

HUMAN RIGHTS POLICY

I. Our Commitment

The John Lewis Partnership (the Partnership) is committed to respecting the human rights of all people connected to our business - from the Partners in our own operations to the workers in our supply chains and the communities in which we operate.

Our approach is guided by the **UN Guiding Principles on Business and Human Rights (UNGPs)**, the **International Bill of Human Rights**, and the **ILO Declaration on Fundamental Principles and Rights at Work**.

This policy sets out the standards we expect from all suppliers, partners, and service providers. It should be read in conjunction with our **Responsible Sourcing Code of Practice (RSCOP)**, which details our specific labour standards.

2. Scope and Application

This policy applies to the Partnership's own operations and to all parties who supply goods or services to the Partnership. For the purposes of this policy, "**Supplier**" is defined broadly to include partners providing Goods for Resale (GFR), Goods Not for Resale (GNFR), Services and Business-to-Business (B2B) partners.

We recognise that the Partnership's influence varies across these different relationships. As such, we take a risk-based and proportionate approach to the implementation of this policy, prioritising our due diligence and intervention efforts where the risks to human rights are most severe and where our leverage to effect change is greatest.

We expect Suppliers to adopt policies and approaches that take a materially equivalent approach to this policy in protecting human rights in their supply chain.

3. Core Principles

The Partnership is committed to the following standards within its own operations and requires its Suppliers to meet materially equivalent standards. Where local law and these standards differ, Suppliers must follow the standard that offers the greatest protection to workers.

3.1. Fundamental Labour Rights (RSCOP)

In our own operations, we are committed to treating our Partners with fairness and respect, upholding standards consistent with the **International Bill of Human Rights** and **ILO Core Conventions**.

We require our Suppliers to adhere to the Partnership's Responsible Sourcing Code of Practice (RSCOP), which mirrors the Ethical Trading Initiative (ETI) Base Code. This includes, but is not limited to, the prohibition of child labour and forced labour, the payment of living wages, and the respect for freedom of association.

3.2. No Recruitment Fees (Employer Pays Principle)

We are committed to the "Employer Pays Principle". Suppliers must not charge workers fees for recruitment or employment. Where fees are found, we expect Suppliers to work towards their elimination and the reimbursement of affected workers.

3.3. Grievance Mechanisms and Whistleblowing

The Partnership is committed to ensuring that effective grievance and whistleblowing channels are available to all Partners and individuals working within our direct operations.

We require our Suppliers to provide their own workers and, where relevant, local communities with effective access to grievance mechanisms that align with the effectiveness criteria within **Principle 31 of the UNGPs**.

Crucially, Suppliers must ensure that users of these mechanisms are able to raise concerns confidentially and without fear of retaliation.

3.4. Respect for Local Communities

We require Suppliers to, and in our own operations we will, respect the rights and wellbeing of the communities in which they and we operate. This includes engaging positively with local communities and seeking to avoid or mitigate negative impacts that business operations may have on the local population.

3.5. A Healthy Environment

Recognising the link between a healthy environment and human rights, the Partnership is committed to responsible environmental stewardship. We require Suppliers to comply with applicable environmental laws and endeavour to minimise negative impacts on their local environment, particularly regarding community access to clean water and sanitation.

3.6. Occupied Territories, Conflict-Affected and High-Risk Areas

The Partnership and its Suppliers must not be knowingly complicit in violations of international criminal or humanitarian law. Consequently, the Partnership endeavours to, and expects its Suppliers to endeavour to:

1. undertake heightened due diligence in relation to:
 - a. Conflict-affected areas (as defined as Conflict areas by the World Bank FCS list or an equivalent internationally recognised benchmark identified by the Partnership);
 - b. Highest risk areas i.e. countries or regions designated as having “No guarantee or rights due to the breakdown of the rule of law” (Rating 5+) by the ITUC Global Rights Index; and
 - c. any other areas identified by the Partnership, based on credible third-party intelligence, as presenting a severe risk to human rights; and
2. avoid any economic engagement that directly benefits the occupying power within territories designated as “occupied”¹ under international law.

¹ For the purposes of this policy, “occupied” refers to territories subject to relevant resolutions of the UN Security Council or General Assembly, or determinations by the International Court of Justice or International Criminal Court.

For the avoidance of doubt, the Partnership and its Suppliers may maintain trade in any of the above-mentioned areas, provided it is conducted in line with this policy (including the expectations around heightened due diligence) and complies with any applicable UK Government trade regulations or guidance. In occupied territories, this typically also means ensuring that the economic engagement benefits the local population and does not directly benefit an occupying power.

4. Due Diligence and Remediation

4.1. Our Approach

We utilise a risk-based and proportionate due diligence process to identify, mitigate, and seek to prevent adverse human rights impacts. This may include third-party audits, self-assessment data and human rights impact assessments in high-risk supply chains. We expect Suppliers to cooperate openly with these due diligence efforts and to provide transparency regarding their own due diligence processes. For supply chains for own label products, where we are able to have closer oversight, we apply monitoring and review measures that are proportionate to the identified risk. We require our Suppliers of branded products, Suppliers of services and indirect Suppliers to uphold materially equivalent standards and transparency to the standards set out in this policy.

4.2. Remediation

We are committed to enabling remedy where we have caused or contributed to impacts.

- Where a Supplier is directly linked to a human rights impact, the Supplier is responsible for providing remedy.
- Where we have sufficient leverage, we will seek to exercise it to monitor that appropriate remedial action is taken.

4.3. Responsible Disengagement

We are committed to working with Suppliers to improve standards. However, we reserve the right to responsibly terminate business relationships where we are unable

to carry out satisfactory due diligence, Suppliers are unwilling to engage in remediation or due diligence efforts, or where severe human rights risks cannot be effectively mitigated through reasonable and proportionate measures.