

## INTERNATIONAL FRAMEWORK AGREEMENT

BETWEEN

INDUSTRIA DE DISEÑO TEXTIL, S.A. (INDITEX, S.A.)

AND

THE INTERNATIONAL TEXTILE, GARMENT AND LEATHER WORKERS' FEDERATION (ITGLWF)

ON THE IMPLEMENTATION OF INTERNATIONAL LABOUR STANDARDS THROUGHOUT THE INDITEX  
SUPPLY CHAIN

### INTRODUCTION

FIRST.- Mr Pablo Isla Álvarez de Tejera, First Deputy Chairman and C.E.O. acting for and on behalf of the INDUSTRIA DE DISEÑO TEXTIL, SOCIEDAD ANONIMA, (hereinafter Inditex), with registered address in Arteixo (A Coruña), Avda. de la Diputación, Edificio Inditex, registered with the Companies Register of the province of A Coruña, on Volume 964 of the File, General Section, Folio 17, Page no. C-3.342, holder of the Tax Identification Number (Spanish C.I.F.) ES-A15075062, on behalf of deed of appointment granted on 27 June 2005, before Mr Francisco Manuel Ordóñez Armán, a Notary Public of A Coruña, record number 2.039.

SECOND.- Mr Neil Kearney, General Secretary of the International Textile, Garment and Leather Workers' Federation (hereinafter ITGLWF), which headquarters are at Rue Joseph Stevens, 8, Brussels, acting on its behalf, by virtue of the powers vested in him by his election at the ITGLWF 9th World Congress on 6 October 2004 and by the Rules of the ITGLWF.

### DECLARATIONS

FIRST.- Whereas, Inditex made up of a group of companies mainly devoted to the manufacture, distribution and sale of apparel and accessories, considers that its Corporate Social Responsibility (hereinafter CSR) includes a commitment to apply Principles and Criteria of sustainable and supportive social development to improve the Fundamental Human, including labour and social, Rights and living conditions of the communities with which it deals, especially through its manufacturing activities.

SECOND.- Whereas, ITGLWF composed of trade unions and trade union federations which organise workers in the textile, garment, shoe, leather and other light industries as appropriate is committed to defending the rights and interests of workers at the global, regional and sub-regional levels including through promoting international labour standards within the CSR strategies of global corporations.

THIRD.- Whereas since February 2001, Inditex has a Code of Conduct for External Manufacturers and Suppliers (as amended July 2007) (Annex I) with which all external suppliers must comply and whose implementation is verified through social audits.

FOURTH.- Whereas, Inditex, in order to exercise its CSR commitments globally, recognises ITGLWF as its global trade union counterpart for workers engaged in the production of textile, garments and footwear.

FIFTH.- Whereas, both Inditex and ITGLWF undertake to collaborate to ensure the application of International Labour Standards, including International Labour Organisation (hereinafter ILO) Conventions Nº 29, 87, 98, 100 y 105, 111, 135, 138, 155 and 159 as well as the Universal Declaration of Human Rights, the UN Convention on the Rights of the Child and the OECD Guidelines for Multinational Enterprises.

Consequently Inditex and ITGLWF have agreed to establish a collaborative International Framework Agreement (hereinafter the Agreement) to ensure the effective application of all International Labour Standards throughout the “supply chain” of Inditex as set out below.

**STANDARDS**

FIRST.- Inditex and ITGLWF both acknowledge the central role of Freedom of Association and the Right to Bargain Collectively as set out in ILO Conventions N° 87, 98, 135 and Recommendation 143 as the key to ensuring the sustainable and long-term observation of all other International Labour Standards throughout the Inditex “supply chain” because they provide workers with the mechanisms to monitor and enforce their rights at work.

SECOND.- Inditex commits itself to apply and insist on observance of the International Labour Standards mentioned above throughout its “supply chain” including to all workers, whether they be directly employed by Inditex or by its external manufacturers or and suppliers,

THIRD.- The terms and conditions of the Agreement shall apply throughout the Inditex supply chain including in workplaces not represented by ITGLWF affiliated trade unions. ITGLWF and Inditex undertake to inform other trade unions in the latter of the terms and conditions hereunder agreed.

FOURTH.- ITGLWF will work with Inditex to help secure full compliance with the following standards set out in the international instruments mentioned above and the Inditex Code of Conduct for External Manufacturers and Suppliers appended as Annex I:

- 1. No Forced Labour.
- 2. No Child Labour.
- 3. No Discrimination.
- 4. Respect for Freedom of Association and Collective Bargaining.
- 5. No Harsh or Inhumane Treatment.
- 6. Safe and Hygienic Working Conditions.
- 7. Wages are paid.
- 8. Working Hours are Not Excessive.
- 9. Environmental Awareness.
- 10. Regular Employment.
- 11. Code Implementation.

**IMPLEMENTATION**

FIRST.- Inditex and ITGLWF shall keep under review developments on Freedom of Association and the Right to Bargain Collectively throughout the Inditex “supply chain”. Where problems are detected Inditex and ITGLWF will cooperate in finding solutions, including collaborating on training programmes for the managements and workers concerned.

SECOND.- Inditex and ITGLWF agree to an annual review of the application of the Agreement and accordingly will create a committee comprised of three representatives from Inditex and three representatives from ITGLWF to undertake that annual review.

THIRD.- To facilitate the on-going review of Freedom of Association and the Right to Bargain Collectively and the annual review of the Agreement, Inditex undertakes to provide reasonable information on its supply chain to the ITGLWF.

FOURTH.- Inditex and ITGLWF undertake to inform each other of any breach of the Agreement, as soon as the breach is discovered, to enable the earliest possible implementation of a remediation action plan.

FIFTH.- Inditex undertakes to inform its external suppliers of the content and intent of the Agreement while ITGLWF will do likewise with its trade union affiliates and other relevant trade unions as appropriate.

SIXTH.- Inditex and ITGLWF undertake jointly to develop training policies and programmes on labour issues designed to progress the implementation of the Agreement throughout the Inditex “supply chain”.

#### GENERAL

FIRST.- Inditex and ITGLWF jointly confirm that the Agreement shall become operative from its date of signature and will remain in force for one year after which it shall be deemed to be automatically extended for further periods of one year unless either party gives notice to the other at least three months in advance of its expiry date or date of expiry of its extensions, that it does not wish renewal.

SECOND.- Inditex undertakes to work with its suppliers and ITGLWF with its trade union affiliates, to make all possible efforts to ensure the successful implementation of the Agreement throughout the Inditex “supply chain”.

#### INTERPRETATION

FIRST.- Questions concerning the interpretation of the Agreement shall be resolved through consultation between Inditex and ITGLWF. Every effort will be made to find common agreement but where this is not possible Inditex and ITGLWF will, in appropriate circumstances, seek the expert advice of the ILO.

SECOND.- The present Agreement is signed both in Spanish and in English language. In case of any discrepancy, the Spanish version shall prevail.

Arteixo (A Coruña), a 4 de octubre de 2007.

Inditex      ITWGLF

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D. Pablo Isla Álvarez de Tejera D. Neil Kearney

## ANNEX I

### INDITEX CODE OF CONDUCT FOR EXTERNAL MANUFACTURERS AND SUPPLIERS

#### INTRODUCTION.

The Inditex Group (hereinafter, Inditex) is committed to ensuring that:

- All Inditex operations are undertaken in an ethical and responsible manner.
- All those who have, directly or indirectly, any labour, economic, social or industrial relationship with Inditex are treated in a fair and honourable manner.
- All Inditex's activities are carried out in a manner that most respects the environment.
- All Inditex's External Manufacturers and Suppliers (production centres that are not the property of Inditex) fully adhere to these commitments and undertake to ensure that both themselves and all of their subcontractors meet the standards covered by this Code of Conduct for External Manufacturers and Suppliers (hereinafter, the Code)

#### 1. NO FORCED LABOUR.

Inditex shall not allow any form of forced or involuntary labour in the production centres and/or facilities of its External Manufacturers, Suppliers and their Subcontractors.

External Manufacturers, Suppliers and their Subcontractors may not require their employees to make any kind of "deposits", nor are they entitled to retain their identity papers.

External Manufacturers, Suppliers and their Subcontractors shall acknowledge the right of their employees to leave their employer after reasonable notice.

#### 2. NO CHILD LABOUR.

External Manufacturers, Suppliers and their Subcontractors shall not employ minors. Inditex defines minors as those persons under the age of 16. In the event that local legislation would provide a higher age limit, the company shall respect the local provision.

Persons under 18 shall not be employed in night shifts or in hazardous conditions pursuant to the definition thereof provided under Recommendation 190 of the International Labour Organization.

Where the existence of any form of child labour is detected in the production centres and/or facilities of External Manufacturers, Suppliers and their Subcontractors, protocols designed for the suppression thereof must be applied, and educational programmes ensuring the suppression of any form of exclusion of minors until they attain the minimum labour age required must be developed.

#### 3. NO DISCRIMINATION.

External Manufacturers, Suppliers and their Subcontractors shall not apply any type of discriminatory practice as regards the recruitment, compensation, access to training, promotion, termination of the employment agreement or retirement, based on race, caste, creed, nationality, religion, age, physical or mental disability, gender, marital status, sexual orientation and/or union membership or political affiliation.

#### 4. RESPECT FOR FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING.

External Manufacturers, Suppliers and their Subcontractors shall ensure that their employees, without distinction, have the Right of Association, Union Membership and Collective Bargaining. No retaliation may arise from the exercise of such right and no remuneration or payment whatsoever may be offered to the employees in order to hinder the exercise of such right.

External Manufacturers, Suppliers and their Subcontractors shall adopt an open and collaborative attitude towards the activities of Trade Unions.

Workers´ representatives shall be protected from discrimination and shall be free to carry out their representative functions in their workplace.

Where the Rights to Freedom of Association and Collective Bargaining are restricted under Law, the appropriate channels to ensure a reasonable and independent exercise of such rights must be designed.

#### 5. NO HARSH OR INHUMANE TREATMENT.

External Manufacturers, Suppliers and their Subcontractors shall treat their employees with dignity and respect. Under no circumstances shall physical punishment, sexual or racial harassment, verbal or power abuse or any other form of harassment or intimidation be permitted.

#### 6. SAFE AND HYGIENIC WORKING CONDITIONS.

External Manufacturers, Suppliers and their Subcontractors shall provide a safe and healthy workplace to their employees, ensuring minimum conditions of light, ventilation, hygiene, fire prevention, safety measures, and access to a drinking water supply.

Workers shall have access to clean toilets facilities and drinking water. Where necessary, facilities for food storage shall be provided.

Accommodation, where provided, shall be clean and safe.

External Manufacturers, Suppliers and their Subcontractors shall take the required steps to prevent accidents and injuries to health of their workers, by minimizing as much as possible, the risks inherent to work.

External Manufacturers, Suppliers and their Subcontractors shall provide their workers with regular training in the matter of health and safety at work. Inditex shall keep an appropriate record of the training courses done.

External Manufacturers, Suppliers and their Subcontractors shall appoint a person in charge of health and safety within the Management, duly authorised and with the appropriate decision taking power.

#### 7. WAGES ARE PAID.

External Manufacturers, Suppliers and their Subcontractors shall ensure that wages paid for a standard working week shall meet at least the minimum legal or collective bargain agreement, whichever is higher. In any event, wages should always be enough to meet at least the basic needs of workers and their families and any other which might be considered as reasonable additional needs.

External Manufacturers, Suppliers and their Subcontractors shall not proceed to any withholdings and/or deductions from wages for disciplinary purposes, nor for any reasons other than those provided in the applicable regulations, without the express authorisation of workers.

External Manufacturers, Suppliers and their Subcontractors shall provide all workers with: written and understandable information about their wages conditions upon their recruitment, and information about the particulars of their wages every time that these are paid.

External Manufacturers, Suppliers and their Subcontractors shall also ensure that wages and any other allowances or benefits are paid on time and rendered in full compliance with all applicable laws and specifically, that payments are made in the manner that best suits the workers.

#### 8. WORKING HOURS ARE NOT EXCESSIVE.

External Manufacturers, Suppliers and their Subcontractors shall adjust the length of the working day to the provisions of the applicable laws or of the Collective Bargain Agreement for the sector in question, should this latter afford greater protection for the workers.

At no event shall External Manufacturers, Suppliers and their Subcontractors require their employees to work, as a rule of thumb, in excess of 48 hours a week and workers shall be granted at least one day off for every 7 calendar day period on average.

Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate, pursuant to the provisions of the prevailing regulations in force.

#### 9. ENVIRONMENTAL AWARENESS.

External Manufacturers, Suppliers and their Subcontractors shall be duly committed at all times to protect the environment and shall comply, at least, with the standards and requirements of the applicable Local and International Laws and Regulations.

#### 10. REGULAR EMPLOYMENT.

External Manufacturers, Suppliers and their Subcontractors undertake that all the employment formulas they use are part of the ordinary labour practice and the applicable local laws.

External Manufacturers, Suppliers and their Subcontractors shall not impair the rights of workers acknowledged under the Labour and Social Security Laws and regulations by using schemes of: subcontracting, homeworking, training and apprenticeship contracts or any other like formula which prevents promotion of regular employment in the framework or regular employment relationships.

#### 11. CODE IMPLEMENTATION.

##### **Subcontracting.**

External Manufacturers and Suppliers shall not subcontract any work without the prior written authorisation of Inditex.

External Manufacturers and Suppliers, which subcontract work for Inditex, shall be responsible for the subcontractors' compliance with the Code.

External Manufacturers, Suppliers and their Subcontractors shall apply the principles of the Code to any homewoker involved in their supply chain, and they shall give transparency to the locations and working conditions of said homeworkers.

##### **Management Systems.**

External Manufacturers, Suppliers and their Subcontractors shall implement and maintain programmes to set in train this Code.

External Manufacturers, Suppliers and their Subcontractors shall appoint a senior member of Management who shall be responsible for the implementation and enforcement of this Code.

External Manufacturers and Suppliers and their Subcontractors shall communicate the Code to all employees and to their contractors, sub-contractors, suppliers, agents and homeworkers in any way involved in the Inditex Supply Chain.

### **Supervision and Compliance.**

External Manufacturers, Suppliers and their Subcontractors shall authorize Inditex and/or any third parties the former might appoint, to carry out inspections and audits in order to verify the appropriate enforcement of the Code. For these purposes, they shall provide the inspectors and/or auditors with the required means and the appropriate access to the facilities and documentation required to ensure this verification.

### **Ethical Commitment**

External Manufacturers, Suppliers and their Subcontractors shall carry out their activities in a honest, upright and transparent way, keeping for these purposes an appropriate accounting records system, as a preventive measure versus any manner of corruption, bribe and extortion that might arise.

External Manufacturers, Suppliers and their Subcontractors shall not offer, grant, request or accept any gifts or donations to/from Inditex buyers which might infringe the provisions of the “Internal Guidelines for the Responsible Practices of the Inditex Group Personnel”.

External Manufacturers, Suppliers and their Subcontractors shall not manipulate or influence their workers, nor shall they forge any files or records in order to alter the verification process regarding compliance with this Code.

External Manufacturers, Suppliers and their Subcontractors shall neither offer nor accept remuneration of any kind which in perception, or in effect, seeks to affect the impartial judgement or the objectivity of such parties appointed by Inditex to carry out inspections and compliance audits in connection with this Code.

### **Health and Safety of products**

External Manufacturers, Suppliers and their Subcontractors undertake to apply Inditex’s health and safety product standards in all manufacturing processes of raw materials, finished products, accessories and footwear that they provide to Inditex.

### **Publication of the Code.**

External Manufacturers, Suppliers and Subcontractors’ Management teams shall inform their employees about the contents of this Code. A copy of the same, translated into the local language shall be displayed in accessible locations for all workers.

### **Reference to national legislation and collective agreements.**

The provisions of this Code constitute only minimum standards.

Should national regulations or any other applicable Law or any other commitments undertaken or applicable, including collective bargaining agreements, govern the same issue that provision which offers greater protection for workers shall apply.