS to support the establishment of gender-sensitive grievance and remedy mechanisms.
- Prevent discrimination:
 - Develop policies and procedures to prevent discrimination in recruitment, wages, benefits, promotion, training, transfer, termination, and retirement.
 - Do not implement irrelevant health checks, including pregnancy tests, during recruitment or at any time during employment.
- Support Workers:
 - Provide the same or similar job positions with no wage reduction for women after maternity leave.
 - Protect workers from bullying, verbal or physical harassment, victimization, discrimination, or physical abuse in the workplace.
 - Disseminate this Code to women working in the supply chain in accessible language and format provided by ASOS.



Business Ethics and Compliance

Detailed Requirements



D. Business Ethics and Compliance

D1. General Compliance and Governance

All Suppliers

- Operate in compliance with all applicable laws and regulations relevant to their operations and the matters covered in this Code. To note:
 - Where there is a conflict between applicable laws, any agreement with ASOS, and this Code, the Supplier must comply with the most stringent standard.
 - Where there is a conflict between the provisions of an agreement with ASOS and the provisions of this Code, the Supplier must meet the more stringent standard.
- Maintain appropriate governance, controls, training, monitoring, record keeping and reporting processes to ensure compliance with the requirements set out in this Code, including in relation to third parties acting on the Supplier's behalf.
- Assign accountable personnel for oversight of business ethics, financial crime, data protection, artificial intelligence (AI) and cyber security compliance, and review the effectiveness of those controls at regular intervals.
- Complete relevant training as required by ASOS.
- Implement a training programme to ensure workers understand and comply with the requirements of this Code, and maintain records of all training provided.
- Maintain accurate compliance records relating to training, processes, and operations, and be prepared to provide evidence of compliance with this Code and applicable laws and regulations when requested by ASOS.
- Cooperate fully with audits, inspections, assessments and investigations carried out by ASOS or by a representative on behalf of ASOS in relation to compliance with this Code.
- Ensure that relevant third parties, including subcontractors, agents and service providers, comply with applicable legal and ethical requirements and that appropriate due diligence and oversight are in place. Contractual clauses relating to compliance must be at least equivalent to the compliance requirements set out in the contract between ASOS and the Supplier.



D. Business Ethics and Compliance

D2. Business Integrity, Grievances and Whistleblowing

All Suppliers

- Conduct business with integrity, honesty and transparency. Any form of bribery, corruption, unethical conduct or improper influence is strictly prohibited.
- Comply with all applicable anti-bribery and corruption laws, including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, and maintain appropriate internal controls to prevent bribery and corruption.
- Do not, directly or indirectly, offer, give, receive or solicit bribes or any improper advantage in any form. This includes improper payments, facilitation payments, kickbacks, secret commissions, or the use of third parties to circumvent anti-bribery requirements.
- Ensure that any gifts, hospitality, entertainment, charitable donations and sponsorships offered to ASOS employees are reasonable, proportionate, and for legitimate business purposes only. Suppliers must maintain appropriate approval, recording and monitoring controls for such items and must not use them to obtain or attempt to obtain an improper business advantage.
- Maintain clear, accessible and confidential mechanisms that enable workers and other relevant stakeholders to raise concerns regarding wrongdoing, unethical behaviour, breaches of this Code, human rights risks, modern slavery, bribery, corruption, fraud, tax evasion, data protection incidents, cyber security incidents, or any other compliance matter covered by this Code.
- Actively encourage workers and other relevant stakeholders to report concerns in good faith.
- Ensure workers understand how concerns can be raised and how they will be handled.
- Investigate concerns promptly, fairly and appropriately.
- Maintain accurate records of concerns raised, investigations undertaken, outcomes reached and remediation actions implemented.
- Protect individuals who raise concerns in good faith from harassment, discrimination, retaliation or disciplinary action.
- Provide regular training and communication regarding available reporting channels and worker rights.
- Regularly review the effectiveness of grievance and whistleblowing arrangements and take action to address any deficiencies identified.
- Report actual or suspected breaches of this Code to ASOS as soon as possible via ASOS.Compliance@asos.com.
- Any suspected violations may also be reported through ASOS' confidential whistleblowing channel, [SPOT](#).



D. Business Ethics and Compliance

D3. Financial Crime Compliance

All Suppliers

- Prevent financial crime including, but not limited to, money laundering, terrorist financing, sanctions breaches, fraud, bribery and corruption, embezzlement, forgery/counterfeiting and tax evasion within operations and supply chains. Relevant legal frameworks may include, but are not limited to, the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Criminal Finances Act 2017, the Economic Crime and Corporate Transparency Act 2023, and applicable sanctions regimes, including those imposed by the United Nations, the United States, the European Union, and the United Kingdom.
- Implement appropriate risk assessments, internal controls, policies and procedures to identify, assess, prevent and respond to financial crime risks. These systems must include robust internal controls, policies, and procedures designed to detect and prevent illicit financial activities.
- Conduct due diligence on relevant business partners, suppliers and third parties, including enhanced scrutiny where there is a higher risk of sanctions, money laundering, fraud or tax evasion facilitation.
- Anti-money laundering (AML) policies and procedures should be regularly reviewed and updated to address emerging threats, ensuring that ASOS' supply chain remains secure and compliant with global AML standards.
- Screen relevant parties and transactions against applicable sanctions lists and ensure that no business is conducted with sanctioned countries, individuals or entities. Suppliers must also comply with applicable export control and trade restrictions, where relevant, and maintain controls to prevent circumvention through intermediaries or indirect routing.
- Maintain accurate, detailed and secure records relating to financial crime controls, due diligence, screening, investigations and decisions, and retain those records for an appropriate period as set out in applicable regulation.
- Promptly investigate suspicious or unusual transactions or conduct and report concerns through appropriate internal and external channels where required by law.
- Implement fraud prevention and detection controls that are proportionate to the nature of the supplier's business, including segregation of duties where appropriate, financial and transactional oversight, escalation routes for suspected fraud, and investigation and remediation procedures.
- Provide regular training to employees on financial crime risks and responsibilities, including anti-money laundering, sanctions compliance, fraud prevention and anti-facilitation of tax evasion requirements.
- Promote a culture of tax compliance and ethical behaviour, and do not participate in, or facilitate, tax evasion in any jurisdiction. Suppliers must comply with applicable Corporate Criminal Offence requirements under the Criminal Finances Act 2017 where relevant, including the maintenance of reasonable prevention procedures designed to stop associated persons from criminally facilitating tax evasion. Suppliers must treat such risks seriously even where senior management was not aware of the underlying conduct, and must retain records of risk assessments, controls, training and investigations.



D. Business Ethics and Compliance

D4. Data Responsibility and Security

All Suppliers

- Manage personal data, digital systems and AI technologies responsibly, securely and in compliance with applicable laws, regulations and recognised standards, including UK GDPR, EU GDPR and any applicable local data protection laws.
- Ensure that personal data is processed lawfully, fairly and transparently, and only for specified and legitimate purposes. Where acting as a processor on behalf of ASOS, process personal data strictly in accordance with ASOS' documented instructions and not for any independent purpose. Implement and maintain appropriate technical and organisational measures to protect personal data and systems from unauthorised access, loss, destruction, damage or misuse.
- Establish and maintain effective incident response and breach management procedures. Suppliers must notify ASOS without undue delay and, in any event, within 24 hours upon becoming aware of any actual or suspected personal data breach or security incident affecting ASOS data or systems. Suppliers must document all incidents, including facts, effects and remedial action taken, and maintain a breach register in line with applicable legal requirements.
- Apply all of the principles of data protection legislation including, but not limited to, data minimisation, and ensure that only personal data necessary for the relevant purpose is collected, accessed and retained. Suppliers must provide clear and transparent information regarding the collection, use and sharing of personal data.
- Respect individuals' rights in relation to their personal data and ensure appropriate processes are in place to identify, receive and respond to data subject requests within applicable legal timeframes.
- Maintain appropriate controls over data retention, deletion and access, including role-based access controls, regular access reviews and secure disposal of data when no longer required.
- Use AI technologies ethically and responsibly. AI systems must be transparent, accountable, designed to mitigate bias and discrimination, and implemented in a manner that respects privacy, security and human rights. Suppliers must also take account of applicable AI laws and regulations, including the EU AI Act where relevant. Suppliers must ensure appropriate human oversight, testing, validation, governance and record keeping before and during deployment of AI systems used in connection with ASOS business.
- Maintain strong cyber security practices, including access controls, multi-factor authentication where appropriate, monitoring, logging, regular review of access rights, vulnerability management, patching, backup and recovery arrangements, and ongoing cyber security training, in line with applicable cyber security laws and recognised standards.
- Ensure that any third parties, subcontractors or service providers that process personal data, use AI tools, or access systems on the Supplier's behalf are subject to appropriate due diligence, written agreements (including data processing agreements where required), and ongoing oversight to ensure compliance with applicable data protection, AI and cyber security requirements.
- Maintain appropriate records, policies and evidence to demonstrate compliance with the requirements set out in this section and provide such evidence to ASOS upon reasonable request.

Appendix A: Key Contacts

Topic	Key Contact
Environmental Management	Sustainability@asos.com
Waste Management	Sustainability@asos.com
Sustainable Materials	Sustainability@asos.com
Animal Welfare & Derived Materials	SuppliersMaterialTransformationandCompliance@asos.com
Chemical Management	ChemicalManagement@asos.com
Traceability	FabricTeam@asos.com
Human Rights	ASOShumanrights@asos.com
Factory Auditing	ASOShumanrights@asos.com
Compliance Matters	asos.compliance@asos.com
Business Ethics	asos.compliance@asos.com
Fraud	asos.compliance@asos.com
Data Protection	DataProtection@asos.com
Requirements for Brand Partners	Branded.Engagement@asos.com

Appendix B. Definitions

Starting from 01/03/2026, ASOS aligned its supply chain tier structure with broader industry standards. These changes ensure consistency and transparency across our operations. Please see below the mapping of our previous tier levels and the new tier levels.

Fashion Tier Definition	Non-Clothing Tier Definition (Jewellery, electronics and Face + Body brands)	Previous Tier Level	New Tier Level
Garment footwear and accessories production	Final product assembly	Tier 1	Tier 1
		Tier 2	
		Tier 3	
Fabric	Material manufacturing and part production	Tier 4	Tier 2
Yarn	Raw material processing		Tier 3
Raw Materials	Raw materials	Tier 5	Tier 4

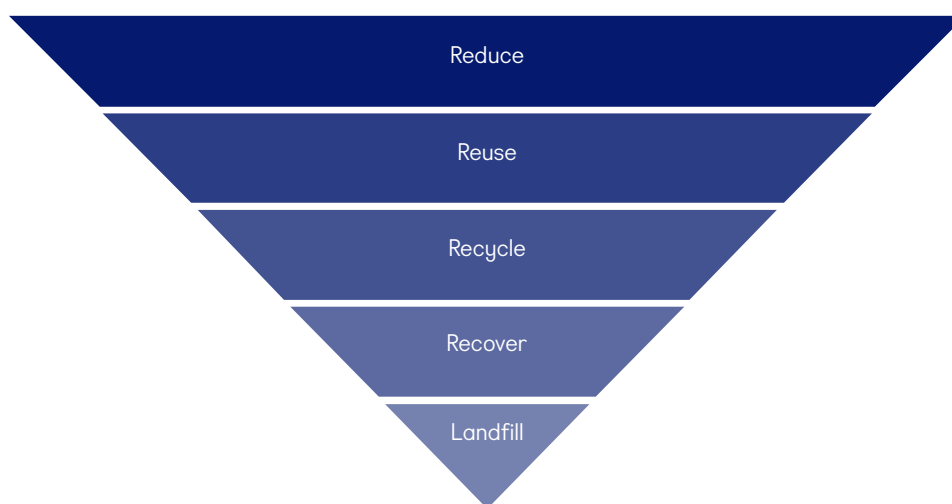
Section A:

- **ClearStream Report:** A document generated for each wastewater testing cycle, outlining compliance with ZDHC parameters and identifying any non-conformities.
- **Countries with High Deforestation:** Countries classified as having high deforestation based on the top 20 countries with the greatest net forest loss, according to FAO Global Forest Resources Assessment data.
- **Environmental Action Plan:** A documented strategy that outlines a facility's key environmental impacts and sets measurable targets for improvement, such as greenhouse gas reduction and waste management.
- **Environmental Management System (EMS):** A structured framework that helps factories monitor and manage their environmental impacts, including energy use, waste, water, and health and safety risks.
- **Environmental monitoring:** Enables entities to identify, assess, and track adverse environmental impacts across their operations
- **High Water Stress:** Areas where water demand exceeds supply, assessed through tools such as the WWF Water Risk Filter or WRI Aqueduct.
- **Higg Facility Environment Module (Higg FEM):** A comprehensive assessment tool focusing on environmental performance across site operations, energy use, water management, and waste.
- **ISO14001:** A globally recognised certification for an environmental management system that represents leading practice in sustainability management.
- **Paris Accord 1.5°C Pathway:** A global effort to limit temperature increases to 1.5°C above pre-industrial levels to avoid severe climate impacts.
- **Remediation:** How entities address harm when it occurs.

Appendix B. Definitions

Section A

- **Science Based Targets initiative (SBTi):** A global initiative that enables companies to set greenhouse gas emissions reduction targets in line with climate science and the goals of the Paris Agreement, including limiting global warming to 1.5°C above pre-industrial levels. SBTi validates and approves company targets to ensure they are consistent with this pathway.
- **Scope 1 & Scope 2 GHG Emissions:** Scope 1 refers to direct emissions from owned or controlled sources; Scope 2 encompasses indirect emissions from purchased electricity, steam, or heat.
- **Sustainable Biomass Certification:** Internationally recognised certifications ensuring biomass use complies with responsible forestry practices, particularly in high-risk countries.
- **Water Balance Analysis:** A method of evaluating water inputs and outputs to identify heavy water usage processes and opportunities for reduction.
- **Waste Hierarchy:** A framework prioritising waste management practices. ASOS uses the waste hierarchy to shape its approach to its own and to supply chain waste.



- **Zero Discharge of Hazardous Chemicals (ZDHC):** A global initiative to eliminate the discharge of harmful chemicals into the environment by setting wastewater quality standards across industries. ASOS is a signatory brand of ZDHC (Zero Discharge of Hazardous Chemicals), and any industrial wastewater should meet the latest [ZDHC Wastewater guidelines](#) including [ZDHC MRSL \(Manufacturing Restricted Substances List\)](#).
- **ZDHC Wastewater Guidelines** set a unified expectation for wastewater quality in the textile, apparel, leather, and footwear industry. This includes reporting limits for traditional (conventional) parameters and hazardous chemical parameters, sampling and reporting frequency. By doing so, the Wastewater Guidelines aim to reduce the workload and cost faced by suppliers in satisfying multiple brand-specific testing requirements. Please use this link to the [ZDHC Wastewater and Sludge Guidelines](#).

Appendix B. Definitions

Section B

- **Metal Contamination:** The presence of unwanted metal particles in products.
- **More sustainable materials:** A material that has been reviewed by ASOS and meets our requirements to be classed as a 'more sustainable' material. Criteria include evidence of lower environmental impact, robust traceability systems, credibility and industry recognition.
- **Proposition 65:** A California law that requires businesses to provide warnings about significant exposures to chemicals that cause cancer, birth defects, or other reproductive harm.
- **REACH:** A European Union regulation concerning the Registration, Evaluation, Authorisation, and Restriction of Chemicals.
- **RSL (Restricted Substance List):** Outlines the acceptable limits of potentially toxic or harmful substances which can be present in finished products. Our [ASOS RSL](#) complies with legislative and regulatory requirements of global trading territories, including REACH and Proposition 65.
- **Service Credit:** A financial penalty issued against the supplier for non-compliance with the metal contamination requirements in this Code.
- **SKUs (Stock Keeping Units):** Unique identifiers for each product or item in inventory.

Section C

- **Bonded Labour:** Debt bondage where workers are forced to work for an employer to pay off recruitment fees or debts.
- **Child Labour:** Any use of a Child Worker for work, including forced, indentured, or trafficked labour, or any exposure of a Young Worker to Hazardous Work.
- **Child Slavery:** The enforced exploitation of a child for someone else's gain, including child trafficking and children in debt bondage.
- **Child Trafficking:** The recruitment, transportation, transfer, harbouring, or receipt of any person under the age of 18 for the purpose of exploitation.
- **Child Worker:** Someone who has not reached their 15th birthday, or any higher age specified in local law for completing mandatory schooling or beginning of legal employment, thus not legally entitled to work.
- **Child(ren):** Anyone below 18 years old.
- **Collective Bargaining Agreement:** Negotiations between an employer, a group of employers, or employers' organizations, and workers' organizations to determine working conditions, terms of employment, and relations between employers and workers.
- **Debt Bondage or Bonded Labour:** The use of debt as a mechanism of control over a person, forcing them to work to pay off the debt and losing control over the conditions of both their employment and the debt.
- **Destination Country/Territory:** The country/territory where the migrant worker will work.
- **Direct Employment/Directly Employed:** An arrangement where a worker is employed directly by the employer.
- **Discrimination:** Any form of unequal treatment not permitted by local law or ASOS policies, including treatment based on race, caste, age, role, gender, gender identity, religion, country of origin, sexual orientation, marital status, pregnancy, dependents, disability, social class, union membership, political views, or work status (e.g., part-time, fixed term, agency workers).
- **Employer:** A person or legal entity that provides work and remuneration and controls and directs workers.
- **Forced Labour:** Work or service exacted from any person under the menace of any penalty and for which the person has not offered voluntarily.
- **Gender:** Socially constructed roles and power relations among men, women, and gender nonbinary persons.
- **Gender-Based Violence and Harassment:** Violence and harassment directed at persons because of their sex or gender or affecting persons of a particular sex or gender disproportionately.

Appendix B. Definitions

Section C

- **Global Framework Agreement:** An agreement negotiated globally between trade unions and a multinational company to protect workers' interests across the company's operations.
- **Hazardous Work:** Any work likely to harm the health, safety, or morals of children, including working with chemicals, machinery, or electrics; in confined spaces; at height or in extreme temperatures; exposed to dust, fumes, or loud noise; lifting heavy loads; working overtime or at night.
- **Homework:** Work carried out by a person (homeworker) in their home or other premises of their choice, for remuneration, resulting in a product or service specified by the employer. This excludes persons with employee status who occasionally work from home.
- **Homeworker:** A person who performs home work as defined above.
- **Human Trafficking:** Transporting, recruiting, or harbouring people for the purpose of exploitation, using violence, threats, or coercion to achieve control over the person.
- **Impact Assessment:** An evaluation conducted by relevant ASOS departments to address reasons for exiting and collect necessary information about the factory and its operations.
- **Indirect Employment/Indirectly Employed:** An arrangement where a worker is employed or managed by a recruitment agency or labour provider while working for a supplier.
- **Labour Provider:** An organisation that employs or manages workers on behalf of a supplier.
- **Limit on Business:** Restrictions placed on a supplier, including no year-over-year business growth, no new departments linked to the factory/supplier, no new suppliers linked to the manufacturing site, and no new development with the manufacturing site.
- **Migrant Worker(s):** A person who migrates from one territory or country to another to seek employment.
- **Modern Slavery:** An umbrella term covering different contemporary forms of slavery, including forced labour, human trafficking, debt bondage, child slavery, and servitude.
- **Recruitment Agency:** An organisation that arranges work or services for workers in return for a fee.
- **Recruitment Fee:** Fees or costs levied against a worker by a recruitment agency, often in the context of securing employment.
- **Responsible Exit:** The process of exiting a supplier or factory in a manner that prevents adverse impacts on workers and aligns with commitments to fair terms of payment, better planning and forecasting, and responsible exit strategies.
- **Retrenchment Guidance:** Guidelines provided by the Fair Labor Association to ensure terminations of employment due to factory exit are carried out fairly and in accordance with local law.
- **Sending Country/Territory:** The home country, territory, or region from which the worker has migrated.
- **Sexual Harassment:** Any unwelcome conduct of a sexual nature that causes offense or humiliation, interferes with work, is made a condition of employment, or creates an intimidating, hostile, or offensive work environment.
- **Supplier:** An organization that manufactures or procures goods or services, including agents and sub-contractors.
- **Timebound Remediation:** An escalation process to ensure timely improvement in factory conditions following audits.
- **Trade Union:** A workers' organization constituted to further and defend the interests of workers.
- **Violence and Harassment in the World of Work:** A range of unacceptable acts, omissions, or behaviours that result in physical, psychological, sexual, or economic harm or suffering, including threats of such acts.
- **Worker:** A person who provides work or services to a supplier, including migrant workers and contract workers.
- **Young Worker:** A young person who is legally entitled to work, i.e., above 15 or the minimum age of employment and below the age of 18.

Appendix B. Definitions

Section D

- **Access Control:** Measures to restrict access to information systems based on user roles and permissions.
- **Anti-Money Laundering (AML):** Measures and regulations designed to prevent the illegal generation of income through money laundering.
- **Associated persons:** An associated person can be any person who performs services for, or on behalf of the company. Some of the most common associated persons are employees, agents, contractors and third party service providers acting for or on behalf of the business.
- **Bribery:** Offering, giving, receiving, or soliciting something of value to influence a business decision.
- **Conflicts of Interest:** Situations where personal or financial interests could potentially conflict with obligations to ASOS.
- **Corporate Criminal Offence (CCO):** Corporate Criminal Offences are set out in UK legislation. The Criminal Finances Act (2017) gives the UK government powers to recover any financial proceeds of crime, tackle money laundering, tax evasion and corruption and combat the financing of terrorism.
- **Corruption:** Dishonest or fraudulent conduct by those in power, typically involving bribery.
- **Counter-Terrorist Financing:** Laws and regulations aimed at preventing the financing of terrorist activities.
- **Cybersecurity Laws:** Legal frameworks designed to protect information systems and data from cyber threats.
- **Data Minimisation:** The principle of collecting and processing only the personal data that is strictly necessary for the specified business purposes.
- **Data Privacy:** Measures taken to protect the privacy of individuals whose data is used in AI systems.
- **Data Security:** Measures taken to protect personal data from unauthorized access, loss, or damage.
- **Ethical AI Use:** The practice of using AI technologies in a manner that prevents harm and promotes transparency and accountability.
- **European Union AI Act (EU AI Act):** Legislation aimed at regulating AI technologies to ensure they are used ethically and responsibly.
- **Fraud Prevention:** Measures and controls implemented to detect, prevent, and respond to fraudulent activities.
- **General Data Protection Regulation (GDPR):** A regulation in European Union (EU) law on data protection and privacy for all individuals within the EU and the European Economic Area (EEA).
- **Gifts, Hospitality, Entertainment, Charitable Donations, and Sponsorships:** Items or services offered to ASOS employees that must be reasonable, proportionate, and for legitimate business purposes.
- **Grievance Mechanism:** A process that enables workers and other stakeholders to raise concerns, complaints or allegations relating to working conditions, human rights, environmental impacts, misconduct, breaches of law or breaches of this Code, and to seek appropriate investigation and remedy.
- **Incident Response Plan:** A strategy for detecting, mitigating, and remediating cybersecurity incidents.
- **Internal Controls:** Processes and procedures designed to ensure the integrity of financial and accounting information, promote accountability, and prevent fraud.
- **Monitoring and Compliance:** ASOS' right to audit and assess suppliers' compliance with Anti-Bribery and Corruption legal requirements and policies.
- **Multi-Factor Authentication:** Security process requiring multiple forms of verification to access systems.
- **Proceeds of Crime Act 2002 (UK):** Legislation that addresses the recovery of assets obtained through criminal activities.
- **Prohibition of Bribery and Corruption:** ASOS' zero-tolerance policy towards bribery and corruption, prohibiting the offering, giving, receiving, or soliciting of bribes or improper advantages in any form.
- **Reporting and Whistleblowing:** Mechanisms to detect and prevent bribery and corruption, and channels for reporting suspected violations.
- **Tax evasion:** Tax evasion is the deliberate and dishonest act of not paying tax that is legally due, by concealing income, assets or information, or by providing false or misleading information to tax authorities. It is illegal and a criminal offence.
- **Terrorism Act 2000 (UK):** Legislation that provides the legal framework for counter-terrorism measures in the UK.
- **Whistleblowing:** Reporting concerns about wrongdoing, unethical behavior, or violations of policies in a confidential manner.