

BRILLIANT EARTH

Brilliant Earth

Supplier Code of Conduct

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Introduction

Brilliant Earth's Responsible Sourcing Program is aligned with its Ethical Business Policy, both of which have been developed as guiding principles for living up to our commitment of providing our customers with ethically sourced fine jewelry. We strive to continuously progress against our goals of responsibly sourcing our precious metals and gemstones in alignment (where applicable) with the OECD Due Diligence Guidance (DDG) for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, the United Nations Guiding Principles on Business and Human Rights and the standards of the Responsible Jewellery Council. The guidelines contained herein are derived from these standards.

Brilliant Earth's mission is to cultivate a more ethical, transparent and sustainable jewelry industry and to provide our customers with products that are consistent with their social values. Many jewelers offer "conflict free" diamonds, referring to adherence to the Kimberley Process, which narrowly defines conflict diamonds as diamonds that finance rebel movements against recognized governments. What this definition leaves out is large numbers of diamonds that are tainted by violence, human rights abuses, poverty, environmental degradation, and other issues. We go beyond the usual standard to offer Beyond Conflict Free Diamonds™ that have been carefully selected for their ethical and environmentally responsible origins.

Beyond Conflict Free™ means that we only use a select group of diamond Suppliers who can demonstrate a robust chain of custody protocol for their diamonds and can track and segregate diamonds by country of origin. These diamonds come from specific countries of origin that meet our standards. Today, those include Canada, Russia and Botswana Sort (Botswana, Namibia, Lesotho, South Africa or Canada). Our Suppliers must demonstrate their commitment to follow internationally recognized labor, trade, and environmental standards. In addition, Brilliant Earth primarily uses recycled and re-refined precious metals in our fine jewelry.

Adherence to Brilliant Earth's responsible sourcing standards described in this Supplier Code of Conduct ("Code") and defined herein is a requirement of doing business with us and is considered a requirement of all agreements and contracts with our Suppliers. Suppliers are also responsible for implementing the requirements of the Code to their suppliers used in the production of Brilliant Earth products.

Implementation & Applicability

This Code is being communicated to Suppliers in the second quarter of 2019 and replaces previous versions. Various elements of the Code have already been implemented, but the expectation is that requirements outlined herein are effective immediately upon

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communication to Suppliers and the implementation processes described will begin once the Code has been communicated to Suppliers. For Suppliers whose business relationships with Brilliant Earth commenced prior to the effective date of this document, Brilliant Earth will be implementing this Code and updating written supplier documents after the Code is published.

We realize that our Suppliers vary in the products and services that they deliver to us and every element of this Code may not be applicable to all Suppliers. We also understand that there are currently different industry standards mentioned in this Code that may apply to all of our Suppliers. Sections below will indicate to which Suppliers certain requirements will apply.

As the industry continues to evolve, we will also modify our Code to include updated industry requirements and to cover additional aspects of our supply chain. If changes to the Code are made, we will communicate the updated version to Suppliers.

Supplier Code of Conduct Standards

It is important that our Suppliers demonstrate the capability and willingness to follow robust legal, ethical, labor, trade, human rights, and environmental standards. Brilliant Earth's Supplier Code of Conduct establishes the standards that Brilliant Earth expects its Suppliers to abide by. As a condition of doing business with Brilliant Earth, Suppliers must maintain and consistently demonstrate their commitment and capability to comply with Brilliant Earth's Supplier Code of Conduct.

Scope: This Code applies to all of Brilliant Earth's direct and indirect Suppliers, including their parent, subsidiary or affiliate entities (herein referred to as "Supplier"). All Suppliers are expected to adhere to this Code and are responsible for ensuring their practices are consistent with the practices herein. Suppliers are responsible for compliance at the facilities they use to produce products supplied to Brilliant Earth. Suppliers are required to disclose facilities that are owned, leased, subcontracted or used in any material form to produce any item supplied to Brilliant Earth. The same obligations outlined herein will also apply to subcontractors or independent contractors used by Supplier. Suppliers are responsible for compliance of their subcontractors or independent contractors with this Code, to the extent that subcontractors or independent contractors are involved in the production processes or any manufacturing stages carried out on behalf of Brilliant Earth.

Adherence to this Code is an enforced part of any agreement or contract between Brilliant Earth and our Suppliers. By signing this Code, Brilliant Earth Suppliers confirm that they will comply with the expectations outlined in the Code and will notify Brilliant Earth immediately if they observe any non-compliance with the Code.

Business and Regulatory Requirements

Brilliant Earth Suppliers are expected to comply with all applicable laws in all jurisdictions where they do business and conduct their business in accordance with the highest standards of ethical behavior. We recognize that our Suppliers operate in different areas of the world and reside in different legal and cultural environments. In all cases, we expect our Suppliers to comply with applicable legal requirements.

- Bribery and Corruption: Supplier shall not engage in any form of bribery and/or corrupt activities and shall take affirmative steps to ensure compliance with relevant laws by any counterparties with which it does business. Supplier shall protect employees from penalties and/or punitive actions for reporting concerns or refusing to partake in any activities related to suspected bribery.
- Money laundering and/or financing of terrorism: Supplier shall not engage in money laundering or financing of terrorism. Where applicable, Supplier confirms that it has an anti-money laundering program in place to fully comply with the USA Patriot Act.
- Financial Accounting: Supplier shall maintain financial accounts of all business transactions in accordance with international accounting standards. Supplier shall pay all taxes and ensure fees and royalties are reported and paid timely to the relevant government authorities, and where applicable, disclosed in accordance with principles set forth under the Extractive Industry Transparency Initiative (EITI).
- Confidentiality: Supplier shall take all necessary measures to ensure the confidentiality of business and/or trade secrets and intellectual property rights and/or other non-public information received during their business relationship with Brilliant Earth.
- Transparency of Information: Supplier shall provide clear and accurate information regarding their business practices, resources used, production sites and characteristics of the products supplied to Brilliant Earth.
- Subcontracting: Supplier shall not contract out any part of the work related to Brilliant Earth goods without disclosing such subcontracting relationships to Brilliant Earth. Any subcontractor or independent contractor used for Brilliant Earth work will be subject to this Code and Supplier is responsible for the compliance of their subcontractors or independent contractors with these requirements.

Social and Environmental Requirements

Human Rights and Responsible Labor Practices

Supplier shall at all times respect the fundamental human rights of all workers, (including fulltime, part-time or contracted) business partners and customers and observe the UN Guiding Principles on Business and Human Rights, the Universal Declaration of Human Rights, and the ILO Conventions on Labor Rights and the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas in ways appropriate to their size and circumstances. Where relevant, Suppliers shall adhere to the guidelines outlined in the Responsible Jewellery Council Code of Practices. Suppliers shall use fair and responsible labor practices and treat all employees with full respect and dignity.

- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals: Supplier, as applicable, is expected to adhere to all standards outlined in Annex II, Model Supply Chain Policy for a Responsible Global Supply Chain of Minerals from Conflict-Affected and High-Risk Areas. This includes the prohibition of:
 - any forms of torture, cruel, inhuman and degrading treatment;
 - any forms of forced or compulsory labor, which means work or service which is exacted from any person under the menace of penalty and for which said person has not offered himself voluntarily;
 - the worst forms of child labor;
 - other gross human rights violations and abuses such as widespread sexual violence;
 - war crimes or other serious violations of international humanitarian law, crimes against humanity or genocide.
- Child Labor: Supplier shall not engage in the use of child labor as defined in ILO Convention 138 and the worst forms of child labor as defined in ILO Convention 182.
- Forced Labor: Supplier shall not engage in any forms of forced labor as defined in ILO Conventions 29 and 105, including trafficking in persons, bonded, indentured or involuntary prison labor. Neither Supplier nor any company supplying labor to Supplier shall withhold any part of a worker's salary, benefits, property or documents in an effort to force workers to continue working for Supplier. Workers shall be provided with a written and understandable labor contract.
- Harassment and Abuse: Supplier shall treat its workers with respect and dignity. Supplier shall not tolerate or engage in any form of corporal punishment or degrading treatment, sexual or physical harassment, mental, physical or verbal abuse, coercion or intimidation, or threats to management and staff, their family, or colleagues.

Supplier shall clearly communicate disciplinary process, and related standards, and apply them equally to all management and staff.

- No Support of Non-State Armed Groups: Supplier shall not provide support, directly or indirectly, to non-state armed groups, through activities related to the extraction, transport, trade, handling or export of minerals. Supplier shall not provide support, directly or indirectly to public or private security forces who illegally control mine sites, transportation routes and upstream actors in the supply chain, or who illegally tax or extort money or minerals at point of access to mine sites, along transportation routes, or at points where minerals are traded, or illegally tax or extort intermediaries, export companies or international traders.
- Working hours: Workers shall not be required to work more than 60 hours per week, except in extraordinary business circumstances with their voluntary non-induced consent. Workers shall be entitled to at least one day of rest following six consecutive days worked. In all circumstances, Suppliers shall comply with all applicable laws related to working hours and holidays.
- Fair wages and benefits: Supplier shall pay all workers a fair wage based on the higher of either the applicable legal minimum wage, or the prevailing industry standards. Payment to worker shall be on a regular and pre-determined basis and will accompany a wage slip which clearly details wage rates, benefits and deductions where applicable.
- Discrimination: Supplier shall treat workers equally and fairly and not subject to discrimination or harassment based on race, sex, color, national or social origin, ethnicity, religion, age, disability, sexual orientation, gender identification or expression, political opinion or any other status protected by applicable law.
- Health & Safety: Supplier shall provide safe and healthy working conditions for workers in accordance with applicable laws and other relevant industry standards. This includes, but is not limited to, providing a safe and healthy workplace and onsite housing (if applicable); establishing a process to assess and minimize workplace hazards; offering trainings, personal protective equipment, potable water, access to medical facilities, and emergency response equipment; maintaining an emergency response plan; and fulfilling other criteria set forth in International Labour Organization (ILO) Occupational Safety and Health Convention 155.
- Security: Supplier shall take measures to ensure the safety and security of its workers, contractors and visitors. This includes assessing security risks and implementing measures to protect against product theft, intellectual property theft or loss of employee or customer data during manufacturing and transport of goods.

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- Freedom of Association and Collective Bargaining: Suppliers shall not prevent workers from freedom of association. Where laws prohibit these freedoms, Suppliers shall support parallel means for independent and free association and bargaining.
- Grievance Mechanism: Suppliers shall allow workers to submit a grievance without suffering any penalty or retaliation and has a process to investigate and document all grievances appropriately.
- Commitment: Suppliers shall have a commitment to respect human rights that is endorsed by senior management and communicated to all employees.

Community Development

Supplier shall make an effort to support the development of local communities in which it operates.

- Indigenous Peoples: Supplier shall recognize and respect the rights of all indigenous peoples, and recognize and respect the value of their traditional, cultural and social heritage.
- Community Engagement: Where applicable to their supply chain, Supplier should facilitate, support, and/or participate in authentic and constructive engagement with local communities from which diamonds, gemstones, precious metals, and jewelry are refined or manufactured, and where possible, where diamonds, gemstones and/or precious metals are sourced.
- Community Support and Development: Where possible, and as appropriate to the scale of the Supplier, Supplier should facilitate and support community development efforts and local community priorities including education, health care, women's empowerment, economic development and preserving natural resources. Where practical, businesses should avoid filling roles that are the responsibility of others, especially governments, and instead take a partnership or collaborative approach to community development.

Environmental Practices

Supplier shall comply with all relevant environmental regulations and seek to ensure the efficiency of their business operations in terms of consumption of natural resources including, but not limited to water, waste and energy.

- Assess and Mitigate Environmental Impacts: Supplier should take proactive measures to identify and mitigate material environmental risks and significant impacts of their operations.

- Environmental Management: Supplier shall manage its environmental footprint by using natural resources responsibly including reducing energy consumption, water use, waste and emissions. Where applicable, and as appropriate to the scale of the Supplier, Supplier should implement an environmental management system that regularly reviews controls to minimize environmental impacts and measure performance.

Supply Chain Integrity, Traceability and Transparency

Supplier shall make all commercially practical efforts to ensure the integrity of the goods and services provided to Brilliant Earth. This includes being transparent about the characteristics and origin of goods and ensuring those goods go beyond current industry conflict-free standards.

- Know Your Customer: Supplier shall employ “Know Your Customer” principles including maintaining an understanding of their suppliers and customers, including but not limited to ownership, identity, legal status (including applicable permits, licenses, etc.), sources of raw material, processes, products or services. Supplier shall also monitor transactions for unusual occurrences, suspicions of money laundering or terrorism financing, and report suspicious behavior to appropriate officials.
- Chain of Custody and Traceability for Diamonds: Suppliers of certified (individually graded) natural diamonds with a listed country of origin shall have a system to account for, track, and identify certified diamonds that maintains a strong and verifiable chain of custody to verify the country of origin of all certified diamonds sold to Brilliant Earth. This system shall comply with the most recent version of the Brilliant Earth Chain-of-Custody Protocol to support Country of Origin Verification. Natural diamond Suppliers must be able to demonstrate traceability systems for their diamonds. This process may include third-party verifications and/or additional diligence by Brilliant Earth.
- Adherence to Kimberley Process for Diamonds: Supplier shall not knowingly buy or sell conflict diamonds or assist others to do so. Where involved with the international trade of rough diamonds, Supplier shall apply the rough diamond export and import verification system and controls as laid out by the Kimberley Process Certification Scheme and relevant national legislation. Where involved in buying and selling diamonds, whether rough, polished or set in jewelry, Supplier shall adhere to the World Diamond Council System of Warranties, have systems to ensure that all associated invoices contain the following affirmative statement—or equivalent wording which provides the same warranty—and ensure that diamonds purchased or sold under that invoice meet these warranties:

“The diamonds herein invoiced have been {sourced} purchased from legitimate sources not involved in funding conflict, in compliance with United Nations Resolutions and corresponding national laws {where the invoice is generated}. The seller hereby guarantees that these diamonds are conflict free and confirms adherence to the WDC SoW Guidelines.”

- Quality Assurance: Supplier shall maintain robust quality assurance procedures to ensure that all products sold to Brilliant Earth conform to listed specifications in all material respects. This includes clearly disclosing any treatments or alterations to gemstones and disclosing any lab grown/synthetic diamonds or gemstones.
- Precious Metals: Suppliers of jewelry cast with precious metals shall comply with Brilliant Earth’s requirements that precious metals provided to Brilliant Earth are primarily cast from verifiable recycled metal sources or other responsible primary metal sources, as needed. Where requested, fair trade/fairmined metal sources may be used.
- Colored Gemstones: Supplier shall employ due diligence measures when sourcing colored gemstones provided to Brilliant Earth to verify they do not come from Conflict-Affected High-Risk Areas (CAHRAs). Supplier shall be transparent about and disclose all material physical characteristics of the gemstones including detailed information on any treatments or irradiation. Supplier shall have a system for verifying the stated geographic origin of its colored gemstones supplied to Brilliant Earth.
- Estate Jewelry: Suppliers of estate jewelry shall adhere to all applicable laws and regulations.
- Lab Created Diamonds and Gemstones: Suppliers of lab created diamonds and gemstones must at all times adhere to industry requirements. Supplier must at all times disclose that a stone is “laboratory-grown”, “laboratory-created”, or any other industry standard language that indicates “laboratory-grown” in all documentation provided to Brilliant Earth and the description must immediately precede the word diamond or gemstone. Suppliers, including Suppliers of diamond, gemstone, and jewelry production, shall also have systems in place to ensure the segregation of lab created and natural diamonds and gemstones.

Defining Conflict Affected High Risk Areas

Brilliant Earth conforms to the OECD and European Commission definitions of Conflict Affected and High Risk Areas (CAHRAs). Because the nature of conflict is constantly changing, we will conduct an annual assessment to define the countries we believe fall within those definitions. It is anticipated that the European Commission will utilize a variety

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of experts to develop a list in the upcoming year and once that list is released, we will also use it as reference. In the meantime, Brilliant Earth will utilize the sources provided by the European Commission in our process of determining CAHRAs including publicly available risk indexes and data.

Risk Assessment & Compliance Process for Suppliers of Natural Diamonds and Jewelry Production

Brilliant Earth will use a risk-based approach to assess Suppliers and the risk of noncompliance with this Code. Our risk assessment will focus on risks throughout the supply chain based on a variety of factors including category of product or service supplied, country of origin and governance as defined by the European Commission and OECD definitions of Conflict-Affected and High-Risk Areas, type of business (sightholder, manufacturer, etc.), traceability of products, length of time in business, data collected directly from Suppliers and other publicly available information. Brilliant Earth reserves the right to conduct announced audits at the Suppliers' sites either by themselves or through a third-party auditor to verify compliance with this Code. To reduce audit fatigue among Suppliers, Brilliant Earth's risk-based approach will place more emphasis on higher-risk Suppliers and may leverage other audits that have already been conducted. We will take concrete steps to mitigate all material identified risks of non-compliance with this Code, up to and including severing contracts with noncompliant Suppliers.

The following outlines Brilliant Earth's Risk Assessment and Compliance Process for Suppliers of Natural Diamonds and Jewelry Production:

Phase 1 - Information Gathering to Identify Risks: Suppliers are required to complete our onboarding Affidavit. The Affidavit takes into consideration the Supplier's business operations, products to be supplied to Brilliant Earth and the extent of any human rights and/or environmental sustainability assessments conducted at the Supplier's operations. The information provided in the Affidavit will allow us to assess the Supplier based on industry specific risks, including country of operation and the Supplier's compliance management systems.

Phase 2 - Identify Risks: Based on the information provided in Phase 1, Suppliers will be given a risk rating of low-risk, moderate-risk, high-risk or extreme-risk. During this risk rating process, supplier may be contacted by the Brilliant Earth Compliance team to gather additional information. If Supplier is asked to provide additional information, it must do so in a timely manner. Failure to provide the information within an appropriate timeframe may result in a high-risk or extreme-risk rating.

Phases 3 and 4 – Analyze, Rate and Treat Risks: Supplier will be notified of its risk rating. Based on the rating, the following action is required:

Risk Rating	Action
Low-Risk	<ul style="list-style-type: none"> • None • Annually, a random selection of low-risk suppliers may be selected for a desktop or in-person audit. This audit may be conducted by a Brilliant Earth Compliance Team member or a third-party. • If there are any major findings, then a corrective action plan will be put in place within 30 days of the audit.
Moderate-Risk	<ul style="list-style-type: none"> • A desktop or in-person document review or audit may be required. This document review or audit may be conducted by a Brilliant Earth Compliance Team member or a third-party. The document review or audit will include gathering additional information from Supplier to ensure compliance with the requirements of this Code. • If there are any major findings, a corrective action plan will be put in place within 30 days of the audit.
High-Risk	<ul style="list-style-type: none"> • An in-person audit by either a third-party or a Brilliant Earth Compliance Team member will be required within three months of notification of risk rating. • If there are any major findings, a corrective action plan will be put in place within 30 days of the audit.
Extreme-Risk	<ul style="list-style-type: none"> • Supplier is not approved for use by Brilliant Earth and will be notified that they do not meet Brilliant Earth compliance requirements.

Should Supplier be required to undergo a third-party audit, Brilliant Earth will provide information on approved audit standards and audit firms. At any time, all Suppliers, regardless of risk rating may also be subject to an in-person assessment by a member of the Brilliant Earth Compliance Team and are expected to comply with such requests.

Upon completion of an audit - either by a third-party or by a member of the Brilliant Earth Compliance Team - Supplier's risk rating may be modified. This will determine any necessary follow-up action. In the event of non-compliance, we expect the Supplier to be committed and engaged in remedying the non-compliance on the basis of a Corrective Action Plan to be implemented by a mutually agreed date. Our intention is to work with our Suppliers to help improve practices in the supply chain. If a Supplier is having difficulty meeting one of our requirements, we will make an effort to work with them to meet our standards before severing a relationship. However, if there are findings in an assessment that we consider to be an extreme risk (e.g. child labor and forced labor), we will sever the relationship.

If Brilliant Earth determines that it is necessary to terminate the relationship with Supplier due to non-compliance with this Code and/or audit findings, Brilliant Earth may consider

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resuming a business relationship with the Supplier only after satisfactory corrective action has been completed.

Phase 5 – Monitor Risks: After completion of the initial assessment of Supplier's compliance with this Code, Supplier will be required to complete an annual Responsible Sourcing Compliance Report acknowledging compliance with this Code. High-risk Suppliers may be required to undergo more frequent reviews. The report will be issued to Supplier in a questionnaire format and must be completed annually within the timeframe prescribed by Brilliant Earth.

Industry Standard Audit Requirement

Brilliant Earth is a member of the RJC and expects Suppliers that manufacture natural diamonds and jewelry production Suppliers to also become members of the RJC or have an equivalent audit. The membership or audit should apply to the facilities used in the manufacturing of materials and/or products for Brilliant Earth. We understand that this may take some time and we will allow Suppliers up to one year after acknowledging this Code to become a member of RJC or complete an equivalent audit. Once a Supplier becomes a certified RJC member, Supplier may be deemed a low-risk Supplier as defined in the Risk Assessment and Compliance Process section of this Code. We may consider other equivalent industry standard audits in lieu of RJC.

As previously stated, this Code is also applicable to subcontractors, and Suppliers are responsible for their subcontractors' or independent contractors' compliance with this Code. Contractors used by our Suppliers may also be required to provide proof of an acceptable audit covering facilities used for production of Brilliant Earth materials.

Grievance Mechanisms

We recognize that effective grievance mechanisms are key to safeguarding worker rights in our operations and our supply chain and can act as an early-warning risk awareness tool to help identify supply chain risks. We are committed to working with our Suppliers to ensure appropriate mechanisms are made available within their own supply chains to ensure grievances can be raised and resolved through appropriate channels. This grievance process is also aligned with responsible supply chain standards including the OECD Due Diligence Guidance for Responsible Supply Chains.

What would constitute a grievance?

For this process, a grievance is a report of alleged non-compliance with our Responsible Sourcing Standards that has occurred in our supply chain and has a direct adverse human rights, responsible labor practices, community development or environmental impact. This could include:

- (a) a violation by a Supplier, licensee, agent or contractor of an element of the Workplace Standards relevant to that Supplier, contractor or service provider; or
- (b) any breach of an international human rights norm, whether related to an external service provider, Supplier or to anonymous grievances to Group's own business operations, where these affect an outside party; or
- (c) a breach by a Supplier of this Code.

How are grievances raised?

We may receive grievances through one of a variety of different channels, including through our Responsible Sourcing email inbox (vendorcompliance@brilliantearth.com), via postal mail (26 O'Farrell St., 10th Floor, San Francisco, CA 94108, Attn: Niki King, Director of Responsible Sourcing), through audit findings or other third-party stakeholders.

Who can raise a grievance?

Any individual or organization directly affected by an issue, or an organization with a formal mandate to represent individuals or communities directly affected, can make a complaint related to Brilliant Earth. This includes all affected stakeholders such as workers, community members and/or whistle-blowers. They must have access to firsthand knowledge of the circumstances of the complaint and if they are an organization, they must be viewed as a legitimate representative of those affected.

What information is required to raise a grievance?

We request that you provide the following information so that we can properly process the complaint:

- Name of the Brilliant Earth Supplier/contractor or employer. Please include the normal trading name of the company providing products or services to Brilliant Earth.
- The name of the workers' employer (if different), or any subcontractor.
- Name of work site including information to allow identification of the specific location of the factory, warehouse, business unit, or activity to which the complaint relates.
- Alleged breach: the element of the Supplier Standards or human rights norm which has or is being breached, a short description of the nature of the breach,

any supporting evidence, and the date or period when the alleged breach occurred.

- The scale of the alleged problem. How many workers or products are involved? How has the community been impacted? Is there immediate physical danger? How serious is the breach to the Workplace Standards or this Code or how severe is the adverse impact on the international human rights norm?
- Local complexities: for example, ethnic, cultural or political issues that will have a bearing on the alleged violation and how it can be investigated.
- Contact point, including the name and full contact details of individual or organization raising the grievance. If the grievance is being handled on behalf of others, provide the contact details for the originators of the grievance.
- Confidentiality: whether the complainant or a party to the complaint must remain anonymous and the reasons for anonymity (see below).

Is the complaint confidential?

Brilliant Earth wishes all parties to have confidence in the complaint procedures. We therefore deal with grievance in an open and transparent way. Unless there are good reasons not to do so, all information received will be provided to all other parties to the grievance. If there is sensitive information, the preferred course is to agree with all parties on how to deal with this. In principle, details of individual employees or complainants should be provided. However, we recognize the risk of retaliation facing workers making complaints about their employment conditions, or individuals raising issues related to human rights violations. In these circumstances, unless required by law or judicial order, we will not disclose the identities of workers to employers to open them up to retaliation, or the names of individuals who may have been subjected to human rights violations, where such disclosure would lead to their likely intimidation or victimization.

What if the complaint is anonymous?

Ideally, Brilliant Earth would like to contact a complainant and verify the details of any allegation, but we do understand that at times, individuals may wish to make an anonymous grievance. Where anonymous grievances are received, we will investigate and determine whether there are grounds to the grievance. However, in the case of anonymous grievances we will not be able to inform the complainant with the outcome of those investigations, or the actions taken by Brilliant Earth. If an individual decides to make an anonymous grievance it is important that the complainant provides as much information as possible to substantiate their grievance.

How quickly will complaints be handled?

It is important that grievances are submitted to Brilliant Earth promptly so that breaches of our Supplier Standards outlined in our Code or any negative human rights impact can be rectified as soon as possible. Brilliant Earth strives to assess complaints and take expedient action. The timeline of addressing the complaint will be based on the nature, scale, complexity and geographic origin of the complaint.

What process will be followed when Brilliant Earth receives a grievance?

Brilliant Earth will apply a framework of investigation principles, which can be adjusted depending on the nature of the particular issue and circumstances. The below outlines the steps Brilliant Earth will follow if it receives a grievance:

- Brilliant Earth will acknowledge receipt of a grievance in writing, or verbally if the complaint was received via a telephone call or in a face-to-face meeting with a complainant. This should occur within one week of receiving the grievance.
- Brilliant Earth will then assess whether it can be accepted as a legitimate complaint. To be accepted, the complaint must:
 - Relate to an activity by a Brilliant Earth business entity or employee, or to a contractor, Supplier or licensee which is actively involved in the production or supply of products or services to the Company. Where it relates to a product, it must be at a tier of the supply chain that is traceable directly to Brilliant Earth.
 - Relate to a breach of this Code.
 - Contain sufficient information to enable the Brilliant Earth to assess the substance of the grievance.
- If there is insufficient information provided by the complainant initially, Brilliant Earth may ask for additional information or clarification about the nature of the complaint.
- Brilliant Earth will identify the parties to the grievance. Depending on the nature of the grievance, these parties could include the complainant, the subject of the grievance, rightsholders, workers or others directly affected by the issues raised, groups representing or advocating on behalf of those directly affected, and other actors in the supply chain or in Brilliant Earth's business operations, subsidiaries or associated business entities.
- The complainant will be informed whether the grievance has been accepted. If the grievance is not accepted, the reasons will be given to the complainant.
- At the end of the investigation, if allegations have been substantiated, the Responsible Sourcing team and internal partners will engage with the Supplier to develop a remediation plan. The Responsible Sourcing team will monitor progress against any remediation plan, provide updates to the Decision Group and, where appropriate, the individual or group that raised the grievance.

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Acknowledgment of Supplier Code of Conduct

By signing below, Supplier confirms that its products and business conduct are compliant with Brilliant Earth's Supplier Code of Conduct as outlined above. Should Supplier's policies change from the aforementioned at any point, Supplier will notify Brilliant Earth in writing immediately.

COMPANY:

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

References and Resources

- [Responsible Minerals Initiative](#)
- [OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas](#)
- [U.S. Dept. of Labor List of Goods Produced by Child Labor or Forced Labor](#)
- [World Diamond Council System of Warranties](#)
- [United Nations Guiding Principles on Business and Human Rights](#)
- [Responsible Jewellery Council](#)
- [ETI Base Code](#)
- [International Labour Organization Standards](#)