NEW LOOK

SUPPLIER - AI GOVERNANCE POLICY

1. Application of this policy

This policy applies to any supplier engaged by or on behalf of New Look that uses a Supplier AI Tool in providing goods or services to New Look, including where that Supplier AI Tool accesses, processes, generates, analyses or stores New Look Data (each a **Supplier**).

New Look may specify that particular requirements apply only to a defined service, use case, Supplier AI Tool or category of Supplier, having regard to the nature and risk of the relevant activities.

2. Definitions

The following definitions apply in this policy:

Agentic AI	AI capability that can plan or perform multi-step actions toward a goal, including by using tools, calling systems, generating Outputs, triggering workflows or making recommendations with limited human intervention.
AI Incident	Any actual or suspected unauthorised use of a Supplier AI Tool, unauthorised disclosure or processing of New Look Data by or through a Supplier AI Tool, material failure or inaccuracy of a Supplier AI Tool or Output, infringement of third-party rights arising from a Supplier AI Tool or Output, AI-related security incident, AI related privacy incident, unlawful discriminatory outcome caused or materially influenced by a Supplier AI Tool, or other AI related event that has caused, or is reasonably likely to cause, material harm to New Look, New Look Data, or any person.
Confidential Data & PII	Sensitive business information and Personally Identifiable Information (such as customer names, financial data, or employee records) that must never be entered into Public or Consumer AI Tools.
Generative AI	A category of artificial intelligence designed to create new content, such as text, images, code, or audio, based on patterns it has learned from existing vast datasets.
Material Change	A change to a Supplier AI Tool, model, provider, subprocessor, hosting or processing location, intended use, functionality, data type or level of autonomy that materially affects its risk profile or New Look's exposure to it.
New Look Data	All data, information, materials, content, prompts and inputs provided or made available by or on behalf of New Look, and all data and information generated, derived or inferred from them, including Personal Data and New Look confidential information.

Output	The final result—such as a drafted document, data summary, or generated image—produced by an AI system in response to a user's Prompt.
Personal Data	Any information relating to an identified or identifiable natural person.
Prompt	The specific instructions, questions, or text input into to a Supplier AI Tool to request a specific action or Output.
Public or Consumer AI Tools	A publicly available, free-tier, personal or consumer-grade AI service not subject to enterprise-grade contractual, security and governance controls appropriate to the services provided to New Look. .
Supplier AI Tool	Any artificial intelligence system, model, application, functionality or capability, including Generative AI and Agentic AI, that a Supplier or Supplier Personnel owns, licenses, operates, procures, accesses or embeds within the Supplier's systems or services, in each case for use in providing goods or services to New Look.
Supplier Personnel	The Supplier's employees, workers, contractors, consultants, subcontractors, agents and representatives who use, manage or oversee Supplier AI Tools in connection with the provision of goods or services to New Look.

3. About this policy

This establishes the requirements that Suppliers must comply with when using Supplier AI Tools, including Generative AI and Agentic AI, to provide goods or services to New Look.

New Look permits the informed, responsible and ethical use of Supplier AI Tools by Suppliers and Supplier Personnel in providing goods or services to New Look.

This policy supplements, and does not replace, the Supplier's obligations under any agreement. If there is any conflict between this policy and the agreement, the agreement will prevail unless the agreement expressly provides otherwise.

4. Responsibility & Scope

The Supplier must ensure that it and all Supplier Personnel comply with this policy. The Supplier remains responsible for all use of Supplier AI Tools undertaken in providing goods or services to New Look by the Supplier, Supplier Personnel and its subcontractors and service providers.

This policy applies to the Supplier's use of Supplier AI Tools in providing goods or services to New Look. It applies regardless of where the use takes place, or the device used, or whether the Supplier is working on New Look's premises, remotely or from another location.

The Supplier must ensure that each subcontractor, AI provider and other third party involved in the Supplier's use of a Supplier AI Tool to provide goods or services to New Look is bound by written

obligations that are no less protective of New Look than the applicable requirements of this policy. The Supplier remains responsible for their acts and omissions as if they were those of the Supplier.

5. Supplier AI Tools

Before using any Supplier AI Tool to provide goods or services to New Look, the Supplier must ensure that:

- the Supplier AI Tool is appropriate for the relevant use case;
- the use of the Supplier AI Tool complies with this policy, the applicable agreement and all applicable laws and regulatory requirements;
- appropriate technical, organisational, security and governance measures are in place having regard to the nature of the Supplier AI Tool, the relevant use case and the New Look Data involved; and
- any approval, notification or assessment expressly required by New Look or the applicable agreement has been completed.

The Supplier must not use a specific Supplier AI Tool to provide goods or services to New Look where New Look has prohibited that tool by written notice.

The Supplier remains responsible for selecting and managing Supplier AI Tools. Prior New Look approval is required only where the applicable agreement, this policy or a written notification from New Look expressly requires it. The Supplier must comply with any conditions, restrictions or written instructions notified by New Look in connection with the Supplier's use of a Supplier AI Tool for the provision of goods or services to New Look.

6. Risks associated with AI

The use of Supplier AI Tools in providing goods or services to New Look may create risks relating to privacy, confidentiality, information security, intellectual property, accuracy, bias, regulatory compliance, operational resilience and the rights and interests of individuals.

The Supplier must identify, assess, document and mitigate the risks arising from its use of Supplier AI Tools to provide goods or services to New Look. The measures applied must be appropriate and proportionate to the nature of the Supplier AI Tool, the relevant use case, the New Look Data involved and the potential impact on New Look or any person.

Relevant AI-related risks include:

- **Privacy and data protection:** the unauthorised or incompatible use, combination, inference, disclosure or retention of Personal Data, including the use of Personal Data for purposes other than those for which it was collected**;**
- **Accuracy and reliability:** inaccurate, misleading, incomplete or fabricated Outputs, including hallucinations, and the risk that such Outputs are used or relied upon without appropriate validation**;**
- **Intellectual property and confidentiality**: the unauthorised use or disclosure of New Look Data, confidential information or third-party materials, or the generation or use of Outputs that infringe third-party rights.

- **Hallucinations/distortion**: AI can generate realistic but fake content that may be detrimental to the rights of individuals through the creation and dissemination of false or misleading information.
- **Automated decision-making risks**: decisions or recommendations made or materially influenced by AI without appropriate human oversight or in circumstances restricted by applicable law.
- **Cyber security**: unauthorised access, data leakage, model manipulation, malicious content, social engineering, vulnerabilities in any Supplier AI Tools or integrations, and risks arising from AI providers, sub processors or other third parties.
- **Bias and discrimination**: discriminatory, unfair or otherwise inappropriate Outputs or outcomes, including those arising from biased data, models, assumptions or system design.

The Supplier must keep its risk assessment and mitigation measures under review throughout the period in which the relevant Supplier AI Tool is used to provide goods or services to New Look and must address any Material Change or AI Incident in accordance with this policy.

7. Permitted Use

A Supplier AI Tool may be used in providing goods or services to New Look only in accordance with the applicable agreement, this policy, any written instructions from New Look and any prior New Look approval expressly required by any of them, and subject to the Supplier's contractual, security, privacy, confidentiality, intellectual property, audit and monitoring obligations.

Suppliers and Supplier Personnel must ensure that Supplier AI Tools are used only to provide the agreed goods or services in accordance with the applicable agreement, this policy and any written instructions from New Look and must exercise appropriate judgement when determining whether AI is suitable for the relevant activity.

8. Assurance, Accountability and Human Oversight

Supplier Assurance

Where reasonably required having regard to the nature and risk of the Suppliers use of Supplier AI Tools to provide goods or services to New Look, the Supplier must maintain accurate records relating to those Supplier AI Tools. Such records must include, to the extent relevant and reasonably available, the relevant use case, responsible owner, data types, provider, hosting and processing locations, material subprocessors and Material Changes.

The Supplier may satisfy this requirement through its existing registers, subprocessor lists or other governance records. Any requirement to maintain or provide a specific register or additional information on an ongoing basis will be subject to the applicable agreement.

Accountability and Human Oversight

The Supplier remains responsible for all inputs, outputs, decisions, actions and contractual performance involving a Supplier AI Tool. AI assistance does not transfer or reduce that responsibility.

The Supplier must ensure that Outputs are reviewed and validated by suitably qualified personnel before they are used or relied upon. The nature and extent of the review must be proportionate to the risk and intended use of the Output.

Monitoring and Review

The Supplier must implement and maintain appropriate monitoring, testing and review procedures for any Supplier AI Tool used to provide goods or services to New Look. Such procedures must be proportionate to the nature, risk and intended use of the Supplier AI Tool and must include periodic reviews of performance, accuracy, reliability, security, bias, regulatory compliance and continued suitability for the relevant use case.

The Supplier must maintain records of such monitoring and reviews and, on reasonable request, provide New Look with evidence of the monitoring undertaken, its frequency and any material findings or remediation actions identified.

9. AI Incidents and Reporting

The Supplier must notify New Look without undue delay and, in any event, within 24 hours of becoming aware of an actual or suspected material AI Incident, using the contact or escalation route notified by New Look.

The Supplier must promptly take reasonable steps to contain, mitigate and remediate the AI Incident, preserve relevant evidence and provide New Look with such information and co-operation as New Look may reasonably require.

10.Supplier Policies

The Supplier may maintain and apply its own AI governance, information security, data protection or related policies and procedures in connection with the goods or services it provides to New Look, provided that they are no less protective of New Look, New Look Data and New Look's interests than the applicable requirements of this policy.

The Supplier must promptly notify New Look of any material inconsistency between this policy and the Supplier's policies or procedures.

Compliance with the Supplier's policies or procedures does not relieve the Supplier of its obligations under this policy or the applicable agreement.

11.Data Protection

Where Suppliers process New Look Data using Supplier AI Tools to provide goods or services to New Look, Suppliers must ensure that such activities are carried out in accordance with data protection laws.

Suppliers must ensure that New Look Data is not processed in Public or Consumer AI Tools unless the applicable agreement permits it, appropriate contractual, security and governance controls are in place, and New Look has approved the relevant use in writing.

Where a Supplier AI Tool is used, New Look Data may be processed only in accordance with this policy, the applicable agreement and any written instructions from New Look and any approval expressly required by the applicable agreement, this policy or such instructions.

Where Suppliers process New Look Data using Supplier AI Tools, this data should be anonymised or pseudonymised where reasonably practicable.

The Supplier must not change the location in which New Look Data is hosted, accessed or processed, or appoint a new subprocessor that will process New Look Data, except as permitted by the applicable agreement and subject to any notice, objection or approval rights set out in that agreement.

12.Prohibited Use

The Supplier must not and must ensure that its AI providers and subcontractors do not, use New Look Data, Prompts, Inputs, Outputs, usage data or feedback to train, retrain, fine-tune, ground, improve, test, benchmark or validate any AI model, system or service, or for the benefit of any other customer or third party, without New Look's prior written approval.

The Supplier and Supplier Personnel must not use a Supplier AI Tool for any unlawful, unethical or malicious purpose, including to bypass or undermine security controls; identify, probe or exploit vulnerabilities without New Look's prior written authorisation; generate or distribute malicious code or malware; facilitate unauthorised access; or compromise the confidentiality, integrity or availability of New Look's or any third party's systems, data or services.

The Supplier and Supplier Personnel must not input or upload third-party material to a Supplier AI Tool unless they have the rights, permissions or other lawful authority necessary for that use. New Look Data must not be processed in a Public or Consumer AI Tool unless the applicable agreement permits it, appropriate contractual, security and governance controls are in place, and New Look has approved the relevant use in writing. Any contractual data or subprocessor approval requirements continue to apply.

The Supplier must not use or configure Agentic AI to make decisions or take actions affecting New Look, its customers, employees, workers, suppliers or other individuals connected with New Look, without appropriate human oversight, unless New Look has expressly approved the relevant use in writing.

13. Requirements for Use

When using Supplier AI Tools to provide goods or services to New Look, Suppliers Supplier Personnel must comply with the following requirements:

- ensure that each Supplier AI tool, use case and data type remains within the agreed goods or services and complies with the applicable agreement, this policy, any written instructions from New Look and any expressly required approval;
- apply data minimisation by limiting New Look Data entered into or otherwise processed by a Supplier AI Tool to the minimum reasonably necessary to provide the agreed goods or services;
- protect credentials and access;
- review and validate outputs for accuracy, bias, appropriateness and rights clearance;
- retain the records required by this policy or the applicable agreement; and
- stop the relevant AI use and notify New Look if an AI Incident or Material Change occurs.

When using Supplier AI Tools to provide goods or services to New Look, Suppliers and Supplier Personnel must comply with the following guidelines:

- **Data Protection**. Ensure that the New Look Data is processed only in accordance with the applicable agreement, this policy, any written instructions from New Look and any expressly required approval.

- **Intellectual property rights and licensing**. Review and comply with any relevant licensing conditions regarding intellectual property rights in the Supplier AI tool's terms of use and ensure that third party proprietary data or material is not entered into the Supplier AI Tool as a Prompt without the third party's permission.

- **Be secure.** Suppliers and Supplier Personnel must comply with New Look's notified information security requirements and their contractual security obligations.

- **Review outputs and understand limitations**. The Supplier must ensure that all Outputs are reviewed and validated by appropriately qualified personnel before they are used or relied upon. The nature and extent of the review must be proportionate to the intended use, associated risks and potential impact on New Look. The Supplier must take reasonable steps to verify the accuracy, completeness, appropriateness and reliability of each Output.

- **Ethical and responsible use**. Suppliers and Supplier Personnel must use Supplier AI Tools ethically, responsibly and in accordance with applicable laws, this policy, New Look's notified policies and the Supplier's contractual obligations.

- **Third-party add-ons and integrations**. The Supplier and Supplier Personnel must not install, enable or use any third-party add-on, plug-in, connector or integration used with a Supplier AI Tool unless its use complies with this policy and the applicable agreement.

- **Compliance with law.** The Supplier must comply with all laws, including the EU AI Act where it applies to the relevant activities, and regulatory requirements applicable to its development, provision or use of Supplier AI Tools to provide goods or services to New Look, including applicable data protection, consumer protection, intellectual property, equality, employment, competition, product safety and sector-specific requirements.

14.Training and Technical Support

The Supplier must ensure that Supplier Personnel using Supplier AI Tools to provide goods or services to New Look are appropriately trained and competent to do so.

The Supplier remains responsible for supporting any Supplier AI Tool unless otherwise agreed in writing.

15.Auditing and Monitoring

Subject to the applicable agreement, New Look may monitor and audit the Supplier's compliance with this policy and may require the Supplier to provide evidence of approvals, risk assessments, records,

Outputs, AI Incidents, Material Changes and other information reasonably required to demonstrate compliance.

16. Breach of Policy

Where an actual or suspected breach of this policy occurs, and to the extent permitted by the applicable agreement, New Look may require the Supplier to investigate, remediate or cease the affected use of a Supplier AI Tool, re-perform affected services or deliverables, provide evidence of remediation, suspend relevant access to New Look systems and provide information regarding the steps taken. Nothing in this policy creates rights or remedies beyond those available to New Look under the applicable agreement or applicable law.

Suppliers and Supplier Personnel must read, understand, and comply with this policy when using Supplier AI Tools to provide goods or services to New Look and are responsible for familiarising themselves with its requirements. Failure to read the policy is not an excuse for non-compliance.