

BROWN SHOE COMPANY, INC.

PRODUCTION CODE OF CONDUCT

Revised October 2011

Brown Shoe Company, Inc. (“Brown Shoe”), a leading retailer and wholesaler of footwear, is committed to being a responsible corporate citizen and, as such, is an active participant in the footwear industry’s program to ensure workers’ rights globally. As part of this commitment, Brown Shoe has developed this Production Code of Conduct (the “Code”) which sets forth standards for all of its footwear suppliers¹.

Brown Shoe focuses on doing business with those suppliers who share its commitment to responsible business practices and the principles set forth in this Code. In enforcing this Code, Brown Shoe embraces the concept of “continual improvement”, and encourages its suppliers to promote best practices and work towards continual improvement throughout their production operations.

Brown Shoe believes that a successful continual improvement process is based upon a foundation of transparency and collaboration. Accordingly, if a supplier wants to become, and remain, a Brown Shoe partner, it is essential for Brown Shoe representatives to have full access to the supplier’s facilities, employees, and records.

Brown Shoe expects all suppliers to comply with the following standards:

A. LABOR PRACTICES

1. Human Trafficking, Slavery and Forced Labor.

Suppliers who produce Brown Shoe products must not engage in human trafficking, be involved with slavery, or use forced labor in any capacity. Suppliers are expected to take reasonable measures to ensure that its contractors and subcontractors, including employment agencies, are made aware of, and comply with, these standards.

For purposes of this Code, “Human Trafficking”, “Slavery” and “Forced Labor” shall have the meaning as described below.

Human Trafficking means the recruitment, enticement, transportation, transfer, or receipt of individuals, by means of threat or use of force or other forms of coercion, for the purpose of exploitation or involuntary servitude.

¹ For the purposes of this document, suppliers shall mean any manufacturer or subcontractor engaged in a manufacturing process, including cutting, sewing, assembling, and packing that results in a finished product for the consumer.

Slavery means the practice of (1) asserting a right or degree of ownership over an individual, or (2) substantially restricting an individual's liberty, where such practice is accomplished through coercion, duress, fraud, deceit, debt bondage, or threat of injury to the individual or another person under circumstances in which the individual receiving the threat reasonably believes the threat will likely be carried out.

Forced Labor means work or services which an individual is compelled to perform involuntarily against his or her will, under threat of violence or severe punishment. Forced Labor may take many forms including, but not limited to, prison labor, locking workers in, and excessive mandatory overtime.

2. Child Labor. Suppliers must not employ workers younger than the minimum working age in the country of manufacture or age 14, whichever is greater. Suppliers are responsible for complying with all local legal restrictions, including those laws that apply to work performed by workers under age 18 and those laws that limit younger workers' ability to work due to compulsory schooling requirements. Suppliers are expected to take reasonable measures to ensure that its contractors and subcontractors, including employment agencies, are made aware of, and comply with, these standards. Suppliers are expected to verify the age of all employees prior to the employee commencing work.

3. Wages and Benefits. We believe it is our suppliers' responsibility to comply with all applicable wage laws and regulations as well as prevailing local industry standards and practices, including those relating to minimum wage, overtime, piece rates, and legally mandated benefits that have been enacted in their country. Examples include, but are not limited to, the following: a) employees should be paid in full, on schedule and without delay; b) each pay period, employees should receive a payment statement denoting pay calculations as well as deductions; and d) employees should receive time off for public holidays, annual leaves, and maternity leaves in accordance with local laws.

4. Working Hours/Overtime. While permitting flexibility in scheduling, suppliers are responsible for adhering to prevailing local standards concerning working hours and overtime. Brown Shoe expects its suppliers to strive for continuous improvement in achieving an appropriate balance of rest and work time. No employee should be threatened, disciplined, or punished, or have his or her employment terminated, for refusing to work overtime. Suppliers are responsible for complying with laws that restrict younger workers' ability to work as a result of compulsory schooling requirements.

5. Freedom of Association. Suppliers are expected to recognize and respect the right of all workers to organize peacefully and bargain collectively as permitted by, and within the limits of, local laws. All employees should be able to assert their right of free association and their right to remain independent without fear of intimidation or termination.

6. Nondiscrimination. Suppliers are expected to engage in lawful employment practices and to not discriminate in hiring, wages, benefits, promotion, or termination on the basis of any legally protected characteristic or category. Promotions and training should be based on the employee's skills and his/her ability to do the job, not on the basis of any other characteristic. Suppliers are expected to take reasonable measures to ensure that its contractors and subcontractors, including employment agencies, are made aware of, and comply with, these standards.

7. Abuse and Harassment. Brown Shoe expects its suppliers to treat all employees with respect. Brown Shoe expects that its suppliers will not subject or threaten to subject employees to any form of abuse and/or harassment, including verbal, physical, sexual, or psychological forms of abuse and harassment. Further, suppliers must not use corporal punishment or other forms of mental or physical coercion as a means of disciplining their employees. Excessive fines must not be used as a form of discipline. Employees should be able to communicate openly regarding working conditions without fear of reprisal, intimidation or harassment.

B. WORKPLACE ENVIRONMENT

1. Safety and Health. Suppliers are responsible for providing their workers with safe and healthy work environments, including production areas and dormitories (if provided). Suppliers must provide protection from exposure to hazardous conditions or materials, including, but not limited to glue, chemicals, and paints, and must enforce the proper and consistent utilization of this protection. Suppliers are expected to comply with all applicable health and safety laws and regulations, including those pertaining to fire safety (e.g. number of fire exits, unobstructed exits, safe door signage). In addition, suppliers are expected to make sure all aisles and hallways are unblocked at all times, all facilities are adequately ventilated, an adequate supply of safe, drinkable water is readily available, and employees have reasonable access to a sufficient number of clean, working toilets.

Suppliers are expected to ensure that appropriate safety devices, including safety switches and automatic stops, are properly installed on all machinery. Suppliers' facilities should be well lit and free from excessive noise (more than 85 decibels). Suppliers are expected to provide all employees necessary safety equipment (e.g., masks, earplugs, gloves, glasses, etc.) and train all employees on safety procedures. Suppliers must ensure that all hazardous materials and chemicals are stored separately from the production area, and that they are labeled in the appropriate local language(s). Suppliers should also make a sufficient number of first aid kits readily available for all employees (at least 1 kit per production department).

If a dormitory is provided, the dormitory must not be the same building as the production area. The dormitory should be segregated by gender and large enough to live comfortably (as specified by local law). Each employee should receive his/her own mat or bed for sleeping purposes. The kitchen (either in the dormitory or the manufacturing facility) should be clean and certified as safe.

2. Protection of the Environment. Suppliers are expected to comply with all local environmental laws and regulations including those relating to a) storage, treatment and disposal of hazardous materials and chemicals; b) discharge of wastewater and storm water; and c) facility air emissions into the environment. In addition, Brown Shoe encourages its suppliers to conduct business so as to minimize waste, maximize recycling, and protect its workers.

Chemicals and other materials which may pose a hazard, if released into the environment, must be identified and managed to ensure safe handling, movement, storage, treatment, recycling, reuse or disposal. The treatment of hazardous materials and chemicals must be conducted in accordance with local laws and regulations. Wastewater, storm water and solid waste must be monitored, controlled and treated as required by local laws prior to discharge or disposal, including recycling. Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and other materials which may pose a hazard if released into the environment must be properly characterized, monitored, controlled, treated and purified prior to emission into the environment.

Suppliers are expected to obtain, maintain, and keep current all required environmental permits, registrations, approvals and licenses. Suppliers are also responsible for following the operational and reporting requirements of such permits, registrations, approvals and licenses.

C. COMPLIANCE WITH LAWS

1. Generally. Suppliers are responsible for complying in all respects with applicable laws, regulations, administrative rules and requirements. Further, suppliers are expected to take reasonable measures to ensure that its contractors and subcontractors, including employment agencies, are made aware of, and comply with, these standards.

2. Customs. Suppliers are responsible for complying with all applicable US Customs laws and as well as Brown Shoe's security policies and procedures under the Customs–Trade Partnership Against Terrorism (C–TPAT) initiative. Suppliers must not engage in or have knowledge of illegal transshipment or willful manipulation of country of origin in connection with any product made on behalf of Brown Shoe. To remain in compliance with US Customs rules and regulations, suppliers must ensure that all disclosures are honest and accurate.

3. Anti-Corruption Legislation. Suppliers are responsible for complying with the anti-bribery legislation of the country of manufacture and this Code, and must take no action that would subject Brown Shoe to penalties under US or non-US laws, regulations or administrative requirements, including the US Foreign Corrupt Practices Act.

4. Illegal Payments. In connection with their activities on behalf of Brown Shoe, suppliers will not directly or indirectly through a third-party intermediary pay or provide, or offer to pay or provide, any

monies or other items of value (including, e.g., gifts, meals, contracts, entertainment, employment, hospitalities, and sponsorships that are not permitted by Brown Shoe) to (i) an officer or employee of a government department, agency, instrumentality (including a government-owned commercial enterprise) or public international organization, or any person acting on behalf of any such entity; or (ii) any political party or official thereof or any candidate for public office, in order to obtain, retain or direct business to any person.

D. MANAGEMENT

1. Implementation, Documentation, and Inspection. Suppliers are responsible for taking appropriate steps to implement and maintain procedures to remain in compliance with this Code. Such steps should include clear identification of individual(s) responsible for ensuring implementation and periodic review of the supplier's practices, risk assessment/risk management, training, corrective action and on-site retention of all required documentation (for a period of at least 1 year).

Brown Shoe expects validity and transparency of these procedures and documentation, and reserves the right to audit suppliers for compliance. Brown Shoe audits may include some or all of the following: on site inspections, employee and management interviews, and documentation reviews. In addition, these audits may be unannounced or announced and may be performed by a Brown Shoe employee or contracted third party.

Suppliers must not attempt to bribe or unduly influence in any way any audit. Also, a supplier must not provide incentives of any kind to its employees in exchange for their silence, or for providing false or untruthful information to Brown Shoe representatives or auditors.

Brown Shoe reserves the right to require suppliers to post the Code in a language understood by the workers.

2. Enforcement and Corrective Action. Brown Shoe expects its suppliers to fully understand this Code, and is committed to doing business with suppliers that meet or exceed the standards set forth in this Code. In enforcing the Code, Brown Shoe embraces the concept of "continual improvement", and encourages its suppliers to promote best practices and work towards continual improvement throughout their production operations.

Brown Shoe reserves the right to refuse to enter into a business relationship with a new supplier or to terminate its business relationship with any existing supplier who violates the standards set forth in this Code. Brown Shoe reserves the right to terminate its business relationship with any supplier who fails to have a program in place to monitor its compliance with the Code.

Brown Shoe welcomes inquiries concerning the Code at brownproductioncodeofconduct@brownshoe.com.

SUMMARY OF PRODUCTION CODE OF CONDUCT

Revised October 2011

This is a summary of the Brown Shoe Company, Inc. Production Code of Conduct (the “Code”). Brown Shoe is committed to being a responsible corporate citizen and, as such, is an active participant in the footwear industry’s program to ensure workers’ rights globally. As part of this commitment, Brown Shoe has developed the Code with a broad set of standards for all of its suppliers¹. In enforcing this Code, Brown Shoe embraces the concept of “continual improvement” and encourages its suppliers to promote best practices and work towards continued improvement throughout their production operations. If you would like a complete copy of the Code, please email brownproductioncodeofconduct@brownshoe.com.

A. LABOR

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3. Wages and Benefits. We believe it is our suppliers’ responsibility to comply with all applicable wage laws and regulations as well as prevailing local industry standards and practices, including those relating to minimum wage, overtime, piece rates, and legally mandated benefits. Further, employees should receive a payment statement denoting pay calculations as well as deductions. Employees should receive time off for public holidays and leaves in accordance with local laws.

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6. Nondiscrimination. Suppliers are expected to engage in lawful employment and to not discriminate in hiring, wages, benefits, promotion, or termination on the basis of any legally protected characteristic or category. Suppliers are expected to take reasonable measures to ensure that its contractors and subcontractors, including employment agencies, are made aware of, and comply with, these standards.

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B. WORKPLACE ENVIRONMENT

1. Safety and Health. Suppliers are responsible for providing their workers with safe and healthy work environments, including production areas and dormitories (if provided). Suppliers must provide protection from exposure to hazardous conditions or materials and must enforce the proper and consistent utilization of this protection. Suppliers are expected, at a minimum, to comply with all applicable health and safety laws and regulations.

2. Protection of the Environment. Suppliers are expected to comply with all local environmental laws and regulations including those relating to storage, treatment and disposal of hazardous materials and chemicals; discharge of wastewater and storm water; and facility air emissions into the environment. In addition, Brown Shoe encourages its suppliers to conduct business so as to minimize waste, maximize recycling, and protect its workers.

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D. MANAGEMENT

1. Implementation, Documentation, and Inspection. Suppliers are responsible for taking appropriate steps to implement and maintain procedures to remain in compliance with this Code. Brown Shoe expects validity and transparency of these procedures and documentation. Furthermore, Brown Shoe reserves the right to audit the suppliers for compliance, which may include inspections, employee and management interviews, and documentation reviews. These audits may be unannounced or announced and may be performed by a Brown Shoe employee or contracted third party. Further, Brown Shoe reserves the right to require suppliers to post the Code in a language understood by the workers.

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