



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

Dear Kohl's Business Partner,

Welcome to Kohl's, Inc.! Your commitment to Kohl's Social, CTPAT and Sustainability Factory Compliance standards is key to a successful partnership with Kohl's. Kohl's Terms of Engagement was developed for our Business Partners to ensure all manufacturing facilities producing Kohl's merchandise operate in accordance with internationally accepted standards of conduct and applicable labor laws. As a Kohl's Business Partner, you have a responsibility to ensure each factory used in producing products for Kohl's fully complies with Kohl's Terms of Engagement.

Production of Kohl's private or exclusive branded products or goods where Kohl's is the importer of record cannot begin in a facility until an audit is conducted and notification from the Kohl's Factory Compliance team is received. Below outlines the auditing process for your factories:

- Kohl's third party monitor performs annual/initial factory visit.
- During the course of the monitoring visit, the Monitors will document deficiencies against Kohl's Terms of Engagement and the Laws of the Land.
- Upon completion of the monitoring visit, the Monitors will summarize and discuss each deficiency with facility management.
- A courtesy corrective action plan (CAP) will be prepared and signed off by both the monitor and facility management. The courtesy CAP includes a comment section to allow factory management to include additional information as needed.
- Kohl's corrective action plan (CAP) is issued indicating when production may begin. If egregious issues are identified, production cannot begin until a follow-up audit is performed and issues have been corrected.

Below outlines Business partner responsibilities:

- Fully comply with Kohl's Terms of Engagement
- Complete a Factory Evaluation Form for each new factory submitted to Kohl's
- Correct all deficiencies identified during the monitoring visit(s)
- Forward monitoring visit information to facility management responsible for deficiency remediation
- If additional new manufacturing facilities are needed, immediately communicate facility information to Kohl's Product Manager and Kohl's Factory Compliance team
- Notify Kohl's of any subcontractors and discuss Kohl's Terms of Engagement with each facility

The following are a list of Kohl's zero tolerance issues:

- Child labor
- Prison labor or forced labor
- Physical or sexual abuse
- Non-payment of wages
- Unauthorized subcontracting
- Transshipment or manipulation of Country of Origin and/or Customs category
- Attempted bribery
- Coached worker responses to social compliance monitor questions

Your commitment to maintaining Kohl's Social, CTPAT and Sustainability Factory Compliance standards is necessary to achieving Kohl's high compliance standards. If you have questions concerning Kohl's compliance program, please do not hesitate to contact me. Thank you in advance for your support and cooperation. We look forward to your partnership.

Sincerely,

Trina Cardwell
Director - Global Trade Compliance (LCB, CCS)
Kohl's, Inc.



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

CERTIFICATION OF COMPLIANCE WITH ALL LEGAL OBLIGATIONS

Kohl's, Inc. ("Kohl's") is committed to full compliance with all laws, regulations, standards, orders and rulings of all federal, state and local governments of all applicable countries, and all departments, boards, bureaus and commissions thereof (collectively "Laws"). As a condition of entering into any purchase order, contract or other contracting or subcontracting agreement with Kohl's, the undersigned Vendor and Vendor's contractors and subcontractors shall provide Kohl's with the Written Assurance below confirming full compliance with all Laws and compliance with Kohl's Terms of Engagement, receipt of which is hereby acknowledged.

Written Assurance

The undersigned Vendor warrants and certifies on behalf of itself and all of its contractors and subcontractors that all of the goods delivered to Kohl's, pursuant to any purchase order, contract or agreement issued by Kohl's ("Goods"), will be produced, processed, manufactured, tested, represented, described, packaged, labeled, tagged, packed, advertised, sold, invoiced and transported in full compliance with all existing Laws and in compliance with Kohl's Terms of Engagement. Vendor acknowledges that Kohl's will monitor Vendor's compliance with Kohl's Terms of Engagement at Vendor's cost and expense. Kohl's reserves the right to deduct unpaid factory monitoring charges from merchandise payments if Kohl's third party monitor does not receive Vendor's direct payment within 30 days of their invoice date.

The undersigned Vendor further warrants and certifies on behalf of itself and all of its contractors and subcontractors that the country of origin of all goods will be as listed on labels as required by Laws, and that no child, prison, or forced labor (as those terms are defined in Kohl's Terms of Engagement) has been or will be used by Vendor, its contractors or subcontractors.

In performing any activities on behalf of or related to Kohl's, Vendor will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of a customer, or any government official (which includes any employee or official of any governmental authority, government owned or controlled entity, public international organization, or political party or any candidate for political office) for the purpose of improperly influencing their acts or decisions or to improperly obtain a business benefit. Vendor will take appropriate actions to ensure that any person representing or acting under Vendor's instruction or control ("Vendor's Business Representatives") also will comply with this paragraph. Neither Vendor, nor to Vendor's knowledge, Vendor's Business Representatives, have violated any anti-corruption Laws in performing any activities on behalf of or related to Kohl's. Kohl's will not be required to take any action or make any payments that Kohl's believes, in good faith, would cause it or its affiliated companies to be in violation of anti-corruption Laws.

Vendor agrees to deliver to Kohl's a complete and accurate Written Assurance within 24 hours of Kohl's request with respect to any Goods. In addition, Vendor agrees that any violations of Laws shall be a material breach by Vendor of any purchase order issued by Kohl's and that Kohl's may withhold and offset any amounts which may become payable to Vendor by Kohl's as a result of breach of Vendor's Written Assurance.

Legal Operating Name of Vendor ("Vendor") (Please Print)

Vendor's Authorized Representative (Please Print) Title

Signature of Vendor's Authorized Representative Date

DOMESTIC & IOR VENDOR IMPORT CONTACT INFORMATION FORM

Please complete this form and return with the signed Certificate of Compliance.
Please note that if a contact person is listed on this form, that person will be the only person contacted regarding all compliance issues pertinent to your organization. If this section is left blank, the Principal will be the only contact.
Please print all information.

Company Name: _____
Street Address/Office: _____
City: _____ State/Providence: _____
Zip Code: _____ Country: _____

Principal Name: _____
Title: _____
Phone: _____
Fax: _____
Email Address: _____

Compliance Contact: _____
Title: _____
Street Address: _____
City: _____ State/Providence: _____
Zip Code: _____ Country: _____
Phone: _____
Fax: _____
Email Address: _____

Billing Contact: _____
Title: _____
Street Address: _____
City: _____ State/Providence: _____
Zip Code: _____ Country: _____
Phone: _____
Fax: _____
Email Address: _____

KOHL'S

N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

FACTORY COMPLIANCE

factory.compliance@kohls.com

NEW VENDOR MANUAL

Vendors Producing Private Label, Exclusive Brand, or where Kohl's is the Importer of Record



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

Table of Content

CoC and DI Contact Form	3
Cotton Compliance Form.....	4
W-9 Form	5
Factory Evaluation Form (FE)	6
Factory Compliance Department – Violation Overview.....	8
CTPAT Security Criteria Policy.....	9
Frequently Asked Questions	10
Terms and Abbreviations	13
Minimum Security Criteria and Best Practices for Factories	14

This guide was created to be used as a reference tool and to address any questions that may surface regarding documents during the factory submission process. If you have any questions that have not been addressed, please do not hesitate to contact Factory.Compliance@Kohls.com. Thank you in advance for your cooperation.

- **Factory Compliance Team**



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

COC AND DI CONTACT FORM

CoC and DI Contact Form Data Requirements:

1. The Legal Operating Name of Vendor and Company name must match on all forms (including spelling, punctuation, and abbreviations).
2. The Vendor's Authorized Representative and Principal must be the same person listed on all forms.
3. Only 1 Compliance contact may be designated. If you would like multiple contacts, please set up an email account that more than one person can have access to.
4. The Compliance contact must work in Compliance.
5. The Billing contact must work in the Financial Department.
6. Factory or compliance information will not be shared with anyone other than the Principal or Compliance contacts.
7. "Divisions of" or "DBA" are not acceptable as part of the company name.

DOMESTIC & IOR VENDOR IMPORT CONTACT INFORMATION FORM

Please complete this form and return with the signed Certificate of Compliance. Please note that if a contact person is listed on this form, that person will be the only person contacted regarding all compliance issues pertinent to your organization. If this section is left blank, the Principal will be the only contact.

Please print all information.

1

Company Name: _____

Street Address/Office: _____

City: _____ State/Province: _____

Zip Code: _____ Country: _____

2

Principal Name: _____

Title: _____

Phone: _____

Fax: _____

Email Address: _____

3

Compliance Contact: _____

Title: _____

Street Address: _____

City: _____ State/Province: _____

Zip Code: _____ Country: _____

Phone: _____

Fax: _____

Email Address: _____

5

Billing Contact: _____

Title: _____

Street Address: _____

City: _____ State/Province: _____

Zip Code: _____ Country: _____

Phone: _____

Fax: _____

Email Address: _____

Vendor ID: _____



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

CERTIFICATION OF COMPLIANCE WITH ALL LEGAL OBLIGATIONS

Kohl's, Inc. ("Kohl's") is committed to full compliance with all laws, regulations, standards, orders and rulings of all federal, state and local governments of all applicable countries, and all departments, boards, bureaus and commissions thereof (collectively "Laws"). As a condition of entering into any purchase order, contract or other contracting or subcontracting agreement with Kohl's, the undersigned Vendor and Vendor's contractors and subcontractors shall provide Kohl's with the Written Assurance below confirming full compliance with all Laws and compliance with Kohl's Terms of Engagement, receipt of which is hereby acknowledged.

Written Assurance

The undersigned Vendor warrants and certifies on behalf of itself and all of its contractors and subcontractors that all of the goods delivered to Kohl's, pursuant to any purchase order, contract or agreement issued by Kohl's ("Goods"), will be produced, processed, manufactured, tested, represented, described, packaged, labeled, tagged, packed, advertised, sold, invoiced and transported in full compliance with all existing Laws and in compliance with Kohl's Terms of Engagement. Vendor acknowledges that Kohl's will monitor Vendor's compliance with Kohl's Terms of Engagement at Vendor's cost and expense. Kohl's reserves the right to deduct unpaid factory monitoring charges from merchandise payments if Kohl's third party monitor does not receive Vendor's direct payment within 30 days of their invoice date.

The undersigned Vendor further warrants and certifies on behalf of itself and all of its contractors and subcontractors that the country of origin of all goods will be as listed on labels as required by Laws, and that no child, prison, or forced labor (as those terms are defined in Kohl's Terms of Engagement) has been or will be used by Vendor, its contractors or subcontractors.

In performing any activities on behalf of or related to Kohl's, Vendor will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of a customer, or any government official (which includes any employee or official of any governmental authority, government owned or controlled entity, public international organization, or political party or any candidate for political office) for the purpose of improperly influencing their acts or decisions or to improperly obtain a business benefit. Vendor will take appropriate actions to ensure that any person representing or acting under Vendor's instruction or control ("Vendor's Business Representatives") also will comply with this paragraph. Neither Vendor, nor to Vendor's knowledge, Vendor's Business Representatives, have violated any anti-corruption Laws in performing any activities on behalf of or related to Kohl's. Kohl's will not be required to take any action or make any payments that Kohl's believes, in good faith, would cause it or its affiliated companies to be in violation of anti-corruption Laws.

1

to deliver to Kohl's a complete and accurate Written Assurance within 24 hours of Kohl's request with respect to addition, Vendor agrees that any violations of Laws shall be a material breach by Vendor of any purchase order and that Kohl's may withhold and offset any amounts which may become payable to Vendor by Kohl's as a condition of Vendor's Written Assurance.

2

Legal Operating Name of Vendor ("Vendor") (Please Print) _____

Vendor's Authorized Representative (Please Print) _____ Title _____

Signature of Vendor's Authorized Representative _____ Date _____

Everyday style for what every day brings

2.23.2024

Updated forms should be submitted when:

- Company name is changed or updated
- There is a new Principal, Compliance, or Billing contact
- Address, phone number, email, etc. has changed for any contacts



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

COTTON COMPLIANCE FORM

The Cotton Compliance Form must be filled out and signed by the Principal of your company.

KOHL'S
N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

KOHL'S COTTON COMPLIANCE FORM

Kohl's, Inc. is committed to the highest standards of behavior and performance issues of social responsibility. Our commitment includes an obligation to ensure that products sold in our stores are produced in a legal and ethical manner. Through our Terms of Engagement, we hold all of our Vendor Partners to these same high standards. Our Terms focus on compliance with local labor laws, safe working conditions and spell out Kohl's expectations to our Vendor Partners regarding wages, child labor, forced labor, health and safety issues, respecting the rights of workers to free association and more.

Consistent with our commitment to social responsibility, Kohl's does not knowingly carry products that use cotton originating from any country that condones the use of child and / or forced labor. Kohl's does not source any Private or Exclusive Brand products from Uzbekistan and, to the best of our knowledge, cotton from Uzbekistan is not used in goods produced for Kohl's in other countries. Until we are convinced that forced child labor is not being used to produce cotton in Uzbekistan, Kohl's specifically prohibits the use of Uzbekistan cotton in the manufacture of merchandise intended for sale in our stores.

As a valued vendor to Kohl's, we request that you will fully comply and clearly communicate this policy to your supply chain partners involved in supplying raw materials for use in our Private and Exclusive Branded products.

We request that you reply on the form attached indicating that you understand this policy and intend to comply in full.

If you have any questions whatsoever in regard to this policy, please do not hesitate in contacting me directly.

Thank you for your continuing support and partnership.

Regards,
Trina Cardwell
Director - Global Trade Compliance (LCB, CCS)

I have read Kohl's policy concerning the use of cotton originating from any country that condones the use of child and/or forced labor, and specifically prohibiting the use of Uzbekistan cotton. I understand the policy and certify that my company is in full compliance, and will continue to be in compliance going forward.

Legal Operating Name of Vendor ("Vendor") (Please Print)

Vendor's Authorized Representative (Please Print)

Signature of Vendor's Authorized Representative

Date

Everyday style for what every day brings 2.23.2024



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

W-9 FORM

The W-9 Form, or Request for Taxpayer Identification Number and Certification, is used by Kohl's A/P department for tax purposes.

<p>Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																																													
<p>Print or type See Specific instructions on page 2.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>																																														
	<p>2 Business name/disregarded entity name, if different from above</p>																																														
	<p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</p> <p><input type="checkbox"/> Individual/solo proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____</p> <p>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>																																														
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the U.S.)</p>																																														
	<p>5 Address (number, street, and apt. or suite no.)</p>	<p>Requester's name and address (optional)</p>																																													
	<p>6 City, state, and ZIP code</p>																																														
	<p>7 List account number(s) here (optional)</p>																																														
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p>Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</p>																																															
<table border="1" style="width: 100%;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table>			Social security number																		or									Employer identification number																	
Social security number																																															
or																																															
Employer identification number																																															
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.</p>																																															
<p>Sign Here Signature of U.S. person ▶ _____ Date ▶ _____</p>																																															
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/efed.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.</p> <p>By signing the filled-out form, you:</p> <ol style="list-style-type: none"> 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on 																																															



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

FACTORY EVALUATION FORM (FE)

The FE must be completed for any new factory that is needed to be added to a Vendor's matrix. The entire form must be filled out including the top portion. All questions should be answered; however, if something does not apply, this should be indicated as such. This form can be found on K-Link: Resources→Global Trade Compliance→Factory Compliance→Social Compliance.



Product Information	
PD Product Manager	
Merchant Buyer	
Department #	
Season	
Agent Type	
Category	
Commodity (product type)	
Brand Name	

Vendor Name: _____

Vendor Entity ID: _____

Factory Information	
Business License Name	
Street Address	
City	
State/Province	
Zip Code	
Country	
Contact Name	
Contact Title	
Phone Number	
E-mail Address	
Coordinates (decimal format)	Latitude: _____ Longitude: _____
SCAN ID	
HIGG ID	
ZDHC ID	

Factory Compliance

- Does the vendor own 100% of the facility? Yes _____ No _____
- What is the age of the youngest employee in the facility? _____
- Are all employees paid minimum wage or greater for normal working hours? Yes _____ No _____
- Are all employees paid the required legal premium overtime rate? Yes _____ No _____
- Is all overtime work performed on a voluntary basis? Yes _____ No _____
- Are the employees paid on time per the legal requirement? Yes _____ No _____
- Do all the employees have valid work permits if required by law? Yes _____ No _____
- Are the employees in the facility working more than 60 hours per week (including overtime)? Yes _____ No _____
- Are all working hours documented by an automated system? Yes _____ No _____
- Does the employer require employees to surrender original identification documents and the original documents are held by the employer and are not returned to the employee? Yes _____ No _____



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

- 11. Does the number of fire extinguishers provided in each area meet the legal requirement? Yes _____ No _____
- 12. Are all emergency exits unlocked and unobstructed? Yes _____ No _____
- 13. Are any of the facility's emergency exits inward, sliding, or rolling doors? Yes _____ No _____
If yes, is there a permanent locking device holding the door open during working hours? Yes _____ No _____
- 14. Does the facility have at least 2 emergency exits on each floor at opposite sides of the facility? Yes _____ No _____
- 15. Are all aisles and exit routes clear of obstruction? Yes _____ No _____
- 16. Are there any exposed electrical wiring, uncovered electrical boxes, or any other unsafe or hazardous conditions? Yes _____ No _____
If yes, please explain: _____
- 17. Does the facility provide a dormitory for the employees? Yes _____ No _____
- 18. Does the dormitory have at least 2 exits on each floor at opposite ends of the building? Yes _____ No _____
- 19. Are all emergency exits in the dormitory unlocked and unobstructed? Yes _____ No _____
- 20. Does the number of fire extinguishers provided on each floor meet the legal requirement? Yes _____ No _____

CTPAT

- 1. Is Kohl's or the Vendor the Importer of Record (IOR) for all exported goods? _____
If Kohl's will be the IOR, please submit the most recent security audit (ie. SCAN audit along with the Factory Evaluation).
- 2. Does the facility ensure that business partners develop security processes and procedures consistent with CTPAT criteria? Yes _____ No _____
- 3. Does the business partner screening process take into account whether a partner is a CTPAT Member or a member in an approved Authorized Economic Operator (AEO) program with a Mutual Recognition Arrangement (MRA) with the United States (or an approved MRA)? Yes _____ No _____
- 4. Is evidence of the CTPAT certification obtained and are business partners continuously monitored to ensure they maintain their CTPAT certification? Yes _____ No _____
- 5. Does your facility have a designated official responsible for CTPAT compliance? Yes _____ No _____
- 6. Do factory employees receive CTPAT orientation training at the time of hiring and annual CTPAT training? Yes _____ No _____
- 7. Are annual background checks performed on factory employees who have access to secure areas? Yes _____ No _____
- 8. Does your factory premises have a well-maintained outside wall/fence? Yes _____ No _____
- 9. Are the parking areas within your factory facility for cargo receiving and cargo loading separated from the parking areas for private vehicles? Yes _____ No _____
- 10. Are the loading and unloading areas physically separated by well maintained fence or wall with signage warning access is prohibited to authorized personnel only? Yes _____ No _____
- 11. Is there a separate finished goods storage area? If so, is the finished goods area secured by a well maintained fence or wall with signage warning access is prohibited to authorized personnel only? Yes _____ No _____
- 12. Is there controlled access to the finished goods location through unique ID badges and a log of authorized personnel? Yes _____ No _____
- 13. Are only authorized employees allowed in the packing, cargo handling, and storage areas for the performance of their duties? Yes _____ No _____
- 14. Does the facility have Closed Circuit Televisions (CCTV's)? If so, do the CCTV's capture the following areas: Entrances, exits, finished goods area, loading / unloading areas, and the arrival / departure of containers? Yes _____ No _____
- 15. Are the CCTV's monitored continuously by security personnel? Yes _____ No _____
- 16. Are the CCTV's tapes maintained for 45 days? Yes _____ No _____
- 17. Does the lighting outside your factory sufficiently illuminate all parking areas, including containers, private vehicles and loading area? Yes _____ No _____
- 18. Does your factory or factory building employ or hire security guards? Yes _____ No _____
- 19. Are all visitors and vendors (including drivers) verified with valid photo ID before being allowed entry into the facility? Yes _____ No _____
- 20. Are records of 7-point inspections for incoming containers maintained for each shipment? Yes _____ No _____

Production

- 1. Does the factory conduct a pre-production meeting? Yes _____ No _____
- 2. What AQL is used for in-line inspection: _____ Final Inspection: _____
- 3. Does the factory inspect raw materials? Yes _____ No _____
What percentage of received raw materials is inspected? (Sweaters excluded) _____
- 4. What is the maximum cutting height? (Fabric Only) _____ inches
- 5. Does your company conduct a final quality audit on packed product? Yes _____ No _____
If yes, what AQL is used? _____

****If the commodity being produced is Apparel, the "Apparel" tab must be completed****

****If the commodity being produced is Accessories or Jewelry, the "Accessories & Jewelry" tab must be completed****

****If the commodity being produced is Footwear, the "Footwear" tab must be completed****

****If only producing National Branded Business / Importer of Record, the additional tabs do not need to be completed****

FACTORY COMPLIANCE DEPARTMENT – VIOLATION OVERVIEW

MISSION: ENSURE RESPONSIBLE SOURCING

To ensure factories that produce private brands, exclusive brands, or goods where Kohl's is the importer of record are compliant with Kohl's Terms of Engagement and the laws of the country where the factory is located.

RISK-BASED METHODOLOGY

On-site factory visits are performed to monitor compliance with Kohl's Terms of Engagement and national laws. Initial factory monitoring visits are scheduled "announced" or "unannounced" based upon risk.



VENDOR/FACTORY APPROVAL PROCESS

- A Vendor Principal must sign Certificate of Compliance and submit with Contact Form and Cotton Compliance Form
- A Vendor completed Factory Evaluation for each factory must be submitted to factory.compliance@kohls.com
- Factory Compliance and Product Sourcing approval is required prior to Purchase Order issuance and placement of production

FACTORY MONITORING PROCESS

- Factories are monitored on an annual basis
- Follow-up visits are conducted until all violations have been rectified or the factory is made Not Authorized (NA) to produce for Kohl's. Generally, an audit cycle will include a maximum of three monitoring visits
- Subcontractors are treated the same as the main factory and carry equal risk

ZERO TOLERANCE VIOLATIONS

The following will result in immediate termination of our relationship with the factory, and merchandise produced under such conditions will not be accepted:

- Child labor
- Prison labor, forced labor, slavery, or human trafficking
- Physical or sexual abuse
- Unauthorized subcontracting
- Attempted bribery of Factory Compliance or quality assurance monitors
- Transshipment or altering country of origin markings
- Nonpayment of wages

EGREGIOUS VIOLATIONS

- Minimum wage issues, incorrect payment of wages
- Missing / incomplete documentation (depending on violation)
- Manual Time Records
- Working over 18 hours per day
- Withholding of identification / passports
- Locked exits / blocked exits
- Rolling / sliding / inward opening doors without locking devices
- Exposed wires
- Dormitory attached to Production Area

MAJOR DEFICIENCY VIOLATIONS

- Social insurance violations
- Excessive overtime or working over 60 hours per week or 7 + consecutive days
- Missing / broken signs, emergency lighting or missing / broken firefighting equipment
- Dormitory attached to Warehouse



CTPAT SECURITY CRITERIA POLICY

Kohl's, Inc. is committed to the highest standards of quality and integrity in its products and operations. This commitment includes the security of products produced in foreign countries and imported into the U.S. for sale in our stores. In a world where terrorist acts occur, Kohl's recognizes the need to further protect its product from potential acts of terrorism, and human or drug trafficking, throughout the international supply chain. The U.S. Customs and Border Protection's Customs-Trade Partnership Against Terrorism (CTPAT) program, with security guidelines for each segment of the international supply chain, provides the vehicle for ensuring Kohl's product integrity and the welfare of U.S. citizens.

Kohl's is a CTPAT Tier III member, and as such, Kohl's expects that all business partners take the necessary steps to implement CTPAT security criteria, and promote best practices, into business processes.

CTPAT security criteria include processes and procedure to ensure:

- Container and Trailer Security
- Physical Security
- Physical Access Controls
- Procedural Security
- Personnel Security
- Information Technology Security
- Education and Training Awareness
- Business Partner Awareness
- Cyber Security
- Agricultural Security

Kohl's *Terms of Engagement for Kohl's Business Partners* and the *Merchandise Purchase Order Terms and Conditions* each expressly define the expectation of Business Partners to commitment to full compliance with CTPAT security criteria. Additionally, Kohl's provides the *Minimum Security Criteria and Best Practices for Factories* as guidance to factories in facilitating a qualifying supply chain security program. Vendors and Factories need to demonstrate commitment to this policy during onsite verification visits from Kohl's and third party monitors. Failure to commit to CTPAT compliance will put production authorization at risk, and as such, vendors and factories must be treat CTPAT compliance as a business priority.

FREQUENTLY ASKED QUESTIONS

1. Does my factory need to be monitored for Kohl's?

We only need to monitor factories that are producing goods that are private or exclusive labels or where Kohl's is the importer of record, regardless of where the factory is located. If the goods are national brand but have specific styles that are exclusive to Kohl's, the factory producing those styles would need to be monitored. For these instances, please reach out to our team (factory.compliance@kohls.com).

2. factory.compliance@kohls.com vs scm@kohls.com email addresses:

factory.compliance@kohls.com: This email box is primarily used for Domestic Vendors that produce Private Label, Exclusive Brand, or where Kohl's is the Importer of Record, to submit paperwork. The paperwork may include: Factory Evaluation (FE), security audit for factories where Kohl's is the Importer of Record, revised Certificate of Compliance, and revised Domestic Import Contact Form. In addition to paperwork, Vendors or Internal / External Business Partners can ask questions regarding the Vendor or factory set-up processes. Vendors can submit a factory inactivation, factory matrix request, and inquire about factory monitoring information. Emails sent to factory.compliance@kohls.com will be responded to within 3 business days.

scm@kohls.com: This email box is primarily used for Vendor and Factory questions related to the BSI system. The BSI system is Kohl's vehicle for delivering social compliance and security audit results to the factories and vendors. Questions include: account setup, login information, password reset, access and how to complete Corrective and Preventive Actions (CAPA's), security audit, and BSI system issues. Emails sent to scm@kohls.com will be responded to within 2 business days.

3. I'm on K-Link but can't locate the Factory Compliance Forms?

Once you are logged into K-link, click on "Resources" and then "Factory Compliance" and the "Social Compliance." All of our forms are listed there.

4. How to add a factory to your matrix:

To add a factory to your matrix, you will need to submit the Factory Evaluation (FE) to factory.compliance@kohls.com.

5. I have a factory that is already active for Kohl's. Can I start production?

No, you need to fill out a Factory Evaluation and submit to factory.compliance@kohls.com for each factory you would like added, regardless of the factory's current status with Kohl's.

6. My FE was approved, when will it be audited?

Our 3rd party monitors will contact the factory and schedule a visit within approximately 45 days of FE approval. If there is an urgent business need, a fast track could be requested by your Product Manager, which will allow the monitors to audit the factory in approximately 2 weeks. Please see question 11 below for more information on the fast track process.

7. My FE has been rejected. Now what?

Depending on the reason for rejection, the issues may be corrected. factory.compliance@kohls.com will advise on what steps to take.

8. I'm a new Vendor, when will I receive my Vendor entity ID number?

Vendors are not added to our database until the Vendor has an approved FE for a factory. At that time, the entity ID will be assigned.



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

9. How often do I need to submit the FE form?

This form only needs to be submitted when presenting it to be added to your matrix.

10. How long does the approval process take?

Until the FE is approved, the timeline is dependent on the Vendor (Were complete forms submitted? Was additional documentation required?). Once the FE is approved and the factory is added to our systems, a visit will be conducted in approximately 45 days to determine if production can begin (if for a new factory). If egregious issues are found, this will delay the production start time another 45 days at a minimum. If it is an existing and active factory, you will be notified about production starting via email when the FE is approved.

11. What is the fast track process?

Fast track visits are expedited initial monitoring visits conducted at a factory to determine the factory's ability to produce private label, exclusive brand or goods where Kohl's is the Importer of Record. Generally, these are required because a Product Team / Vendor needs to start production in a short amount of time due to an unforeseen circumstance. Fast track visits should be used sparingly and are not a substitution to our normal monitoring procedures.

The audits are conducted within approximately 2 weeks' time. Due to the shortened time frame, all fast track audits are conducted unannounced and are double the cost of a traditional initial / annual visit (see question 12 for more information regarding costs).

To request a fast track visit, the Product Manager must make the request to the Factory Compliance Department after the FE has been approved. Please note that there is no expedited process for reviewing or approving new vendor or new factory paperwork submitted through factory.compliance@kohls.com.

12. What is the cost of a monitoring visit?

Initial / annual monitoring audits generally cost \$900-\$1,800, which is not including out of pocket expenses (airfare, lodging, meals, etc.). Follow-up audits are approximately 60% of the initial cost. This cost depends on the location and size of the factory, among other reasons. If there are multiple vendors in a factory, they will split the costs.

13. When will the follow-up audit take place?

If a follow-up audit is required for a particular factory, the email sent to the Vendor / factory will indicate the approximate time frame of when the monitors will return.

14. Can we expedite follow-up audits / can follow-up audits be canceled?

Follow-ups cannot be expedited. Follow-ups will only be canceled if the factory was given the opportunity to provide documentation showing compliance. This will be specifically indicated in the email that is sent to the Vendor / Factory.

15. I would like an updated factory matrix. Where can I find this?

The Factory Compliance Department will be able to send you this information. Please reach out to factory.compliance@kohls.com and a member of the team will be able to provide you with a factory matrix.

16. How to make a factory inactive:

The below must be submitted by the Compliance contact on record.

A factory inactivation request may only be submitted when:

- The factory has completed the monitoring process at least once and is not currently in the monitoring process;
- All products for Kohl's have been shipped from the factory.

If you wish to make this factory inactive at this time, please complete the below fields and submit to factory.compliance@kohls.com

Factory Name:

Entity ID:



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

Last x-factory date:

Reason for inactivation:

The period of factory inactivation is a minimum of 12 months. If you wish to reactivate a factory, it will be treated as a new factory and all necessary paperwork must be submitted to factory.compliance@kohls.com.

17. My factory is moving, what do I do next?

Please submit answers to the following questions to factory.compliance@kohls.com, which will assist us in determining the next course of action for the factory:

- What is the new address and contact information?
- Are the employees, management, and books (records) all remaining the same?
- When will the old factory officially close?
- When will the new factory officially open?
- Lastly, while the factory is in the process of moving, will production continue to run at the old factory until the move is completed?

18. How to submit a factory that is currently Not Authorized:

Please note that when a factory is made not authorized, this is generally a permanent status as the Vendor and factory were given ample opportunity to show remediation and compliance. With that said, there are occasions when a factory can be re-presented. Resubmission of a factory would not mean that it could be used for production, only that the process would begin to reconsider potential future use of the factory. The potential resubmission of any factory will be evaluated by Kohl's based upon the issues that caused the factory to be made 'not authorized' and a review of how much time has passed since the factory last shipped to Kohl's. For this factory, they will not be able to be presented again until 1-3 year(s) after the factory was made not authorized to produce. If this amount of time has passed, you will need to do the following: First, you will need to provide a CAP outlining all issues, how they were remediated and when, in addition it must address how they will sustain this compliance. Second, the factory may need to attend a third party seminar on wages and benefits. Lastly, the FE form will need to be submitted to factory.compliance@kohls.com. The factory would need to be deemed compliant with Kohl's Terms of Engagement and local law by our third party monitor prior to the placement of any future production in a factory that was previously in 'not authorized' status.



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

TERMS AND ABBREVIATIONS

Branded Business: Any products that are under the Vendor's own label (i.e. Nike, Levi's Jeans, KitchenAid, etc.)

Certificate of Compliance (CoC): The Vendor's written assurance of full compliance with all laws and Kohl's Terms of Engagement.

Corrective Action Plan (CAP): A plan to include each deficiency found at the monitoring visit, how it will be rectified and when.

Cotton Compliance Form: This form is a legal binding document to ensure that cotton is not sourced from Uzbekistan.

DI Vendor Contact Form (DI Contact Form): A form that provides Kohl's with the Parent Company's Principal, Compliance, and Billing contact information.

Domestic Import Vendors: U.S. based Vendor with factories in the U.S. and / or overseas who put our label on the product where Kohl's is the importer of record.

Exclusive Brand: A brand that Kohl's bought the right to sell; the brand is only available at Kohl's (Candies, Simply Vera Vera Wang, Food Network, etc.)

FOB: Free on Board or Port of Export: For Kohl's this is the port where goods are leaving from.

FTY: Factory

Factory Evaluation (FE): A form completed by the Vendor. This is a series of questions which will help the Sourcing and Factory Compliance teams determine if a factory meets Kohl's requirements and is acceptable to add to our system for monitoring.

Importer of Record: Individual or firm liable for payment of all import duties and meeting all statutory and regulatory requirements incurred as a result of importation.

Inactive Factory: Factory is inactive and at this time may not be utilized for Kohl's private label, exclusive brand, or merchandise of which Kohl's is the importer of record.

KCK: Kohl's Cares for Kids

New Vendor: A company that has not previously been set up in our Factory Compliance systems; must be approved by Sourcing.

Not Authorized Factory: The factory cannot produce Kohl's private label, nation brand, exclusive brand, or goods where Kohl's is the importer of record for any Vendor.

PM: Product Manager

Private Brand / Private Label: Kohl's own label (So, Croft & Barrow, Apt. 9, Urban Pipeline, Home Classics, etc.)

TBD: To Be Determined

Terms of Engagement (ToE): Standards to which Vendors and factories are held accountable.



Minimum Security Criteria and Best Practices for Factories

Kohl's, Inc. is a Tier III member of the Customs Trade Partnership Against Terrorism (CTPAT) program. Membership at the Tier III level provides significant benefits to Kohl's in the form of Supply Chain Predictability. To maintain membership at Tier III, Kohl's and its business partners, must continually look for opportunities to exceed CTPAT criteria.

Factories approved for production of Kohl's Private and Exclusive brands are integral to Kohl's maintaining CTPAT membership. As such, Kohl's expects that all factories implement and maintain a CTPAT program that is in compliance with CTPAT program criteria.

Below are twelve CTPAT minimum security criteria. This should serve as a guideline for development of a CTPAT compliant program. All factories will be evaluated by Kohl's or a third party to ensure compliance with these criteria.

The below Best Practices are provided as a guide for factories to implement processes that exceed the minimum criteria. The Best Practices listed are suggestions for each criterion; however, each factory should evaluate their operations and implement best practices that are manageable, documented and that can be validated.

1) Security Vision and Responsibility

Instilling security as an integral part of a company's culture and ensuring that it is a companywide priority is in large part the responsibility of the company's leadership.

Minimum Security Criteria	Best Practices
<ul style="list-style-type: none"> • Factory security policies must include a review component. • The companies' point of contact (POC) must be knowledgeable in CTPAT program requirements. 	<ul style="list-style-type: none"> • Review process does not need to be complex. • CTPAT expects the designated POC to be proactive and responsive to their Supply Chain Security Specialist

2) Risk Assessment

Factory must have a process in place to assess risk throughout the supply chain including business process and operations, business partners and shipping/export processes.

Minimum Security Criteria	Best Practices
---------------------------	----------------

<ul style="list-style-type: none"> • Factory has an established Risk Assessment procedure to identify: Terrorism, smuggling, human and drug trafficking, organized crime and internal conspiracy. • Documented process for how Risk Assessment is conducted. • Risk Assessments and Corrective Actions are documented. 	<ul style="list-style-type: none"> • Implemented “5 Step Risk Assessment” • Factory utilizes a computer software risk-based assessment tool. • Factory or Vendor employee is assigned to managing the Risk Assessment process.
---	---

3) Business Partner Security

All factories producing goods for Kohl’s must have written and verifiable processes for the selection of business partners including, carriers, suppliers, and service providers.

Minimum Security Criteria	Best Practices
<ul style="list-style-type: none"> • Documented procedure for selecting Business Partners that considers the partner’s security controls, financial stability and corporate history. <ul style="list-style-type: none"> ○ Must be reviewed by management prior to contract confirmation. • Factories must ensure that business partners develop security processes and procedures consistent with CTPAT security criteria. • Require business partners to provide written/electronic confirmation that they understand and are meeting CTPAT security criteria (e.g., contractual obligations; letter from senior business partner; written statement confirming compliance with CTPAT security criteria). • Factories must have contracts with business partners that include CTPAT criteria. 	<ul style="list-style-type: none"> • Perform periodic audits of business partners commitment to CTPAT security criteria <ul style="list-style-type: none"> ○ Require Corrective Action Plans (CAPs) and follow up to ensure compliance. • Provide CTPAT Security Criteria training and expectations to business partners. <ul style="list-style-type: none"> ○ Log training activities • Factory communicates Security Policies to Business Partners (letters, brochures, email broadcasts, web site, etc.) • Verify potential Business Partners company business address and how long they have been at that address; check references; request credit report and conduct research on the internet both on the company and its principals.

4) Cybersecurity

With increased connectivity to the internet comes the risk of a breach of a company’s information systems. This threat pertains to businesses of all types and sizes. Measures to secure a company’s IT and data are of paramount importance and the listed criteria provide a foundation for an overall cybersecurity program.

Minimum Security Criteria	Best Practices
<ul style="list-style-type: none"> Facilities must have comprehensive written cybersecurity policies and/or procedures to protect IT systems as applicable. Facilities using network systems must regularly test the security of their IT infrastructure. Cybersecurity policies must be reviewed annually. User access must be restricted based on job description or assigned duties. Computer and network access must be removed upon employee separation. 	<ul style="list-style-type: none"> Facilities are encouraged to follow cybersecurity protocols that are based on recognized industry standards. This can be done by scheduling vulnerability scans. There are many free and commercial versions of vulnerability scanners available. Following the review, policies and procedures should be updated in necessary.

5) Conveyance and Instruments of International Traffic Security

Factories must ensure that container and trailer integrity is maintained to protect against the introduction of contraband, unauthorized materials, pest contaminants, plant material and/or persons.

Minimum Security Criteria	Best Practices
<p><u>Containers and Trailers</u></p> <ul style="list-style-type: none"> Only closed-end trucks and shipping containers are used for transporting goods. Factory must ensure secure container storage (empty and full) to prevent unauthorized access and/or manipulation. Perform and document the 7-point container inspection to verify physical integrity of the container structure prior to stuffing including verifying there are no pest contaminants, plant material or mold. Written procedure including the inspection, control and storage of containers. LCL/CFS shipments must be transported directly to the CFS in a closed box truck. LCL trucks are sealed through to the CFS. Loading of containers is captured on CCTV. FCL shipment move directly to Port. 	<p><u>Containers and Trailers</u></p> <ul style="list-style-type: none"> Utilize laser measuring devices to detect false walls, compartments and hidden contraband. Photograph loaded container including digital images of container with seal. These photos are maintained in the shipping records. Empty containers are sealed at all times. Intrusion alarms are used to notify security or factory personnel of container tampering. Use tamper-indicative security labels attached to or covering doors and hinges on containers. Container/trailer loading is monitored by more than one person including security or a supervisor/manager Multiple seals or security devices are used on each container/trailer.

6) Seal Security

The sealing of trailers and containers to attain continuous seal integrity continues to be a crucial element of a secure supply chain.

Minimum Security Criteria	Best Practices
<p><u>High Security Seals</u></p> <ul style="list-style-type: none"> • High security container seals must be used (meet or exceed PAS ISO 17712:2013). • Seal verification includes VVTT procedure. • Procedure must include recognizing and reporting compromised seals. • Unused container seals kept in a secure place. • Outbound container contents are manifested and seal numbers are recorded. • Written procedure must include the use, control, storage and log of all seals. 	<p><u>High Security Seals</u></p> <ul style="list-style-type: none"> • Incorporate additional tamper-indicative security labels covering hinges and/or the two doors of the container. • Incorporate additional bolt seals or cast iron J-bar devices to the locking bar that requires a specialized tool for removal.

7) Procedural Security

Procedural Security encompasses many aspects of the import-export process, documentation and cargo storage and handling requirements.

Minimum Security Criteria	Best Practices
<ul style="list-style-type: none"> • When cargo is staged overnight or for an extended period of time, measures must be taken to secure the cargo from unauthorized access. • Cargo staging areas and the immediate surrounding areas must be inspected on a regular basis to ensure these areas remain free of visible pest contamination. • Facilities must have written procedures for reporting an incident, which includes a description of the facility's internal escalation process. 	<ul style="list-style-type: none"> • Preventative pest control methods such as baits, traps or other barriers can be used as necessary. Removal of weeds or reduction of vegetation is also suggested. • Internal problems such as theft, fraud and internal conspiracies may be reported more readily if the reporting party knows the concern may be reported anonymously.

8) Agricultural Security

Agriculture is an industry threatened by the introduction of foreign animal and plant contaminants such as soil, seeds, plant and animal material with may harbor invasive and destructive pests and diseases.

Minimum Security Criteria	Best Practices
<ul style="list-style-type: none"> Facilities must have written procedures designed to prevent visible pest contamination to include Wood Packaging Materials. Visible pest prevention measures must be adhered to throughout the supply chain. 	<ul style="list-style-type: none"> When completing the 7 point inspection before filling the trailer or container, facilities should also be checking the corners, walls, floor and ceiling for insects, nests, webs, dirt, plant material or mold.

9) Physical Access Controls

Factories must have procedures and controls in place that prevent unauthorized entry to the factory and that manage access of employees and visitors to controlled areas within the factory.

Minimum Security Criteria	Best Practices
<p><u>Visitors:</u></p> <ul style="list-style-type: none"> Photo ID required for all visitors upon arrival Visitor log maintained All visitors are provided a visitor badge All visitors are escorted by factory employee <p><u>Employees:</u></p> <ul style="list-style-type: none"> All employees are issued ID badges and must be required to be visible at all times. Documented procedures for the issuance, removal and changing of access devices (i.e. ID Badges, keys, etc.). Procedures in place to identify, challenge and address unauthorized/unidentified personnel. Photos of authorized employees are posted in restricted areas. Procedures must be in place to restrict access to packing, finished goods and shipping areas. 	<p><u>Visitors:</u></p> <ul style="list-style-type: none"> Issue thermal-activated visitor ID badges featuring expiration after 8 hours. Visitors are required to provide advance information prior to factory visit. All visitors are given a pamphlet and/or visitor ID with security rules to be followed while on premises. Factory creates new visitor badges once it is determined that 25% of the visitor badges have been lost or damaged. Visitors are subject to metal detector and/or x-ray to gain access to the factory. <p><u>Employees:</u></p> <ul style="list-style-type: none"> Employees scan ID when entering the factory and their photo is displayed on a monitor for security to verify the employee. Photos of all terminated employees are displayed at entrance points to avoid unauthorized access. Employees observed/monitored for suspicious activities and/or behavior.

10) Physical Security

Factories must incorporate controls for manufacturing, cargo handling and storage facilities that include physical barriers and deterrents that guard against unauthorized access.

Minimum Security Criteria	Best Practices
<ul style="list-style-type: none"> • Buildings constructed of durable materials that resist unlawful entry. • Regularly inspect perimeter wall/fencing for integrity and/or damage. • Factory maintains full-time or contract security guards and has documented procedures. • Gates are manned/monitored. • Visitor or vehicle parking should not be located near cargo handling or storage areas. • External gates, fences, doors and windows secured with locking devices. • Control of the issuance of all locks and keys by management or security personnel. • Physical barriers and deterrents that guard against unauthorized access to building, cargo handling and storage areas. • Adequate internal and external lighting. • CCTV coverage of access points, finished goods, loading, unloading, and storage areas. • CCTV tapes must be maintained for 45 days. • CCTV cameras monitored by designated employee/guard monitor at all times. • Alarms/automatic intrusion detection systems should be utilized and tested to prevent unauthorized access to the building and finished goods area. 	<ul style="list-style-type: none"> • Factory install double-layered perimeter fence. • Factory security includes Guard view towers at each corner. • Incorporate alarm systems including motion sensors or door/window contact sensors to signal security. • Factory has emergency power source/generator. • Gates and perimeter are monitored by guard during non-operating hours. • Gates and perimeter are monitored by CCTV during non-operating hours. • Guard station is equipped with a hidden duress (panic) button to alert community law enforcement to a security threat. • Factory has installed an electronic check system to record scheduled security check of internal and external perimeter points. • Guard's radios are equipped with a body alarm function. • Visitors' vehicles are searched and recorded, and a parking pass is provided.

11) Personnel Security

Factories must have processes in place to screen prospective employees and perform periodic checks on employees. Security breaches all have one thing in common...*PEOPLE*.

Minimum Security Criteria	Best Practices
<ul style="list-style-type: none"> • Processes in place to screen prospective employees. • Verification of application information, such as employment history and references, prior to employment. • Periodic background checks are performed. • Employee files are maintained that include application, work history, background check and photos. • Documented procedures to remove identification, facility and system access for terminated employees. 	<ul style="list-style-type: none"> • Conduct exit interviews with employees with a focus on evaluating the potential for retaliation from the terminated employee. • Employees are encouraged to report irregularities through phone number/hotline, suggestion box or other means. • Factory provides an incentive program to reward employees who report security irregularities. • Factory requires background checks for security guards. • Factory incorporates security as part of job descriptions.

12) Education, Training and Awareness

Factory must have a Threat Awareness training program that is provided to all new and existing employees on how to recognize and report security threats.

Minimum Security Criteria	Best Practices
<ul style="list-style-type: none">• Factory must have a training program in place for all employees that will provide awareness of security procedures.• Training must be provided that informs all employees on identifying illegal conduct/activities, unauthorized persons, and insertion of illegal/unauthorized materials.• Additional training must be provided to security personnel and shipping/receiving employees.• Training must be provided in local language, documented and attendance recorded.	<ul style="list-style-type: none">• Photos of training sessions are maintained with training history log.• Employees are tested on understanding of CTPAT requirements following training.• Employees are provided with an Employee Handbook that includes CTPAT/security procedures.• Factory conducts security mock drills.



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

TERMS OF ENGAGEMENT FOR KOHL'S BUSINESS PARTNERS

Kohl's, Inc. is committed to ethical sourcing practices and expects its Business Partners to demonstrate the same commitment. We monitor facility working conditions, supply chain security and environmental impact to help ensure our products are produced in a fair and ethical manner, in accordance with all applicable laws, international standards and internal policies.

These Terms of Engagement are a part of our purchase order terms and conditions and apply to all of Kohl's vendors, suppliers, manufacturers, contractors, subcontractors and their agents who sell products or services to Kohl's (individually or collectively "Business Partner"). While Kohl's recognizes that there are different legal and cultural environments in which Business Partners operate throughout the world, these Terms of Engagement define the minimum requirements that must be met in order to do business with Kohl's, but Kohl's strongly encourages its Business Partners to exceed these minimum requirements to achieve continuous improvement. The Terms of Engagement also provide the foundation for Kohl's ongoing evaluation of Business Partners' compliance and overall performance.

Zero tolerance violations may result in immediate termination of our business relationship with the facility, and merchandise produced under such conditions will not be accepted. Kohl's zero tolerance violations include but are not limited to: Child Labor, Prison Labor, Forced Labor, Bonded/Indentured Labor, Slavery or Human Trafficking, Physical or Sexual Abuse, Nonpayment of Wages, Unauthorized Subcontracting, Attempted Bribery of a Kohl's Auditor, Transshipment or Altering/Tampering with Country-of-Origin Markings. These violations are unacceptable to Kohl's and our high ethical standards.

Kohl's will periodically review these Terms of Engagement to determine whether revisions are appropriate. Any such revisions will be promptly published by Kohl's.

LAWS AND REGULATIONS:

- **Laws and Regulations:** Kohl's Business Partners must operate in full compliance with all applicable local and national laws, rules and regulations pertaining to all aspects of factory operations of the jurisdiction in which they conduct business or which otherwise apply, including conforming to U.S. country of origin regulations which govern quote classification and marking of products. This includes compliance with these Terms of Engagement and the terms and conditions of purchase orders issued by Kohl's and/or on Kohl's behalf, in addition to all other Kohl's contractual obligations to which Kohl's Business Partners may be bound. Business Partners' manufacturing facilities must also comply with U.S. Customs Trade Partnership Against Terrorism ("CTPAT") requirements.

EMPLOYMENT PRACTICES:

- **Wages and Benefits:** Kohl's recognizes that wages are essential to meet workers' basic needs. As such, Kohl's Business Partners must provide wages, benefits, and overtime premiums that comply with applicable laws or regulations and must pay the legally prescribed minimum wage or the prevailing local manufacturing or industry wage, whichever is greater. Wages must be paid to workers directly and in a timely manner. Kohl's will seek and favor Business Partners who are committed to the betterment of wages and benefits within their facilities.
- **Working Hours and Time Off:** Kohl's expects its Business Partners to comply with all applicable laws and regulations pertaining to the number of hours and days worked. Except in extraordinary circumstances, Business Partners shall limit the number of hours that workers may work on a regularly scheduled basis to the legal limit on regular and overtime hours established by local laws and regulations in the jurisdiction in which they manufacture. Subject to the requirements of local law, a regularly scheduled workweek of no more than sixty (60) hours and one day off in every seven (7) day period are encouraged. Partners will comply with applicable laws that entitle workers to vacation time, leave periods and holidays. Business Partners must regularly provide reasonable daily rest periods. Working hours for all workers, including temporary workers, must be recorded by an automated timekeeping system. All hours worked must be recorded and the worker properly compensated for both regular and overtime working hours and any time used for work preparations or repairs, in accordance with the local labor laws.
- **No Child/Underage Labor:** Use of child labor is prohibited. Business Partners must observe all legal requirements for the work of authorized minors, particularly those relating to hours of work, wages, minimum education and working conditions. Kohl's supports the development of legitimate, workplace apprenticeship programs and Business Partners will be expected to comply with all laws and regulations applicable to such apprenticeship programs. Kohl's considers "Child" as a person who is younger than 16 or younger than the age for completing compulsory education or younger than the local minimum working age, whichever is older. Workers under the age of 18 must not perform or be exposed to situations that are hazardous, unsafe or unhealthy. Suppliers must comply with all age-related working restrictions as set by local law and adhere to international standards as defined by the International Labour Organization ("ILO") regarding age appropriate work. Factories must have established procedures for age verification as part of their hiring process.
- **No Forced Labor, Human Trafficking and Modern Slavery:** Kohl's Business Partners must not use bonded labor, indentured labor, prison labor, forced labor or labor acquired through slavery or human trafficking in the purchasing of materials, manufacture or finishing of products. This includes labor that is provided under duress, financial obligation or improper oversight. Working must be voluntary and workers must be free to leave work and terminate their employment or other work status at any time. Workers must not be required to make any monetary deposits or surrender any original identification documents as a condition of employment.



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

- **Foreign Contract Labor:** Business Partners who use foreign contract labor must treat all workers fairly and equally. Migrant workers, those who move from one country to another for the purpose of employment, must be employed voluntarily and must be free to terminate their employment at any time. Workers must not be required to make any monetary deposits or surrender any original identification documents as a condition of employment. Kohl's prohibits the use of recruitment fees or fees for levy or legal work documents.
- **Immigration Compliance:** Kohl's Business Partners may only engage workers who have a legal right to work. If Business Partners engage foreign or migrant workers, such workers must be engaged in full compliance with the immigration and labor laws of the host country.
- **No Discrimination:** Kohl's recognizes and respects cultural differences and believes discrimination should not be tolerated. Business Partners are expected to maintain a work environment free of discrimination and to employ legally-eligible workers on the basis of their skills, qualifications and their ability to do the job rather than on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity or expression, or any other status protected by law.
- **Women's Rights:** Business Partners will ensure that workers who are women receive equal treatment in all aspects of employment. Pregnancy tests will be voluntary and will not be a condition of employment or continuation thereof. Workers will not be exposed to hazards that may endanger their reproductive health and Business Partners will not force workers to use contraception. Women returning from maternity leave will be given an equivalent position and pay.
- **No Harassment and Abuse:** Business Partners must treat all workers with respect and dignity. Kohl's will not utilize Business Partners who tolerate the use of corporal punishment, physical, sexual, psychological or verbal harassment or other forms of mental or physical coercion, abuse or intimidation. Business Partners must not use, or permit the use of fines as a disciplinary practice. Workers must be free to voice concerns to factory management or to Kohl's agents or Kohl's directly without fear of retaliation.
- **Freedom of Association/Collective Bargaining:** Kohl's Business Partners must respect the rights of their workers to join legal organizations of their own choice. Workers must not be penalized or subject to intimidation or harassment in the peaceful exercise of their legal right to join or to refrain from joining such legal organizations or bargain collectively.
- **Occupational Health and Safety:** Kohl's Business Partners must provide workers with a clean, safe and healthful work environment designated to prevent accidents and injuries in compliance with all applicable, legally mandated standards for workplace health and safety. Where applicable, Business Partners who provide residential facilities for their workers must provide safe, healthy and sanitary facilities, separate from production and warehouse facilities, which comply with legally mandated standards for health and safety.

ETHICAL STANDARDS/GOVERNANCE:

- **Bribery/Anti-Corruption:** Kohl's has zero tolerance for bribery, kick-backs or any other unethical practices. No associate of Kohl's or any third party acting on behalf of Kohl's may solicit, offer, make or authorize a payment or "anything of value" to: Influence a business decision, secure an improper advantage, influence legislation, regulations or governmental processes, and/or persuade any officials or workers of another company to act contrary to, or neglect to perform, their duties. For purposes of this section, "anything of value" can include gifts, travel, entertainment, offers of employment, loans and charitable or political contributions.
- **Subcontracting:** Business Partners shall not utilize subcontractors for the production of Kohl's merchandise, or components thereof, without Kohl's prior written approval and only after the subcontractor has expressly agreed to comply with Kohl's Terms of Engagement. Business Partners shall require each approved subcontractor to abide by Kohl's Terms of Engagement and shall be held accountable for the subcontractor's failure to do so.
- **Country Exceptions:** Business Partners will not produce merchandise for Kohl's in countries which are considered by Kohl's to deny basic human rights. Kohl's will not initiate or continue its business relationship with Business Partners that produce merchandise for Kohl's where there are gross and systematic violations of human rights and when there is a recognized movement from within the country calling for withdrawal.
- **Monitoring and Compliance:** Kohl's takes affirmative measures to monitor compliance with Kohl's Terms of Engagement and Kohl's Purchase Order Terms and Conditions. Such measures may include prescreening Business Partners, scheduled or random, announced and unannounced on-site inspections of factories by Kohl's representatives, or certification by Kohl's Business Partners that Kohl's Terms of Engagement have been complied with. Business Partners must be transparent and honest in all communications with Kohl's and third-party monitors. A violation of these Terms of Engagement may result in required corrective action, cancellation of purchase orders (at the Business Partner's expense) or termination of the business relationship, all in Kohl's absolute and sole discretion.
- **Record Keeping:** Business Partners must maintain all documentation necessary to demonstrate compliance with Kohl's Terms of Engagement for all authorized factories. Business Partners must provide Kohl's representatives access to production facilities, employment records and workers for confidential interviews during monitoring and other factory visits. All records and documents provided to Kohl's should be complete and accurate. Business Partners must promptly respond to inquiries by Kohl's representatives concerning the operations of factories with respect to Kohl's Terms of Engagement.



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

- **Corrective Action:** If a Business Partner is in violation of Kohl's Terms of Engagement, Kohl's will work with the Business Partner to remediate the violation and take appropriate corrective action if at all possible. If this effort is unsuccessful, violations of these Terms of Engagement may result in the cancellation of the affected purchase order (at the Business Partner's expense), prohibition of subsequent use of a factory or termination of Kohl's business relationship with any the Business Partner, all in Kohl's absolute and sole discretion.
- **Conflict Minerals:** Kohl's expects all Business Partners to ensure that merchandise sold to Kohl's is free of any conflict minerals. Conflict minerals are tin, tantalum, tungsten, or gold sold to finance conflict in the Democratic Republic of Congo or an adjoining country. Kohl's has put in place policies, a due diligence framework, and management systems to help ensure our Business Partners' compliance with this expectation and to enable us to comply with the reporting requirements of the Security and Exchange Commission's Conflict Minerals Rule.

SUSTAINABILITY/ENVIRONMENTAL REQUIREMENTS

- **Higg Index:** Kohl's requires all facilities involved in the production of private and exclusive branded products or where Kohl's is the importer of record to complete and submit the Higg Index Facility Environment Module according to Kohl's required timeline.
- **Licenses and Permits:** Suppliers must acquire and maintain all legally required environmental permits and conduct pollutant monitoring for all necessary areas or processes.
- **Sustainability Management Systems:** Business Partners must have environmental monitoring systems which accurately measure and track operational and production impacts to air, water and any other environmental system which may be deemed necessary. Suppliers must ensure all chemicals and hazardous materials are safely stored and disposed of properly and that workers are trained on the safe handling process and have an emergency plan.

ETHICS REPORTING/TERMS OF ENGAGEMENT COMMUNICATION/MANAGEMENT SYSTEMS

- **Communication/Posting Terms of Engagement:** Business Partners must post the Terms of Engagement in their factories and in locations readily accessible to workers. The Terms of Engagement must be translated into the local language(s) of the workers. Business Partners shall take appropriate steps to ensure the provisions of these Terms of Engagement are communicated to all workers. Upon employment, as part of worker orientation, the Terms of Engagement shall be presented to workers and explained to them. Business Partners shall review these Terms of Engagement annually with workers.
- **Reporting Unethical Behavior/Grievances:** Business Partners must provide an appropriate avenue for workers to lodge complaints or grievances and make suggestions. All instances must be fully investigated and resolved in a fair, unbiased manner. Workers must be trained on the policy and procedures for the handling of complaints and grievances. Any form of retaliation or victimization in response to a complaint or grievance is strictly prohibited by Kohl's.

Suspected violations can be reported anonymously through the following channels for further investigation:

-Kohl's Integrity Hotline (1-800-837-7297)

-Via the www.kohlsintegrity.com website

-Via e-mail: factory.compliance@kohls.com

NATIONAL BRANDED/NON-EXCLUSIVE PRODUCTS

- **National Branded/Non-Exclusive Products:** Business Partners supplying only national branded, non-exclusive products to Kohl's may be deemed in compliance with the Kohl's-specific requirements under Communication, Monitoring and Compliance, Record Keeping, Subcontracting and/or Country Exceptions above by receiving an express written acknowledgment from Kohl's General Counsel after that Business Partner provides appropriate assurances to Kohl's.



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

KOHL'S BRIBERY / ATTEMPTED BRIBERY POLICY

Kohl's, Inc. has a Zero Tolerance policy regarding the bribery or attempted bribery of any Kohl's third party Factory Compliance Monitor (Social Compliance, CTPAT or Sustainability) or Quality Assurance Inspector. If a facility attempts any form of bribe or perceived offer, the facility will immediately be made Not Authorized (NA) to produce for Kohl's (including National Branded goods).

If the reported/alleged bribery/attempted bribery incident requires further Kohl's investigation, the facility will remain in NA status during the investigation. This will ensure that our risk does not increase during the period of the investigation. Upon completion of our investigation, notification of the results (confirmed vs. not confirmed) will be sent to the appropriate parties. If the bribery or attempted bribery is confirmed, the factory will remain in a NA status.

The Vendor is responsible for the following:

1. Communicate Kohl's bribery policy to facility management and all applicable employees producing Kohl's private goods, exclusive branded products, or where Kohl's is the importer of record:
 - Do not offer envelopes of any form to a Kohl's third party Factory Compliance Monitor(s) or Quality Assurance Inspector(s).
 - Do not offer cash or any type of gift that could be mistaken for an attempt at bribery. There is no minimum value applied to any offer of benefit; intent is the determining factor regardless of value
2. Liable for all associated costs, including loss of sales if a facility is made NA due to bribery or attempted bribery
3. Producing evidence that can fully repudiate any allegations made

We greatly appreciate your support in helping to eliminate this practice from the supply chain.

Thank you for your partnership,

Factory Compliance Team
Kohl's, Inc.



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

FACTORY COMPLIANCE POLICY ON HOMEWORKING

Kohl's Policy Statement

Kohl's, Inc. prohibits the use of homeworkers in its supply chain for private brand or exclusive brand merchandise or where Kohl's, Inc. is the importer of record for the goods. Factory compliance monitoring mechanisms are not currently available to adequately mitigate increased risks of noncompliance (i.e. child labor, forced labor, working hours, wages and benefits, health and safety, etc.) that exist in the homeworking environment.

Kohl's, Inc. definition of homework is based upon the International Labor Organization (ILO) definition (1996, C177, Article 1) which states:

- a) the term homework means work carried out by a person, to be referred to as a homeworker,
 - 1) in his or her home or in a premises of his or her choice, other than the workplace of the employer,
 - 2) for remuneration,
 - 3) which results in a product or service as specified by the employer, irrespective of who provides the equipment, materials or other inputs used, unless this person has the degree of autonomy and economic independence necessary to be considered an independent worker under national laws, regulations or court decisions;
- b) persons with employee status do not become homeworkers within the meaning of this Convention simply by occasionally performing their work as employees at home, rather than at their usual workplaces;
- c) the term employer means a person, natural or legal, who, either directly or through an intermediary, whether or not intermediaries are provided for in national legislation, gives out home work in pursuance of his or her business activity.

Kohl's, Inc. is committed to improving working standards in its supply chain through the application of international labor standards and monitoring business partner compliance with Kohl's Terms of Engagement and the laws of the country in which private/exclusive brands are produced.

Kohl's Expectations of its Suppliers

Kohl's, Inc. expects its agents and Vendor Partners from whom goods are sourced to enforce the above policy prohibiting the use of homeworkers in its supply chain for private brand or exclusive brand merchandise or where Kohl's is the importer of record for the goods.



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

FACTORY COMPLIANCE DEPARTMENT FACTORY INACTIVATION POLICY

Factory Monitoring Cycle

Kohl's, Inc. factory compliance policies and procedures include a third party monitoring cycle for factories producing Kohl's private brands, exclusive brands, or goods where Kohl's is the importer of record. The number of required factory monitoring visits is determined by the type and severity of issues noted by Kohl's third party monitors.

The factory monitoring cycle is complete when a factory is deemed:

1. compliant for the year; or
2. not authorized to produce for Kohl's.

Factory Inactivation Guidelines

1. A factory inactivation request may only be submitted when:
 1. the factory has completed the monitoring process at least once and is not currently in the monitoring process;
 2. all product for Kohl's has been shipped from the factory.
2. Inactivation requests must be submitted to factory.compliance@kohls.com by the vendor's compliance contact. When making the request, the vendor is responsible for providing the following information:
 1. Factory name:
 2. Factory entity ID:
 3. Last x-factory date:
 4. Reason for inactivation:
3. Inactivation requests for factories with visits already scheduled to occur may result in cancellation or monitoring fees, which are the responsibility of the vendor. Factory inactivation requests must be submitted a minimum of 30 days prior to the next scheduled factory monitoring visit to avoid such costs.
4. The period of factory inactivation is a minimum of 12 months. If a vendor wishes to reactivate a factory, it will be treated as a new factory and all necessary paperwork must be submitted to factory.compliance@kohls.com.

Important Notes

1. Only the factory compliance contact or principal as designated on the Domestic Import Contact Information Form can request inactivation of a factory. Requests made by any other vendor employees will be returned for approval from the compliance contact.
2. Kohl's Factory Compliance / Sourcing Departments may require that the current monitoring cycle is taken to completion depending on the number of previous visits and the types of issues noted during the visits. For example:
 - If a factory had one or more egregious issues noted on the last audit, the factory cannot be made inactive until all egregious issues have been corrected;
 - If all products for Kohl's have been shipped from the factory and the factory is currently in a factory monitoring cycle, the factory may be made inactive if only 'major deficiency' violations were noted during the last audit.



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

LATE PAYMENT PROCESSING FEES FOR 3RD PARTY FACTORY COMPLIANCE AUDITS

Kohl's, Inc. requires vendors to pay factory compliance audit invoices in a timely manner. Invoices are sent directly from our 3rd party monitoring agency immediately following an audit and must be paid directly to the 3rd party monitoring agency within 30 days of the invoice date.

Most invoices are paid on a timely basis; however, many are not, which creates excessive work for Kohl's. As a result, on October 1st, 2015, a Processing Fee of \$150.00 was added onto each factory audit invoice where our 3rd party monitoring agency did not receive payment within 30 days of the invoice date. Processing fees will appear as a chargeback on your Kohl's merchandise payment remittance. Please note that fee escalation will be discussed if ongoing invoice payment issues occur.

Processing fee inquiries should be sent to the Kohl's Factory Compliance team at factory.compliance@kohls.com and must include evidence that the monitor received payment within 30 days of the invoice date in order to be reviewed. Processing fee inquiries received without such evidence will not be considered. Kohl's is requesting your partnership with timely payment of factory audit invoices to the 3rd party monitoring agencies.

Thank you for your partnership,

Kohl's Factory Compliance Department
factory.compliance@kohls.com



Product Information	
PD Product Manager	
Merchant Buyer	
Department #	
Season	
Agent Type	
Category	
Commodity (product type)	
Brand Name	

Vendor Name: _____

Vendor Entity ID: _____

Factory Information	
Business License Name	
Street Address	
City	
State/Province	
Zip Code	
Country	
Contact Name	
Contact Title	
Phone Number	
E-mail Address	
Coordinates (decimal format)	Latitude: _____ Longitude: _____
SCAN ID	
HIGG ID	
ZDHC ID	

Factory Compliance

- Does the vendor own 100% of the facility? Yes _____ No _____
- What is the age of the youngest employee in the facility? _____
- Are all employees paid minimum wage or greater for normal working hours? Yes _____ No _____
- Are all employees paid the required legal premium overtime rate? Yes _____ No _____
- Is all overtime work performed on a voluntary basis? Yes _____ No _____
- Are the employees paid on time per the legal requirement? Yes _____ No _____
- Do all the employees have valid work permits if required by law? Yes _____ No _____
- Are the employees in the facility working more than 60 hours per week (including overtime)? Yes _____ No _____
- Are all working hours documented by an automated system? Yes _____ No _____
- Does the employer require employees to surrender original identification documents and the original documents are held by the employer and are not returned to the employee? Yes _____ No _____
- Does the number of fire extinguishers provided in each area meet the legal requirement? Yes _____ No _____
- Are all emergency exits unlocked and unobstructed? Yes _____ No _____
- Are any of the facility's emergency exits inward, sliding, or rolling doors? Yes _____ No _____
If yes, is there a permanent locking device holding the door open during working hours? Yes _____ No _____
- Does the facility have at least 2 emergency exits on each floor at opposite sides of the facility? Yes _____ No _____
- Are all aisles and exit routes clear of obstruction? Yes _____ No _____
16. Are there any exposed electrical wiring, uncovered electrical boxes, or any other unsafe or hazardous conditions? Yes _____ No _____
If yes, please explain: _____
- Does the facility provide a dormitory for the employees? Yes _____ No _____
- Does the dormitory have at least 2 exits on each floor at opposite ends of the building? Yes _____ No _____
- Are all emergency exits in the dormitory unlocked and unobstructed? Yes _____ No _____
- Does the number of fire extinguishers provided on each floor meet the legal requirement? Yes _____ No _____

CTPAT

- Is Kohl's or the Vendor the Importer of Record (IOR) for all exported goods? _____
If Kohl's will be the IOR, please submit the most recent security audit (ie. SCAN audit along with the Factory Evaluation).
- Does the facility ensure that business partners develop security processes and procedures consistent with CTPAT criteria? Yes _____ No _____
- Does the business partner screening process take into account whether a partner is a CTPAT Member or a member in an approved Authorized Economic Operator (AEO) program with a Mutual Recognition Arrangement (MRA) with the United States (or an approved MRA)? Yes _____ No _____
- Is evidence of the CTPAT certification obtained and are business partners continuously monitored to ensure they maintain their CTPAT certification? Yes _____ No _____
- Does your facility have a designated official responsible for CTPAT compliance? Yes _____ No _____
- Do factory employees receive CTPAT orientation training at the time of hiring and annual CTPAT training? Yes _____ No _____
- Are annual background checks performed on factory employees who have access to secure areas? Yes _____ No _____
- Does your factory premises have a well-maintained outside wall/fence? Yes _____ No _____
- Are the parking areas within your factory facility for cargo receiving and cargo loading separated from the parking areas for private vehicles? Yes _____ No _____
- Are the loading and unloading areas physically separated by well maintained fence or wall with signage warning access is prohibited to authorized personnel only? Yes _____ No _____
- Is there a separate finished goods storage area? If so, is the finished goods area secured by a well maintained fence or wall with signage warning access is prohibited to authorized personnel only? Yes _____ No _____
- Is there controlled access to the finished goods location through unique ID badges and a log of authorized personnel? Yes _____ No _____
- Are only authorized employees allowed in the packing, cargo handling, and storage areas for the performance of their duties? Yes _____ No _____
- Does the facility have Closed Circuit Televisions (CCTV's)? If so, do the CCTV's capture the following areas: Entrances, exits, finished goods area, loading / unloading areas, and the arrival / departure of containers? Yes _____ No _____
- Are the CCTV's monitored continuously by security personnel? Yes _____ No _____
- Are the CCTV's tapes maintained for 45 days? Yes _____ No _____
- Does the lighting outside your factory sufficiently illuminate all parking areas, including containers, private vehicles and loading area? Yes _____ No _____
- Does your factory or factory building employ or hire security guards? Yes _____ No _____
- Are all visitors and vendors (including drivers) verified with valid photo ID before being allowed entry into the facility? Yes _____ No _____
- Are records of 7-point inspections for incoming containers maintained for each shipment? Yes _____ No _____

Production

- Does the factory conduct a pre-production meeting? Yes _____ No _____
- What AQL is used for in-line inspection: _____ Final Inspection: _____
- Does the factory inspect raw materials? Yes _____ No _____
What percentage of received raw materials is inspected? (Sweaters excluded) _____
- What is the maximum cutting height? (Fabric Only) _____ inches
- Does your company conduct a final quality audit on packed product? Yes _____ No _____
If yes, what AQL is used? _____

****If the commodity being produced is Apparel, the "Apparel" tab must be completed****

****If the commodity being produced is Accessories or Jewelry, the "Accessories & Jewelry" tab must be completed****

****If the commodity being produced is Footwear, the "Footwear" tab must be completed****

****If only producing National Branded Business / Importer of Record, the additional tabs do not need to be completed****



Domestic Vendor Factory Addition Request

Requests will only be reviewed when all fields are complete. Incomplete or inaccurately completed forms will be returned to the vendor and delay the process. Please allow 3 weeks before contacting Factory Compliance for status

Current Factory Matrix (List all factories currently active for Kohl's production)

Factory Name	Factory ID	Factory COP	Category Produced	Monthly Unit Capacity	% of Vendor's Kohl's Production

New Factory Addition

Business Need: _____

Will this factory replace a current factory in the Vendor's matrix with Kohl's? Yes _____ No _____

If yes, which factory? _____ Will you be deactivating? Yes _____ No _____

Last x-factory date of factory to be made inactive? _____

What is the need for adding this factory? (Check those that apply)

_____ New Business Category (List) _____

_____ Category Growth - need additional capacity

_____ COP Diversification

_____ Replacement of existing factory

% of Kohl's business to be placed in factory? _____ Type of Product: _____

Below, please state 3 year business strategy for utilizing factory for Kohl's:

Factory Overview:

Vendor relationship with factory? Owned? _____ Contract? _____

Total factory monthly capacity (units): _____ Type of category produced? _____

% of factory capacity to be used by vendor? _____ Length of time of relationship with factory? _____

If ongoing, what other of vendor's customers are being produced in factory? _____

Factory customer base with % of business:

Name:	% of total factory	Category produced

Does factory have laundry on-site? (**Apparel Only**) Yes _____ No _____

What is the laundry's policy on waste water usage reduction or recycling? _____

If garment factory does not have laundry on-site and does not offer washed products, please list laundry name, location and approximate distance from garment factory:

Laundry/Wash facility name	Location	Distance from factory

Fabric Sources:

Vertical _____ In Country _____ Out of country (list country) _____



Domestic Vendor Factory Addition Request

Requests will only be reviewed when all fields are complete. Incomplete or inaccurately completed forms will be returned to the vendor and delay the process. Please allow 3 weeks before contacting Factory Compliance for status

Current Factory Matrix (List all factories currently active for Kohl's production)

Factory Name	Factory ID	Factory COP	Category Produced	Monthly Unit Capacity	% of Vendor's Kohl's Production

New Factory Addition

Business Need: _____

Will this factory replace a current factory in the Vendor's matrix with Kohl's? Yes _____ No _____

If yes, which factory? _____ Will you be deactivating? Yes _____ No _____

What is the need for adding this factory? (Check those that apply)

_____ New Business Category (List) _____

_____ Category Growth - need additional capacity

_____ COP Diversification

_____ Replacement of existing factory

% of Kohl's business to be placed in factory? _____ Type of Product: _____

Below, please state 3 year business strategy for utilizing factory for Kohl's:

Factory Overview:

Vendor relationship with factory? Owned? _____ Contract? _____

Total factory monthly capacity (units): _____ Type of category produced? _____

% of factory capacity to be used by vendor? _____ Length of time of relationship with factory? _____

If ongoing, what other of vendor's customers are being produced in factory? _____

Factory customer base with % of business:

Name:	% of total factory	Category produced

Factory Capabilities (METAL ACCESSORIES ONLY):

Are the following processes provided on-site?:

Electro Forming Yes _____ No _____

Resin/acrylic manufacturing Yes _____ No _____

Dyeing tubs Yes _____ No _____

Plating Yes _____ No _____

If accessories factory does not have plating on-site, please list plating facility name, location and approximate distance from accessories factory:

Plating facility name	Location	Distance from factory

What is the plating facility's policy on waste water usage disposal or recycling? _____



Domestic Vendor Factory Addition Request

Requests will only be reviewed when all fields are complete. Incomplete or inaccurately completed forms will be returned to the vendor and delay the process. Please allow 3 weeks before contacting Factory Compliance for status

Current Factory Matrix (List all factories currently active for Kohl's production)

Factory Name	Factory ID	Factory Nickname (Other Affiliated)	Factory Annual Capacity	Your company's units in fty LY	Your company's planned units in fty TY	Kohl's units your company placed LY	Government and/or environmental certifications (ex.	Additional info

New Factory Addition

Business Need: _____
 Will this factory replace a current factory in the Vendor's matrix with Kohl's? Yes _____ No _____
 If yes, which factory? _____ Will you be deactivating? Yes _____ No _____
 What is the need for adding this factory? (Check those that apply)

 _____ New Business Category (List) _____
 _____ Category Growth - need additional capacity _____
 _____ COP Diversification _____
 _____ Replacement of existing factory _____
 % of Kohl's business to be placed in factory? _____ Type of Product: _____

Below, please state 3 year business strategy for utilizing factory for Kohl's:

Factory Overview:

Vendor relationship with factory? Owned? _____ Contract? _____
 Total factory monthly capacity (units): _____ Type of category produced? _____
 % of factory capacity to be used by vendor? _____ Length of time of relationship with factory? _____
 If ongoing, what other of vendor's customers are being produced in factory?

Factory customer base with % of business:

Name:	% of total factory business	Category produced

Government and/or Environmental Certifications

Factory Capabilities (to be completed by supplier)

Gender Breakdown %	% Total
Women's	
Men's	
Girls'	
Boy's	

Category Breakdown %	% TTL
Casual	
Dress	
Sandals	
Boots	
Slippers	
Other (List)	

Leather or Synthetic (PU/Textile) (to be completed by supplier)

Women's Categories	
Category	% Total
Dress	
	Synthetic %
	Leather %
Casual	
	Synthetic %
	Leather %
Boots	
	Synthetic %
	Leather %
Sandals	
	Synthetic %
	Leather %
Slippers	
	Synthetic %
	Leather %
Other	
	Synthetic %
	Leather %

Men's Categories	
Category	% Total
Dress	
	Synthetic %
	Leather %
Casual	
	Synthetic %
	Leather %
Boots	
	Synthetic %
	Leather %
Sandals	
	Synthetic %
	Leather %
Slippers	
	Synthetic %
	Leather %
Other	
	Synthetic %
	Leather %

Kid's Categories	
Category	% Total
Dress	
	Synthetic %
	Leather %
Casual	
	Synthetic %
	Leather %
Boots	
	Synthetic %
	Leather %
Sandals	
	Synthetic %
	Leather %
Slippers	
	Synthetic %
	Leather %
Other	
	Synthetic %
	Leather %

Specialized Capabilities (to be completed by supplier)
 <<Please indicate any Specialized Capabilities>>

KOHL'S

Product/Style Information

Season	
Commodity (product type)	
Brand Name	

Vendor Name: _____

Vendor Entity ID: _____

Mill Information

Business License Name	
Street Address	
City	
State/Province	
Zip Code	
Country	
Contact Name	
Contact Title	
Phone Number	
E-mail Address	
Mill Type (converter or production)	_____ Converter Mill _____ Production Mill
Mill Program Type	_____ Strategic _____ Vendor Sourced _____ Shop and Adopt
Coordinates (decimal format)	Latitude: _____ Longitude: _____
HIGG ID	
ZDHC ID	

Factory Compliance - Higg Index

1. Has the facility completed the Higg Index in the past year? Yes _____ No _____
If yes, please share the results with "Kohl's Private Label Brands"

New Mill Addition

Mill Relationship: Owned? _____ Subcontracted? _____

Business Need: _____

Fabrication Details: _____

Garment quantity and fabric yardage/ poundage: _____



Date : _____
 Li & Fung Agent (work with) : _____

Mill Legal Operating Name : _____
 Office address : _____

Phone : _____ FAX : _____ Postal code : _____
 OnePLM Engine Group Email : _____ & _____
 OnePLM Engine Mill code : _____ & _____

New Mill : _____
 Existing Mill : _____

Annual turnover dollars (in last financial year) : _____
 Annual qty production (in last financial year) : _____

List Brands & Divisions Currently Producing for Kohl's : _____

Key Contacts : _____ Title : _____ E-mail address : _____ Phone no# : _____

Company Ownership : Private _____ Public _____

MONTHLY PRODUCTION CAPACITY

Spinning _____
 Knitting _____
 Weaving Woven _____ Yarn dyed _____
 Denim _____
 Printing _____
 Dyeing Woven _____ Yarn dyed _____
 Denim _____

% CATEGORY BREAKDOWN

Knits _____
 Wovens Denim _____
 Non-Denim _____
 Yarn dyed _____
 Sweaters yarns _____

CUSTOMER BASE (Other Retailers and Garment Vendors)				
Retailer name	% of mills' business	Fabric type (Top 3 shipped in last financial year)	Garment Vendor name	% of mills' business

TOP 5 FABRICS PRODUCED FOR KOHL'S (in the last financial year)						
Brand	Gender	Fabric type	Fabric content	Fabric construction	Vendor	Shipped qty

Sustainability Information (please highlight all that apply)	
Oeko- Tex 100 Standard	Higg Index
Made in Green by Oeko-Tex	RCS
GOTS(Global Organic Textile Standard)	Other Sustainable Program (Please put the name below)
BCI (Better Cotton Initiative)	1. _____
OCS (Organic Cotton Standard)	2. _____
GRS (Global Recycle Standard)	

R&D CAPABILITIES / INNOVATION (highlight all that apply)			
R&D team - Trend	Office in US	Fabric showroom - Physical	
R&D team - Technical	Showroom in US	Artwork design	
		Laundry	
Fabric shows participate in:	PV NY	PV Paris	Pitti Filati
	Shanghai Intertextile	Spinexpo NY	Texworld

SAMPLE DEVELOPMENT CAPACITY			
		Leadtime	
Solid	L/D dev		(days)
	S/Y dev - weaving / knitting		(days)
	S/Y dev - dyeing		(days)
Print	S/O dev		(days)
	S/Y dev - weaving/knitting		(days)
	S/Y dev - printing		(days)
Y/D	H/L dev / Knit down		(days)
	S/Y dev		(days)
Top Dyed	L/D dev		(days)
	S/Y dev - Dyeing & Spinning		(days)

FIBER USAGE			
Acetate	Acrylic	Alpaca	Angora
Bamboo	Biconstituent fiber	Cashmere	Cotton
Eva	Hemp	Lambs wool	Leather
Linen	Lurex	Lycra	Lyocell
Merino wool	Modacrylic	Modal	Mohair
Nylon	Olefin	Organic cotton	Peva
Pima cotton	PBT	Polyester	Polypropylene
PTT	Polyurethane	Rabbit hair	Ramie
Rayon	Recycle poly	Recycle wool	Silk
Spandex	Supima cotton	Tactel	Tencel
Viscose	Wool	Others	

WOVEN FABRIC TYPE			
DENIM			
2/1 Twill	3/1 Twill	Broken twill	Chambray
Herringbone	Jacquard	Knit denim	Knit like denim
Pinstripe	Sateen/Satin	Selvedge	Others
WOVEN NON-DENIM			
Bedford cord	Boucle	Canvas	Calvary twill
Challis	Charmeuse	Chiffon/Georgette	Corduroy
Crepe	Crinkle gauze	Dobby	Double weave
Eyelet	Faille	Fannel	Gauze
Herringbone	Jacquard	Lawn	Lace
Leather	Melton	Moleskin	Organza
Ottoman	Oxford	Pongee	Poplin
PU/PVC	Ripstop	Sateen/Satin	Seersucker
Sheeting	Suede	Swiss dot	Taffeta
Tweed	Twill	Velvet/Velveteen	Voile
Yoryu	Others		
WOVEN NON-DENIM YARN DYED			
Y/D Dobby	Y/D Flannel	Y/D Herringbone	Y/D Poplin
Y/D Twill	Y/D Jacquard	Others	

KNIT FABRIC TYPE			
KNIT TYPE			
Double knit	Flat knit	Jacquard knit	Single knit
Warp knit			
KNIT CONSTRUCTION			
Auto/Engineer stripe	Bonded	Boucle	Burnout
Circular tube	Crochet	Dazzle	Double knit
Fake fur	Feeder stripe	Flat back rib	French rib
French terry	Gauze	Interlock	Interloop
Jacquard	Jaspe	Jersey	Lace
Mesh	Mink fleece	Neps	Ottoman
Pique	Plush fleece	Pointelle	Polar fleece
Ponte De Roma	Quilt	Raschel	Rib
Sherpa	Snit	Suede	Tricot
Velour	Waffle/Thermal		
Others			

YARN SPINNING METHODS			
Worsted	Semi Worsted	Ring Spun	Open End
Air Jet	Siro	Wet Spinning	Melt Spinning
Vacuum Metallization	Others		

DYE & PRINT TYPE			
DYE TYPE			
Azoic dye (Naphthol)	Acid dye	Cationic dye	Chrome mordant

Direct dye Pigment dye Others	Disperse dye Reactive dye	Indigo dye Sulfur dye	Metal-complex dye Vat dye
DYE METHOD Continuous dye Slasher dye	Jet dye Yarn dye	Jigger dye Others	Rope dye
PRINT TYPE Burn-out print Super/Soft pigment	Discharge print Reactive print	Foil print Resist print	Pigment print Others
PRINT METHOD Digital print Rotary screen print	Flat screen print Sublimation print	Heat transfer print Others	Roller print

FABRIC FINISHING

Anti pilling Bio polish Calendar Coating - PU Eco-polish Fire resistant Mercerization Pearlized Pre-twisted Schiffli Stain resistant Water resistant Wrinkle resistant	Anti bacterial Bonded Cire Coating - wax Embossed Fire retardant Micro sanded Plisse Resin Shiny Sueded Waterproof Others	Anti static Brushed Coating - metallic Compact Fabric washed Luster Nano Pre-cure Sanded Silicone UV Protection Wicking	Antimicrobial Burnout Coating - milky Durable press Fade resistant Matte Peached Pre-skew Sanforized Stain release Water repellency Wrinkle free
--	---	--	---

COLOR & TESTING INFORMATION

Questions:	Answers:
Name of retailers that your color office has been certified for:	
Name of retailers that your testing lab has been certified for:	
Current DataColor Certification for Kofis - names & dates	
Current Testing Lab Certification for Kofis - names & dates	

CURRENT PRODUCTION FACTORIES (LIST ALL CURRENTLY HAVE RELATIONSHIP WITH)

FACILITY #1

Mill relationship
Owned Joint Venture Sub-Contract

Mill Name : _____ **Year Established :** _____
Country of production : _____
Address (English) : _____

Address (Chinese if available) : _____
Factory Contact : _____ **Title :** _____
E-mail : _____ **Phone no# :** _____
No# of Employees : _____

WHAT IS YOUR MAIN BUSINESS

Spinning Printing Knitting Finishing Weaving Dyeing

FACILITY #2

Mill relationship
Owned Joint Venture Sub-Contract

Mill Name : _____ **Year Established :** 1990
Country of production : _____
Address (English) : _____

Address (Chinese if available) : _____
Factory Contact : _____ **Title :** _____
E-mail : _____ **Phone no# :** _____
No# of Employees : _____

WHAT IS YOUR MAIN BUSINESS

Spinning Printing Knitting Finishing Weaving Dyeing

FACILITY #3

Mill relationship
Owned Joint Venture Sub-Contract

Mill Name : _____ **Year Established :** _____
Country of production : _____
Address (English) : _____

Address (Chinese if available) : _____
Factory Contact : _____ **Title :** _____
E-mail : _____ **Phone no# :** _____
No# of Employees : _____

WHAT IS YOUR MAIN BUSINESS

Spinning Printing Knitting Finishing Weaving Dyeing

FACILITY #4

Mill relationship
Owned Joint Venture Sub-Contract

Mill Name : _____ **Year Established :** _____
Country of production : _____
Address (English) : _____

Address (Chinese if available) : _____
Factory Contact : _____ **Title :** _____
E-mail : _____ **Phone no# :** _____
No# of Employees : _____

WHAT IS YOUR MAIN BUSINESS

Spinning Printing Knitting Finishing Weaving Dyeing

FACILITY #5

Mill relationship
Owned Joint Venture Sub-Contract

Mill Name : _____ **Year Established :** _____
Country of production : _____
Address (English) : _____

Address (Chinese if available) : _____
Factory Contact : _____ **Title :** _____
E-mail : _____ **Phone no# :** _____
No# of Employees : _____

WHAT IS YOUR MAIN BUSINESS

Spinning Printing Knitting Finishing Weaving Dyeing

FACILITY #6

Mill relationship
Owned Joint Venture Sub-Contract

Mill Name : _____ **Year Established :** _____
Country of production : _____
Address (English) : _____

Address (Chinese if available) : _____
Factory Contact : _____ **Title :** _____
E-mail : _____ **Phone no# :** _____
No# of Employees : _____

WHAT IS YOUR MAIN BUSINESS

Spinning Printing Knitting Finishing Weaving Dyeing

FACILITY #7

Mill relationship
Owned Joint Venture Sub-Contract

Mill Name : _____ **Year Established :** _____
Country of production : _____
Address (English) : _____

Address (Chinese if available) : _____
Factory Contact : _____ **Title :** _____
E-mail : _____ **Phone no# :** _____
No# of Employees : _____

WHAT IS YOUR MAIN BUSINESS

Spinning Printing Knitting Finishing Weaving Dyeing



Trim Supplier & Factory Addition Request

If you'd like to use a trim supplier or factory that is not listed in onePLM, please complete and email this form to trimsuppliers@kohls.com
 Requests will only be reviewed when all fields are complete. Incomplete or inaccurately completed forms will be returned to the vendor and delay the process.
 Please allow 48 hours before contacting the Trims Team for status

Development Information	
Season	
Commodity (Trim Type)	
Kohl's Brand Name	
Trim Vendor Name	

Supplier Information	
Business License Name	
Street Address	
City	
State/Province	
Zip Code	
Country	
Contact Name	
Contact Title	
Phone Number	
E-mail Address	
HIGG ID	
ZDHC ID	

Business Need
 What is the need for adding this factory or Supplier?
 (Check those that apply)

_____ New Trim Type (Please List)

_____ Category Growth - need additional supplier/new technology

_____ COP Diversification

_____ Replacement of existing factory

Current Factory Matrix
 List all factories that will be used for Kohl's production

Factory Name	Factory Address	Factory Coordinates (Decimal Format) Latitude & Longitude	Trim Type Produced	Monthly Unit Capacity	Factory Ownership	% of factory capacity to be used by vendor?	Does factory maintain an internal testing lab?

Factory Partnerships
 Please list other retailers that your company is currently conducting business with

Vendor/Retailer:	% of Total Business:	Trim Type Produced:

Product Testing
 Please list any Third Party Testing Labs that the factory works with:

Third Party Testing Company	Location	Distance from factory

Factory Certifications
 If certified, please provide certification numbers

Certification	Certificate Number
TQP	
Oeko Tex 100	
Higg ID Number	
GRS	
Other	

Raw Material Sources
 (Check those that apply)

_____ Vertical

_____ In Country

_____ Out of Country (please list country)

Factory Capabilities (METAL ACCESSORIES ONLY)
 Are the following processes provided on-site?:

Electro Forming	Yes _____	No _____
Resin/acrylic manufacturing	Yes _____	No _____
Dyeing tubs	Yes _____	No _____
Plating	Yes _____	No _____

If factory does not have plating on-site, please list plating facility name, location and approximate distance from accessories factory:

Plating facility name	Location

What is the plating facility's policy on waste water usage disposal or recycling?

Owned
Joint Partnership
Subcontract