

Suppliers Code of Conduct

I. INTRODUCTION

The principles herein included set forth the commitment of _____ ("TheCompany") to conduct its business in full compliance and respecting social standards, acting with responsibility and due awareness of corporate ethics, in accordance with applicable law regarding health and safety, working conditions, child labor, forced labor, wages and hours, freedom of association, the right to bargain collectively, and prevention of discrimination and harassment. These principles have been informed by, and in many instances incorporate, human rights, labor rights and anti-corruption standards enunciated by the United Nations and other respected international bodies.

The Company requires and expects all its suppliers, manufacturers and/or subcontractors ("the Suppliers"), to abide and fully comply with the same principles and high standards of compliance. Accordingly, this document sets forth such requirements and commitments that all the Suppliers undertake by having such capacity or condition with respect to the Company.

II. CODE OF CONDUCT

The Company requires that all products offered with its trademarks be produced in facilities that meet specific criteria, as set forth below:

Compliance with Applicable Laws and Regulations

Our Suppliers must comply with all applicable laws and regulations, including but not limited to all labor laws, environmental laws and regulations, and all laws, regulations and internationally adopted restrictions concerning bribery and corruption.

Working Conditions

The Company is opposed to all exploitative working conditions. Our Suppliers must provide their workers with a safe and healthy workplace and safe working conditions. Suppliers must engage in efforts including:

- Complying with or exceeding all applicable local laws regarding sanitation and risk protection.
- Maintaining proper lighting and ventilation.
- Keeping aisles and exits accessible at all times.
- Maintaining and servicing all machinery to ensure employees safety.
- Sensibly storing and responsibly disposing of hazardous materials.
- Having an appropriate emergency medical and evacuation response plan for its employees.
- Never using corporal punishment or any other form of physical or psychological coercion on any employee.
- Facilities that provide housing to their employees as a benefit of employment must ensure that such housing be kept clean and safe.

Child Labor

The Company supports the elimination of exploitive child labor. No one under the local legal age limit may be allowed to work in a facility that produces products for the Company.

The term "child" will be governed by the national law of the country in which the production is being conducted, including laws defining the age for completing compulsory education. If the laws of that country do not provide a definition or if the definition includes individuals below the age of 16, we define a "child" to be anyone below 16 years of age.

Forced Labor

Our Suppliers must not use forced labor, whether in the form of prison labor, indentured labor, bonded labor, or otherwise. The Company condemns all forms of forced and compulsory labor.

Wages and Benefits and Equal Pay for Equal Work

Our Suppliers must abide with all applicable laws relating to wages and benefits, and must pay at least the legally prescribed minimum wage.

The Company honors the right to reasonable compensation of a level no less than the legally established minimum-wage.

The Company respects the principle of “equal pay for equal work”, e.g. for men and for women.

Working Hours

Our Suppliers must not require their employees, on a regularly-scheduled basis, to work in excess of the maximum working hours prescribed by applicable laws and regulations. All overtime must be voluntary and must be fully compensated in accordance with the requirements of local law, and except in extraordinary circumstances, employees must be entitled to at least the rest time prescribed by the applicable laws and regulations.

Harassment or Abuse

Our Suppliers must respect the rights and dignity of their employees. The Company rejects human rights abuses, including physical, sexual, psychological or verbal harassment or abuse of workers.

Equal Opportunities and non-Discrimination

Our Suppliers must undertake to uphold equal opportunities with respect to employment and to refrain from discrimination against employees based on gender, race, disability, national origin, religion, age or sexual orientation unless national law expressly provides for selection according to specific criteria.

Workers must be employed, retained and compensated based on their ability to perform their jobs, and must not be discriminated against on the basis of gender, race, color, national origin, religious, ethnic or cultural beliefs, age, or any other prohibited basis.

Freedom of Association

Our Suppliers must respect the rights of their workers to choose (or choose not) to freely associate and to bargain collectively where such rights are recognized by law.

Our suppliers guarantee that their subcontractors will comply with the above rules and principles.

Environment – Air, Noise and Water Pollution

Our Suppliers shall ensure compliance with the environmental laws and regulations pertaining to emissions to ground contamination, the air, noise pollution, discharges to ground and water, and if required by applicable laws and regulations obtain the necessary permits and demonstrate compliance with those permits if requested by the Company.

Chemicals

Our Suppliers shall ensure compliance with applicable laws and regulations pertaining to procurement, storage, handling and use of chemicals. If required, Suppliers shall obtain any necessary permits to acquire, transport, handle, store and/or use of any chemicals that are legally restricted. The Supplier shall demonstrate compliance with those permits, if required by the Company.

Hazardous and non-hazardous waste

Our Suppliers shall ensure compliance with applicable laws and regulations pertaining to handling, storage, utilization, transporting and disposing of hazardous and non-hazardous waste. The procedure shall ensure compliance with legal requirements and if required obtain the necessary permits and demonstrate compliance with those permits as per the Company's request.

Ethics and Maintaining Books and Records

Our Suppliers are to uphold the highest standards of ethics in the development of their ordinary activities, high business integrity and will not take improper advantage of other parties in the development of their business.

Our suppliers shall maintain financial reports, books and accounts to reflect their full transactions with transparency and accuracy.

Confidential information and disclosure of confidential information

For purposes of this document "Confidential Information" means any and all information, whether commercial or technical, relating to the business of the Company, including without limitation, know-how, data, processes, designs, photographs, drawings, specifications, software programs, and samples, but excluding information which: (i) is or comes into the public domain otherwise than by disclosure or default by the Recipient; (ii) was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or (iii) was already known to the Recipient as evidenced by written record pre-dating such disclosure.

Our Suppliers shall exercise all due care to ensure that the Company's Confidential Information remains confidential. Disclosure of Confidential Information to a third party should be on a "need to know" basis, and only with the Company's prior written authorization.

Prior to disclosure of any Company's Confidential Information, our Supplier shall contact the Company to request written authorization and a draft of a non-disclosure agreement acceptable to the Company for the signature of all appropriate parties.

Our suppliers shall promptly report to the Company any possible infringements of Company Confidential Information.

Intellectual Property

All Company's trademarks, designs and patents ("Intellectual Property") are all owned by the company and any unauthorized use of them will cause irreparable damage to the Company in a way that no indemnity will fully remedy.

Our Suppliers shall not use the Intellectual Property for anything different that the performance of these obligations in favor of the Company and will not be deemed as a licensee of the Intellectual Property due to the performance of those obligations, unless expressly established otherwise. Our Supplier shall promptly report to the Company any possible infringements of Company Intellectual Property.

Conflict of interest

Our Suppliers shall not influence a decision or situation that may result in personal gain for themselves or their friends or family or any related companies or facilities or their subsidiaries, officers, directors, agents, representatives or owners at the expense of the Company ("conflict of interest").

Our Suppliers will avoid situations that present potential conflicts of interest, either real or perceived. In no way should Our Suppliers profit from business based on their relationship with employees, representatives or agents of the Company.

If Our Suppliers are in doubt about whether a given action or decision would or wouldn't represent a conflict of interest, they shall consult the Company beforehand.

III. AUDITS

To confirm that our Suppliers are meeting the above principles, the Company has the right to visit and inspect all facilities in any way connected with or related to the Products manufactured for the Company. The Company shall have the right to inspect and audit Our Supplier's facilities with or without notice at the Company's sole discretion, and at the Company's expense.

The Suppliers shall cooperate fully with the Company and its auditors, providing access to all facilities and documents.

Therefore, the Company may conduct on-site audits through its representatives and/or its agents. These audits may include the following components:

- Interview with factory management (opening meeting)
- Payroll and document review
- Health and safety inspection
- Confidential worker interviews
- Debrief with factory management (closing meeting)

At the conclusion of an audit and after all concerns are discussed by the Company's representative with the Supplier's management, a Correction Action Plan (CAP) will be created, if necessary. Supplier's management shall sign the CAP to acknowledge their understanding of the findings. A copy of the CAP will be left with Supplier's management to assist them in resolving deficiencies detected during the audit.

The Suppliers are required to reimburse the Company for all costs and expenses of the audit if the Company found any fault after the audit; otherwise all costs and expenses of the audit will be paid by the Company.