



RAISEfashion, Inc.
CODE OF CONDUCT FOR ADVISORS

Updated: 09.16.20

RAISEfashion, Inc. provides pro bono consulting services specializing in the fashion industry. The network consists of experienced "Advisors" volunteering their time in order to coach, mentor, and provide problem-solving support to Black-owned fashion brands, "Advisees." This organization recognizes the racial bias and discrimination that can undermine the success and potential of some Black designers and business owners. RAISEfashion network was created as a powerful response against this type of oppression. The volunteer Advisors have before them a proactive and energized network with an opportunity to create positive systemic change. In participating in this network, Advisor agrees to the below principles and code of conduct, ensuring accountability and transparency in the way RAISEfashion delivers its support.

RAISEfashion reserves the right, at its sole discretion, to change, modify, add, or delete portions of this Code of Conduct at any time without notice. These terms are posted at www.raisefashionnow.org with the date these terms were last revised. Your continued use of the Website after any such change constitutes your acceptance of the new Code of Conduct. It is your responsibility to regularly check the Website to determine if there have been changes to this Code of Conduct and to review such changes.

Advisor Guiding Principle

I shall always strive to act in the best interests of the Advisee. In practice, any course of action will usually present specific advantages and specific disadvantages, and the optimum course of action will often not be clearly defined. Under no circumstances, however, shall I further other interests by intentionally advising the Advisee to follow a course of action that is clearly detrimental to the best interests of the Advisee; for example, I shall not place my interests, my employer's interests, the interests of a professional society or sponsor, or the interests of any other party above the interests of the Advisee.

Advisor Code of Ethics

As a participating Advisor in the RAISEfashion program, I agree to abide by the RAISEfashion Code of Ethics for Advisors. I agree that if I violate of any rule of the RAISEfashion Code of Conduct for Advisors, RAISEfashion may suspend or terminate my participation as Advisor in the RAISEfashion program.

1. **RESPECT.** As a professional, I am responsible for adding value to RAISEfashion and for contributing to the ethical success of this network. I must show respect for the feelings, wishes, rights, and traditions of others. I agree to represent myself honestly, and accept professional responsibility for my individual decisions and actions.
2. **ADVOCATE.** In my role as an Advisor, I have an opportunity to provide specialized recommendations based on a wealth of industry knowledge. It is my responsibility to share business insights gained through years of training and real-world experience. Although I am under no obligation to facilitate any introduction, in certain cases, and at my own prudent judgement, I may facilitate introductions through my respective networks in order to break down barriers to entry. I am also an advocate for RAISEfashion by engaging in activities that enhance its credibility and value.
3. **INSPIRE.** I have an obligation as a senior-level expert in my industry to strongly mobilize others to achieve their business goals. I must strive to make connections, build meaningful relationships, and demonstrate to my Advisees that I truly care about changing their business, and in turn, changing my industry.

4. **SUPPORT.** In addition to feedback and guidance, I can provide support and enthusiasm. As I know, starting a business can have many ups and downs; more so if the entrepreneur comes from a marginalized population. The knowledge that I, in my capacity as Advisor, am rooting for the success of my Advisees, can make a fundamental positive difference in their businesses and career aspirations. I must celebrate and uplift my Advisees' successes.
5. **EMPOWER.** The most important role I can play is to provide guidance but not answers, enabling my Advisees to discover the right course of action on their own. I must act as an objective sounding board, leveraging my experiences but not imposing them. By navigating the various challenges and opportunities that arise with me as their Advisor, my Advisees will not only uncover the answers to their questions, they will learn a lifelong skill that will serve them and their business well into the future.

Advisors Code of Conduct

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Rule 1. Confidentiality. I shall not use any ideas, products, or materials that an Advisee has, or may develop, for any reason. I maintain the confidentiality of all ideas, products, or materials that have been entrusted to me by my Advisee. Except as provided below, I shall not disclose to any third party any personal details of my communications with my Advisee without prior permission of my Advisee.

Rule 2. Availability. I shall be available for a minimum of one (1) hour a month to communicate with my Advisees. It is my responsibility to coordinate with RAISEfashion should I become unavailable for an extended amount of time. If I cannot commit sufficient time to fulfill the Advisee's needs, I will notify RAISEfashion at info@raisefashionnow.org so that my Advisee can be matched with another Advisor.

Rule 3. Communications. In my communications with my Advisee, (1) I shall not use offensive language, and (2) I shall not transmit offensive images. Offensive language includes, but is not limited to, (a) profanity or verbal abuse directed towards the Advisee, (b) sexually suggestive comments directed towards the Advisee, and (c) derogatory remarks directed towards any individual or group of individuals based on religion, race, color, ethnicity, country of origin, age, sex, sexual orientation, or sexual identity. Offensive images include, but are not limited to, (a) images that are sexually suggestive, lewd, or pornographic and (b) images that include offensive language, as described above. "Communications" refers to communications via any media; for example, in-person, phone, mail, photographs, voice-mail, audio conferencing, video conferencing, audio recordings, video recordings, e-mail, electronic text messaging, computer files supplied on physical media, and computer files transferred electronically. This list is not exhaustive.

Rule 4. Topics for Discussion. If my Advisee expresses unwillingness, reluctance, or discomfort in discussing any topic that I have raised, I shall promptly cease pursuing that topic. RAISEfashion does not provide a comprehensive list of appropriate and inappropriate topics and does not provide guidance on the degree of personal detail to be shared. Advisee and I should agree on the topics that we are comfortable discussing and on the degree of personal details that we are comfortable sharing.

Rule 5. Personal Relationships. I shall not pursue a romantic or sexual relationship with my Advisee.

Rule 6. Criminal Activity. I agree not to engage in any criminal activity. If I do engage in such activity, I understand that I am fully responsible to the fullest extent of the law and that I will retain my own legal counsel at my own expense, pay any and all necessary fines and other costs, and agree to hold RAISEfashion (or all necessary entities here and its affiliates, agents, directors and representatives) harmless.

Rule 7. Indemnification. I shall defend, indemnify and hold harmless RAISEfashion's board, advisory committee, representatives, successors, affiliates, corporate partners, officers, directors, employees, agents, volunteers, attorneys, and assigns against and from any claims, demands, judgments, awards, fines, lien, loss, liability, damage, expense, and cost of any kind or character (including reasonable

attorneys' fees and costs) to the extent they arise out of any claim or action relating to my involvement with RAISEfashion. My indemnification obligations under this section will include any and all liabilities, losses, costs, damages, and expenses (including court costs and reasonable attorneys' fees) associated with each claim. This section shall survive the termination or expiration of my engagement with RAISEfashion.

Rule 8. Prohibited Advice. I shall not provide medical, mental-health, legal, or tax advice to my Advisee. Even if I am coincidentally a qualified professional (for example, if the Advisor is a physician, psychologist, attorney, or accountant), I shall not provide medical, mental-health, legal, or tax advice to my Advisee. Within the RAISEfashion program, I provide guidance for the academic and professional development of the Advisee. If any of these topics are raised, I will inform my Advisee to seek the assistance of a qualified professional outside the RAISEfashion network.

Rule 9. Knowledgeable Advice. I shall provide advice only on topics in which I have knowledge. I shall refrain from providing advice on topics in which I have little or no knowledge. I acknowledge that incorrect advice can have detrimental consequences. If I am not an expert in the area being questioned, I shall seek the assistance of a colleague who does have experience by liaising with RAISEfashion. If RAISEfashion cannot provide an alternate expert, I shall inform the Advisee that they need to seek advice from someone knowledgeable. In particular, academic and industrial practices can vary substantially from country to country, therefore this should especially be the case depending in which country the Advisee is conducting business.

Rule 10. Advisor's Representations and Warranties Regarding Their Credentials. I represent and warrant that the credentials that I have presented to RAISEfashion are true, correct, and accurate.

Rule 11. Meetings in Person. If an Advisee does not wish to meet in person, I shall not insist on a meeting. Meetings shall take place in the circumstances that are most convenient for both parties.

Rule 12. Fees. I acknowledge that I am freely volunteering my time and expertise, and shall not charge my Advisee any fees for the services I provide as part of RAISEfashion program.

Rule 13. Pro Bono Consulting Services. RAISEfashion, Inc. is a non-profit organization offering pro bono consulting services within the fashion industry. The views, information, and opinions expressed by RAISEfashion, Inc.'s board, advisory committee, representatives, successors, affiliates, corporate partners, officers, directors, employees, agents, volunteers, attorneys, and assigns (together, "RAISEfashion") are solely the views of the individuals themselves, and do not necessarily reflect the views of RAISEfashion, Inc. or any other organization that the individuals work for or otherwise are affiliated with. The information shared is intended to provide guidance for the advisees in developing their own ideas and methodologies. These views are subject to change at any time and should not be held in perpetuity. As the nature of RAISEfashion is on a purely volunteer basis, consultations do not guarantee access to any companies or other groups the volunteers may be professionally or personally associated with. RAISEfashion and the volunteers themselves assume no liability for any losses, damages, or delays arising from any services provided by RAISEfashion.

Rule 14. Business Relationships. Pro bono consulting offered through RAISEfashion may result in business relationships formed between volunteers and advisees. RAISEfashion, at their own discretion, may also make introductions for advisees in certain cases outside the vetted advisory network, which may result in a business relationship. Should this be the case, the resulting business relationship shall not be deemed under any circumstances to be connected to RAISEfashion. I shall not pursue a business relationship with my Advisee in which my Advisee derives no benefit. RAISEfashion assumes no liability for any losses, damages, or delays arising from any such relationships involving beneficiaries.

Rule 15. Forms & Documents. RAISEfashion may make available through its website template forms, checklists, and business documents (collectively, "Documents"). All Documents are provided on a non-exclusive license basis for guidance and further reading. Documents are provided without any representations or warranties, express or implied, as to their suitability, completeness, timeliness, and/or accuracy. The Documents are provided "as is," and beneficiaries may choose or choose not to use the Documents at their own risk.

Rule 16. Duty to Report Code Violations. If I observe any Advisor or Advisee behaving in a manner that violates the RAISEfashion Code of Conduct for Advisors or the RAISEfashion Advisee Terms and Conditions, I shall promptly report my observations to the RAISEfashion Board of Directors at info@raisefashionnow.org.

I HEREBY CERTIFY:

I have read and I understand the above-described RAISEfashion Code of Ethics and Code of Conduct for Advisors, and I agree to comply with these Codes at all times during my engagement as a RAISEfashion Advisor.

Printed Name

Signature

Date