
	CODE OF CONDUCT FOR SUPPLIERS		
	Process owner:	Compliance	18 March 2025
	Distributor:	All Suppliers of PM Studio	
	Priority:	Level 2 (High)	Confidentiality:

PM STUDIO GROUP









CODE OF CONDUCT


FOR SUPPLIERS






ETHICS & BEYOND CHARTA


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KEY PRINCIPLES AND RESPONSIBILITIES

Purpose		<ul style="list-style-type: none"> The purpose of this Code of Conduct is to promote ethical, fair, and sustainable business practices in PM STUDIO's supply chain.
Scope		<ul style="list-style-type: none"> Applies to all PM STUDIO suppliers and their supply chains.
Legal Compliance & Ethical Business Practices		<ul style="list-style-type: none"> Suppliers must comply with all applicable laws, including those on employment, trade, and anti-corruption. Bribery, extortion, money laundering, and unfair business practices are strictly prohibited.
Child Labour		<ul style="list-style-type: none"> No employment of children under the legal working age. Strict verification, monitoring systems, and remediation plans must be in place to prevent child labour.
Forced & Bonded Labour		<ul style="list-style-type: none"> All work must be voluntary. No forced labour, human trafficking, wage withholding, or restriction of movement is permitted. Workers must retain their personal documents.
Freedom of Association		<ul style="list-style-type: none"> Workers must be allowed to form and join trade unions and engage in collective bargaining without fear of retaliation.
Working Conditions		<ul style="list-style-type: none"> Wages must meet or exceed legal standards. Working hours must comply with law and industry standards, and overtime must be voluntary and compensated.
Non-Discrimination		<ul style="list-style-type: none"> Discrimination in any employment practice is prohibited; fair and equal treatment must be ensured.

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Respectful Treatment		<ul style="list-style-type: none"> No physical, verbal, or sexual abuse or harassment. A grievance mechanism and fair disciplinary procedures must be in place. Workers must not be penalized for reporting concerns.
Health, Safety & Security		<ul style="list-style-type: none"> Employers must ensure safe, clean workplaces and dormitories. Key obligations include: Fire safety and emergency procedures Access to clean drinking water, hygienic toilets, and canteens Proper chemical handling, equipment maintenance, and PPE use First aid availability and annual medical checks (as needed)
Environmental Protection		<p>Suppliers must:</p> <ul style="list-style-type: none"> Comply with environmental laws and permits Safely manage waste, emissions, chemicals, and wastewater Promote sustainable raw materials (e.g. organic/recycled fibres) Implement energy and water saving practices Meet regulations like RoHS, REACH, WEEE
Confidentiality & Data Protection		<ul style="list-style-type: none"> Suppliers must protect PM STUDIO's and stakeholders' confidential information and personal data, handle data lawfully, and report breaches immediately.
Management Systems		<p>Suppliers must:</p> <ul style="list-style-type: none"> Inform employees about this Code Keep records proving compliance Allow PM STUDIO to conduct inspections (announced or unannounced) Avoid circumvention through subcontracting or false training

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<p>Whistleblowing & Reporting</p>		<ul style="list-style-type: none"> Suppliers must promote awareness of PM STUDIO's whistleblower system, and report any known human rights or environmental violations in their operations or supply chain to PM STUDIO without delay.
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SUMMARY OF CHANGES

Version 5.0: New Layout, no more changes.

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INTRODUCTION

At PM Studio Group, we believe that business success is not measured solely by the quality of our products or the efficiency of our operations – it is equally defined by the values we uphold, the partnerships we nurture, and the positive impact we create together. Our suppliers are more than just vendors; they are trusted partners in our shared mission to build a supply chain that is **ethical, fair, and sustainable from start to finish**.

This Supplier Code of Conduct sets out the standards and expectations we have for all suppliers, contractors, and business partners in our global network. These standards are designed not merely to comply with the law, but to **set the benchmark** – exceeding societal expectations, industry norms, and applicable regulations. They are rooted in internationally recognised frameworks such as the **United Nations Universal Declaration of Human Rights**, the **International Labour Organization (ILO) Conventions**, and all relevant national and regional laws.

Our guiding values – **Respect, Sharing, Transparency, and Responsibility** – are woven into every requirement of this Code. We expect our suppliers to embrace these values wholeheartedly, integrating them into their workplace culture, decision-making, and daily operations. By doing so, together we can ensure:

- Safe, healthy, and dignified working conditions for every worker.
- Fair and equitable treatment free from discrimination or exploitation.
- Honest, transparent, and accountable business practices.
- A genuine commitment to environmental protection and sustainable resource use.

But this Code is more than a list of rules – it is a **shared commitment**. It is an invitation to collaborate, to identify and address challenges openly, and to continually strive for better. We understand that every supply chain faces complexities, and that improvement is a journey. That is why we welcome honest dialogue, transparency in reporting, and a willingness to take corrective action when needed.

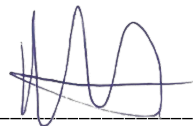
By adhering to this Code, our suppliers not only strengthen their relationship with PM Studio Group, but also demonstrate leadership in building a responsible and resilient supply chain – one that delivers value for businesses, empowers communities, and protects our planet for future generations.

We are proud to stand alongside partners who share our vision. Together, we can achieve more than compliance – we can set a standard of excellence that inspires others to follow.

Paris, 20 March 2025



Patricia Stranik
CEO PM Studio Group




Sven Döbert
General Manager PM Studio Group



Marcus Columbu
CFO PM Studio Group



Matthieu Metivier
COO PM Studio Group

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1. DEFINITIONS

For the purpose of this Ethic & Beyond Code, PM STUDIO recognizes the following definitions:

Child - A “Child Worker” is defined as someone who has not reached their 15th birthday, or any higher age specified in local law for completing mandatory schooling or beginning full time work. However, in strictly limited circumstances, where local law sets the minimum age at 14 years, under ILO convention 138 in accordance with developing country exceptions, the lower will apply.

Child Worker - a Child who is not legally entitled to work i.e. below the minimum age of employment or is under the age of 15 if this is higher.

Child Labour - a general term that includes the employment of a Child Worker or a situation where a Young Worker is exposed to Hazardous Work.

Contract Worker - a contract Worker is someone who is employed or managed by a third party.

Destination Country/Territory - the country/territory where the migrant Worker will work.

Direct employment - an arrangement where a Worker is employed directly by the Supplier.

Discrimination - any form of unequal treatment that is not permitted by law; to include unequal treatment based on age, disability, gender reassignment, marriage and civil partnership, race, religion or belief, sex, and sexual orientation. Discrimination also includes discrimination on the grounds of work status i.e. part-time Worker, fixed term Employee, Agency Worker or Trade Union membership.

Employer - an Employer is a legal entity that provides any form of (permanent, casual, full, or part time) work in return for remuneration and that controls and directs Workers at the workplace.

Employment - a situation where someone, who is not self-employed, agrees to perform a job, service, or task in return for a form of remuneration. The term covers direct employment i.e. for an Employer, or indirect employment i.e. through a Labour Provider other form of agency. Someone providing work is deemed to be employed, regardless of the nature of (or absence of) an employment contract and regardless of the regularity of work, or number of hours worked.


Forced or Compulsory labour - all work or service which is exacted from any person under the menace of any penalty and for which the person has not offered himself voluntarily.

Hazardous Work - any work which, by its nature or the circumstances in which it is carried out, is likely to harm the health and safety of Workers. This includes: working with chemicals, machinery or electrics; working in confined spaces, at height or in excessively hot or cold conditions; being exposed to dust, fumes or loud noise; lifting or carrying heavy loads; working overtime or working at night.

Homeworker - a Worker who performs a stage of manufacturing, assembly, or packaging in his or her home or in other premises of his or her choice, other than the workplace of the Employer.

Indirect employment - an arrangement where a Worker continues to be employed or managed by an agency or Labour Provider while they are working for the Supplier.

Labour Provider - an organisation that employs or manages Workers on behalf of a Supplier.

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Migrant Worker - a migrant Worker is a person who migrates from one territory or country to another to seek employment.

Overtime - includes hours worked more than normal, agreed, or contracted daily or weekly working hours.

Recruitment Agency - an organisation that arranges work for Workers in return for a fee.

Sending Country/Territory - the home country, territory, or region from which the Worker has migrated.

Sub-Contractor - any entity (other than a Recruitment Agency or Labour Provider) that provides an element of manufacturing, assembly, packaging, or a non-stock service to a Supplier.

Supplier - an organisation that manufactures or procures goods or services.

Worker - anyone who is doing work for an Employer, either directly through a Labour Provider or through a third party.

Young Worker - a young person who is legally entitled to work i.e. above the minimum age of employment of 15 and below the age of 18.

2. SCOPE AND APPLICABILITY

The PM STUDIO Ethic & Beyond Code applies to all organisations that manufacture or procure goods or services for PM STUDIO (each individually a “**Supplier**” and collectively the “**Suppliers**”), along with Recruitment Agencies, contractors, Sub-Contractors who provide labour resources to the supply chain.


3. OUR CORE VALUES

The long-term development of PM Studio is linked to its strong experience in the manufacturing and distribution's world, but also to its strong commitment to the protection of its employees, customers, and suppliers. PM Studio is above all a team of women and men united around values such as Respect, Sharing, Transparency and Responsibility. We have decided to draw up this internal Code of Conduct to describe, within the framework of the PM Studio's social and ethical policies, the economic activity of PM Studio and its functioning.

4. OUR MISSION

The PM Studio team is committed to creating ethical and emotional products. To achieve this, the supports its clients in the implementation of their ideas: from a simple brief to the most concrete projects, more than 800 products come to life each year. Each project is unique, and we accompany Studio our clients through to the finished product, while ensuring compliance with the required standards. Our missions are the following: product design/creation, sourcing, production, purchasing, distribution, and quality/logistics follow-up. All these tasks are carried out in an ethical and eco-responsible way, which we wish to share through this Code of Conduct.

At PM Studio, our long-term success is closely linked to a strong commitment to ethical business conduct, social responsibility, and sustainable growth. This Code of Conduct reflects our foundational values – Respect, Sharing, Transparency, and Responsibility – and translates them into practical guidance for everyday decision-making and behavior.

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The Code applies to all employees, managers, and representatives of PM Studio. It serves not only as a set of rules, but also as a statement of who we are and how we act.

5. OUR CORE OBJECTIVES

At PM Studio, we attach a particular importance to our values: Respect, Sharing, Transparency and Responsibility. These 4 core values are fundamental in everything we do: whether it is with our customers, our suppliers, our partner companies, or our employees, we make sure we respect them every day. The purpose of this internal Code of Conduct is to promote respect for these values, and to ensure the professional, ethical, and responsible behaviour of Company and its employees.

To do so, this Code must:


- Facilitate the communication and application of the corporate culture of Company, committed to the
- respect of human and social rights and to the effective integration of its employees.
- Communicate best practices to ensure the responsible and sustainable growth of the company.
- Coach employees and developing a culture of trust and integrity.
- Determine rules for prevention, detection, and cessation of inappropriate or illegal conduct.
- Respect and adhere:
 - To the Universal Declaration of Human Rights.
 - to the Conventions of the International Labour Organisation.
 - the OECD Guidelines (including the fight against corruption)

6. COMPLIANCE WITH ALL APPLICABLE LAWS & REGULATIONS

Suppliers must understand and comply with all applicable laws and regulations, including laws relating to business integrity, employment, health and safety, and environmental protection. Where the requirements of this Supplier Code of Conduct exceed what is required by law, these requirements must be met in addition to legal compliance.

It is the Supplier's responsibility to ensure that the requirements of the Supplier Code of Conduct are met across all its manufacturing sites and by all its employees, managers, members, trainees, and also all of its Sub-Contractors, Labour Providers, advisors, agents, and the like. Suppliers must be able to demonstrate to PM STUDIO that they have carried out sufficient steps to (i) communicate the standards contained within this Supplier Code of Conduct, (ii) monitor levels of compliance and (iii) remedy any areas of non-compliance.

Any actual or suspected cases of non-compliance must be immediately reported to PM STUDIO.

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7. BUSINESS INTEGRITY

PM STUDIO denounces bribery and corruption in all its forms. There shall be no improper advantage sought, including the payment of bribes, to secure business with PM STUDIO, or to influence the outcome of an independent audit or review.

As part of our commitment to high standards of business integrity, PM STUDIO expects its Suppliers to disclose full and accurate information to personnel carrying out periodic audits or reviews to enable them to make a full assessment of all Supplier sites. Attempts to withhold or falsify essential information requested by an PM STUDIO representative shall be treated as a serious non-compliance. PM STUDIO reserves the right to withdraw orders immediately and without notice if there is evidence of a Supplier (or agent of a Supplier) being complicit in bribery or corruption, including any attempt to bribe an PM STUDIO representative.

PM STUDIO reserves the right to withdraw orders and terminate the Supplier Agreement with any Supplier who conceals, falsifies, or withholds information that is material to the business relationship with PM STUDIO.

8. ETHICAL AND RESPECTFUL WORKING ENVIRONMENT


All Suppliers must treat Workers with respect and dignity. We use the standards as a tool to assist us in selecting and retaining business partners who follow business practices consistent with our policies and values.

All Suppliers must take the necessary measures to ensure that all Workers have a legal right to work. PM STUDIO holds its Suppliers responsible for reporting to PM STUDIO any potential or actual breach of applicable laws relating to the operations of Supplier sites and employment of Workers. PM STUDIO requires its Suppliers to actively adopt zero tolerance of any form of forced or compulsory labour associated with the supply chain.

Each Supplier must implement an environment where all Workers feel safe and are respected by their colleagues. The need for a respectful and dignified working environment must be communicated so everyone understands the boundaries of acceptable behaviour. PM STUDIO will support the Suppliers and their supply chains who disclose difficulties in meeting the requirements of this PM STUDIO Ethic & Beyond Code and seek to work with them to put in place necessary improvements or remediation measures.

9. TERMS OF EMPLOYMENT

- 9.1 All Workers' terms of employment must apply with applicable legislation.
- 9.2 As a minimum, there must be agreed terms of employment in place between the Worker and the Employer before the Worker commences work.
- 9.3 Workers must be employed voluntarily and have the freedom to leave their employment.
- 9.4 Workers must be hired and treated based on their ability to carry out their work and their performance. There must not be any form of discrimination or preferential treatment in the hiring, terms of employment, levels of pay, opportunities and treatment of Workers.

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- 9.5 The Employer must make every effort possible to provide regular, secure employment. The use of temporary contracts or agency labour must not be used as a means of denying Workers their rights or benefits under employment law.
- 9.6 Apprenticeships and training contracts are encouraged but must be compensated properly and provide adequate levels of training or development. The health, safety and welfare of apprentices employed under such schemes must be safeguarded.
- 9.7 The responsibility for communicating terms of employment to Migrant and Contract Workers must be well-defined in contracts between the Supplier and recruitment Agencies or Labour Providers. Such contracts must include responsibility for essential induction training.

10. FORCED OR COMPULSORY LABOUR

- 10.1 The Employer shall not use forced, bonded or involuntary prison labour. All people working within the supply chain must be.
- voluntarily recruited and employed.
 - employed legally with a valid right to work.
 - free from any form of coercion or threat.
 - free of any debt to their Employer or Recruitment Agency.
 - paid in full, on time and at a level that meets or exceeds the applicable minimum wage.
 - free to leave their employment, given reasonable notice.
- 10.2 Workers shall be allowed to consult with doctors during working hours.
- 10.3 No deposit or fee shall be retained for securing work or accommodation, tools, training, or personal protective equipment (PPE) or for any other reason.
- 10.4 There shall be no unreasonable restrictions on Workers' freedom of movement relating to entering or exiting accommodation or sites of employment.
- 10.5 Employers, Recruitment Agencies and Labour Providers must not deny Worker's access to their identity or immigration documents. If these are held for safe keeping, it must be done voluntarily with the Worker being able to re-claim such documents on request.
- 10.6 Workers shall not be required to pay Employers' or agents' recruitment fees or other related fees or their recruitment and must not be bonded through other loans or fees. If any such fees are found to have been paid by Workers, such fees must be repaid to the Worker by the Employer, including international travel costs.

11. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING


- 11.1 Workers must be able to communicate openly with their Employer regarding working conditions without fear of reprisal, intimidation, or harassment.
- 11.2 Workers must be free to associate or to join Trade Unions or other organisations that represent them. The Employer must not prevent or discriminate against Workers who wish to associate or bargain collectively. The decision whether to associate should be made solely by the Workers.

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- 11.3 Employers must not attempt to influence the election or choice of Worker representatives or seek to influence a Worker representative to act in the management’s interest.
- 11.4 The Employer shall adopt an open attitude towards the organizational activities of Trade Unions. There should be open communication channels between Employers and Workers regarding conditions without threat of reprisal, intimidation, or harassment.
- 11.5 Where local laws restrict freedom of association and Trade Unions, Employers will allow Workers to form Worker groups/committees, if they so choose. There must not be an unequal representation of management to Workers within these groups/committees.
- 11.6 Where Employers are legally required to consult with Workers, these requirements must be met in full. Formal committees must meet regularly, be adequately attended, and operate effectively in the interests of Workers.
- 11.7 Workers must be allowed to stand as Worker representatives on Trade Unions, works councils or other formal representative groups. They must not be restricted, penalised, or discriminated against and must have access to management and co-Workers to carry out their representative functions.
- 11.8 Where Migrant and/or Contract Workers are employed, they must be adequately represented.
- 11.9 Agreed collective bargaining documentation shall be communicated to Workers and available for the workforce to review.

12. WAGES AND WORKING HOURS

- 12.1 Wages and benefits
 - a) Workers’ wages for a standard working week should meet or exceed national legal standards or the industry benchmark standards, whichever is higher and be at least sufficient to meet basic needs and provide some discretionary income.
 - b) Remuneration must comply with agreed contracts, be on time and made in full. Clear written details must be provided to each Worker, showing how the remuneration has been calculated.
 - c) Wages shall be paid at least monthly.
 - d) The Employer shall provide to the Workers written and understandable information on the wage calculation including:
 - (i) hours worked or piece rate if appropriate.
 - (ii) pay rate.
 - (iii) gross pay.
 - (iv) overtime pays.
 - (v) net pay.
 - e) Overtime must be offered fairly, paid, and managed in accordance with the employment contract and comply with applicable legislation.

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- f) Workers must be provided with all benefits they are entitled to under national or local law e.g. paid leave, bonus, sick pay and/or social security payment contributions and provided to the Worker in a written and understandable form.
- g) Where Workers' basic remuneration is based on their output (piece-rate), the payment must still meet the legal minimum wage. A formal, agreed piece-rate calculation must be in place which ensures that Workers are paid fairly and are able to meet the legal minimum wage, or above, within normal working hours.
- h) The Employer shall pay wages directly to the Worker concerned in legal tender, except as maybe otherwise provided by national laws or regulations or collective agreement arbitration award.

12.2 Deductions

- a) Legally required deductions that entitle Workers to state benefits must be made and passed on by the Employer to the State.
- b) The cost of clothing and protective equipment required to perform work safely must be paid in full by the Employer.
- c) Deductions from wages or any other form of financial penalty must not be used as a disciplinary measure.

12.3 Working hours

- a) The work schedule shall be documented and communicated to the Workers and include the hours at which work begins and ends, as well as where these duties shall be carried out.
- b) Working hours must comply with national laws and collective agreements.
- c) Further to clause 4.3.2, regular working hours shall not exceed 48 hours per week or exceed 60 hours in any 7-day period (except were covered by clause 4.3.4).
- d) Working hours may exceed 60 hours in any seven-day period only in exceptional circumstances where all the following are met:
 - (i) this is allowed by national law.
 - (ii) this is allowed by collective agreement, freely negotiated with the Workers' organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the Workers' health and safety.
- e) Workers shall be provided with at least one day off in every 7-day period or, where allowed
- f) by national law, two days off in every 14-day period.
- g) Overtime must be offered fairly, contracted voluntarily, and paid in accordance with applicable legislation. It must not be used to replace regular employment.
- h) Workers must be able to refuse to work overtime without any form of penalty. Workers who refuse overtime must not be denied the opportunity to work overtime in the future.
- i) There must be adequate management systems in place to ensure weekly working hours are controlled within the above limits, except in emergency or unusual situations.

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- j) Every Worker shall be entitled to a period of paid holiday leave each year, which is in line with national law.
- k) Every Worker shall be entitled to take reasonable absence from work on the grounds of genuine incapacity through illness, without financial penalty or threat of dismissal. During any such leave the Worker should continue to receive, as a minimum, a reasonable payment to meet basic needs.

13. CHILD LABOUR AND YOUNG WORKERS

13.1 Child Labour

- a) A “Child Worker” is defined as someone who has not reached their 15th birthday, or any higher age specified in local law for completing mandatory schooling or beginning full time work.
- b) However, in strictly limited circumstances, where local law sets the minimum age at 14 years, under ILO convention 138 in accordance with developing country exceptions, the lower will apply.
- c) Child Workers must not be involved at any point in the manufacture or supply of goods to PM STUDIO.
- d) Employers shall develop a system to verify the ages of new Workers including checking original identity documents and cross-referencing with Worker’s photograph.
- e) Employers shall develop a system to prevent borrowed identity documents including spot-checking the availability of the identity documents of existing Workers periodically.
- f) Copies of age records shall be retained in the workplace.

13.2 Young Workers


- a) Where young Workers are employed, the Employer must comply with the relevant legal requirements in that region/country. These may include carrying out health and safety risk assessments for young people, restricting working hours and with the relevant contracts and permissions drafted and implemented.
- b) Employment of Young Workers must be managed in accordance with PM STUDIO Child Labour, Remediation and Young Worker Policy and applicable legislation.

13.3 Preventing Children from Entering Production Areas

- a) Children must not be permitted in production areas at any time, even if they are above the minimum age of employment. This includes the Children of Workers who live in factory accommodation and Children brought to care facilities on site.

13.3.2 Supplier responsibilities

- a) Ensure Children cannot enter production areas.
- b) All Workers and auxiliary Workers e.g., security guards, cleaners understand that Children cannot enter production areas under any circumstance.
- c) Provide safe and adequate supervision of Children living in factory accommodation.
- d) Provide safe and adequate supervision of Children brought to the factory whilst their parents/guardian’s work.

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13.3.3 Supplier prevention systems must include:


- a) Full security and monitoring of all site entrances (when facilities are open and/or accessible).
- b) Clear procedures for checking, verifying, and recording the identity and age of all visitors.
- c) Security personnel who are fully trained on and understand procedures.
- d) Enforcement of minimum age requirements within production areas.

13.4 Requirement for Children Using Factory Facilities

- a) Factories with Children living in factory accommodation must:
- b) During work time, ensure Children have proper adult supervision from a parent, guardian or nominated and approved adult.
- c) Be accompanied by a trained care giver, their parent or guardian when walking to Child-permitted areas.
- d) Have a registered guardian(s) who have the right to collect Children and take them off the production site - security personnel should retain secure copies of guardians' photo identification at site entrances/exits.
- e) Ensure facilities are safe for Children e.g., railings on staircases.
- f) Keep a register of all Children living on site, next of kin and other key contacts.
- g) Provide appropriate play areas (separate to the production area).

13.5 Factories with Children being cared for at on-site facilities e.g., crèches

- a) Ensure Children of school age attend school. They can stay in on-site facilities after school hours and during school holidays.
- b) Have a parent and/or guardian's written consent to place Children the in facility.
- c) Be accompanied by a trained care giver, their parent or guardian from site gates to Child-permitted areas.
- d) Employ carers who can demonstrate sound Childcare experience and have no criminal history.
- e) Employ enough carers for the number of Children.
- f) Provide training to carers on Childcare and site policies and procedures.
- g) Permit parents/guardians to visit their Children during breaks.
- h) Ensure Children are collected by their registered parent/guardian within a reasonable period.
- i) Ensure Children are never left without a carer.
- j) The Child-care facility is separate to any production area/building.
- k) The Child-care facility is structurally safe and fit for purpose e.g., has clean running water for drinking and bathing, resting areas, toys, activities, proper ventilation and means for temperature control.
- l) Provide food and drink for Children.

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14. DISCRIMINATION

- 14.1 Discrimination in any form, based on race, colour, language, nationality, ethnic or social origin, religious belief, political opinion, gender, marital status, pregnancy, disability, property, birth, age, sexual orientation, or Trade Union membership shall not be permitted.
- 14.2 The employment practices and policies of the workplace shall afford all Workers equality of treatment.
- 14.3 Decisions or practices which are based on unfair discriminatory grounds, rather than on merit, will not be acceptable.
- 14.4 No job applicant should be unfairly refused employment or offered employment on less favourable terms due to discriminatory practices.
- 14.5 All Workers should have equal access to jobs, training, promotion, and transfer and no one should receive less favourable wages, benefits, or access to facilities on grounds of discrimination. The Employer shall develop a policy on discrimination of recruiting, wages, benefits, promotion, training, transfer, termination, retirement, or access to facilities.
- 14.6 Employers are expected to adopt and adhere to a fair disciplinary procedure. No Worker should face or be threatened with discrimination in any form and no Worker should receive disciplinary action or dismissal on grounds of discrimination. Similarly, no Worker should be unfairly selected for redundancy or lay-off based on discrimination by the Employer.


15. RESPECTFUL TREATMENT OF WORKERS

- 15.1 Corporal punishment, physical, mental, or verbal abuse, sexual harassment, or other forms of intimidation, harsh, or inhumane treatment shall not be allowed.
- 15.2 The Employer shall protect their Workers from bullying, verbal or physical harassment, victimisation, discrimination, or physical abuse in the workplace, whether from management, from their colleagues or from members of the public.
- 15.3 The Employer shall develop written grievance and disciplinary procedures for the workplace and communicate these to the Workers.
- 15.4 A fair disciplinary and grievance procedure shall be established and adhered to in all cases of alleged Worker misconduct or unsatisfactory performance.
- 15.5 All disciplinary and or grievance measures must be recorded.
- 15.6 An appeal channel shall be developed and implemented for Workers facing disciplinary action.
- 15.7 Workers undergoing discipline must have the right to representation by a Trade Union or Worker representative and to a fair appeal.
- 15.8 Workers who raise grievances must not be penalised or intimidated.

16. HEALTH, SAFETY AND SECURITY

16.1 Management systems

The Employer must have adequate management systems to predict hazards and protect the health and safety of all people at their place of work and under the Employer’s control, including Homeworkers. This

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must include a formal and regular assessment of risks, implementation of safe systems of work, the reporting of incidents and a programme of continuous improvement in safety performance.

16.2 Working Conditions

Employers must provide and maintain a safe and healthy workplace and working environment.

a) Workplace

- (i) The workplace must be safe, clean and of sound structure.
- (ii) Clean drinking water must be provided and readily accessible.
- (iii) The workplace must be well ventilated and illuminated.
- (iv) Workers must be protected from extreme temperatures.

b) Toilets

- (i) Toilets must be clean and free from foul odour and readily accessible.
- (ii) Toilets must be equipped with flushing and washing water.
- (iii) There must be at least one male room and one female room for every two floors.
- (iv) Toilets shall have doors to protect privacy and any windows shall be opaque.

c) Canteens

- (i) Food storage and preparation areas shall be clean and hygienic.
- (ii) Cooks shall be trained in food preparation hygiene.
- (iii) If food utensils are re-used, they shall be clean and sterilised.
- (iv) Facilities should be provided for eating meals and rest during breaks.


16.3 Fire Safety and Evacuation Procedures

a) Smoking Policy

Employers shall develop a policy on smoking and communicate it to all Workers. Signs shall be posted where smoking is prohibited.

b) Evacuation Procedures

- (i) Evacuation plans, including procedure, layout, and assembly points, shall be posted in prominent areas in a language that Workers understand.
- (ii) Emergency drills shall be conducted at least every 6 months in both the workplace and dormitories (if relevant).
- (iii) The procedure shall be documented and communicated to all Workers.
- (iv) Employers must develop a written evacuation procedure for emergencies such as fire, chemical spillage, natural disaster, and electricity failure.

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c) Walkways, Stairs and Exits

- (i) Fire exits and escape routes shall be adequately signed, well maintained, free from obstruction and easily opened.
- (ii) Walkways shall be at least one metre (40inches) wide, and pathways shall be free from obstruction and tripping hazards.
- (iii) Stairs shall have adequate and secure handrails and be clear from obstruction.
- (iv) There shall be at least two emergency exits on each floor.
- (v) Floor and roof openings shall be covered or guarded to prevent falling.

d) Fire Training


Where applicable, fire training shall be conducted annually to ensure Workers understand how to use firefighting measures. All training must be recorded.

e) Fire Protection Equipment

- (i) At least one fire extinguisher with adequate extinguishing instruction shall be provided within every 75ft in distance or per 1,000ft².
- (ii) Emergency lighting shall be provided in the direction of escape route in case of power failure.
- (iii) Fire alarms or other means shall be provided on all floors to warn staff of evacuation.
- (iv) All electrically installed fire alarms shall have a back-up power supply.
- (v) Fire protection equipment shall be immediately accessible and free from obstruction.
- (vi) Fire doors shall be fitted and must meet local legislation and/or industry standard specification.
- (vii) Fire extinguishers, hydrants, hose reels, sprinklers, smoke/heat detectors, emergency lights and fire alarms shall be inspected monthly for damage and obstruction.
- (viii) Fire extinguishers, hydrants, hose reels, sprinklers, smoke/heat detectors, emergency lighting and fire alarms shall be inspected and maintained by qualified personnel annually.

16.4 Medical Programmes

- a) The Employer shall provide adequate and appropriate first aid facilities for their Workers in case of injury or illness at work.
- b) To help prevent future accidents, accident procedures should be put in place covering accident reporting and logging, accident investigation and analysis, and learning from accidents to prevent them from happening again.
- c) The workplace shall have at least one qualified first aider on each floor and in each shift, and at least one for every 50 Workers in facilities of under 100 people; for workplaces more than 100 Workers, a ratio of one trained first aider for every 100 people or part thereof.
- d) First aid supplies shall be readily available and managed by designated personnel.
- e) First aid supplies shall be provided free of charge.


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- f) First aid signs shall be posted with first aid boxes.
- g) Young persons under eighteen years of age shall not commence employment until a thorough medical examination is conducted to show they are fit for work. Young persons under 18 years of age shall be subject to repeat medical examinations annually.
- h) Annual medical examinations shall be provided for Workers using respiratory protection equipment as part of their job.
- i) Where local legislation requires, Employers shall ensure Workers receive medical examinations.
- j) Annual hearing examinations shall be provided for Workers who are exposed to excessive noise for 8 hours or equivalent.
- k) Accident reporting channels shall be established and communicated to all Workers.

16.5 Chemical Safety

The Employer should always aim to minimise and eliminate the risks arising from the use of chemicals at work by:

- a) Minimising and eliminating use of hazardous substances.
- b) Choosing alternatives where elimination is not possible.
- c) Choosing technology that eliminates or minimises the risk.
- d) All chemicals and hazardous substances must be identified and labelled with warning signs in accordance with their chemical properties and legislative requirements. All chemical labelling should be legible and durable, which is easily understandable to the Workers.
- e) Employers should keep an inventory of chemicals used at the site and make this available to Workers, including but not restricted to identification of material; approximate volumes; flammability; toxicity; hazard potential for ground water and storage location.
- f) All chemicals used on site must be fully risk assessed.
- g) All chemicals and wastes shall be delivered, handled, stored, transported, and disposed of in accordance with its properties and legislative requirements.
- h) Workers exposed to substances hazardous to their health must be provided with such information, instruction, and training as is suitable and sufficient for them to know the health risks associated with their exposure to the substances with which they work. They should also be familiar with the precautions necessary for their protection.
- i) Material Safety Data Sheets (MSDS) must be held for all chemicals and should be made available to Workers at the point of use.
- j) If a chemical Supplier does not provide the MSDS or the chemicals are not properly labelled, then these chemicals should not be used until the information has been obtained.
- k) PPE shall be provided for Workers handling chemicals.
- l) Employers shall develop and implement an emergency plan for handling chemical spills and releases.
- m) Spill kits or absorbents shall be in place in chemical storage areas.

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- n) Processes using hazardous chemicals shall be well ventilated and personal exposure monitored and kept below regulatory requirements.
- o) Eye washing equipment should be provided anywhere there is a risk of splashes in the eye.

16.6 Equipment / Machinery

- a) Employers must ensure that any equipment provided for work is suitable for its intended purpose, maintained in an efficient state, in working order and good repair. Dangerous machinery must be securely guarded.
- b) Equipment shall be clean and well maintained. All moving parts likely to cause injury shall be effectively guarded. A maintenance programme shall be in place for all safety devices and guarding.
- c) Where fitted, emergency stop buttons shall be effective and clearly labelled.
- d) Portable heating appliances shall be positioned safely.
- e) Hoists, pressure vessels, boilers and forklifts shall be regularly inspected, properly maintained, and documented.
- f) Service lines including steam pipes, compressed air pipes and hot water pipes and tanks shall be regularly inspected and properly maintained.
- g) Permit-to-work programmes shall be implemented for electricity work, steam pipe work, pressurised pipe work, tank entry, fire protection equipment impairment and welding.
- h) Forklifts shall be inspected daily when used, findings recorded and operated by authorised personnel only.
- i) Gas cylinders shall be securely fixed and separated from incompatibles.
- j) Welding cylinders shall be equipped with flame arrestors and check valves.
- k) Local exhaust ventilation systems are regularly cleaned and maintained.

16.7 Electrical Safety

- a) Only trained staff should be allowed to work with electricity, with all electrical systems being maintained to always prevent danger. Work should not be carried out on live systems unless there is no alternative.
- b) All portable electrical equipment shall be tested and checked by a qualified person.
- c) Fixed wiring shall be tested with records available to confirm testing results.
- d) Qualified electricians shall maintain electrical equipment and supply.
- e) All portable electrical equipment shall be grounded, and the power connection securely fixed with a socket.
- f) Electricity mains supply shall be free from obstacles, with warning signs, properly maintained and prevented from un-authorised access.
- g) No bare wires shall be exposed.
- h) Only waterproof appliances and supply shall be used outdoors.


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16.8 Job Hazard Assessment

- a) Where risks are not adequately controlled by other means then the Employer must supply suitable Personal Protective Equipment (PPE), free of charge, to the Worker. Examples may be hearing protection, respiratory protection, eye protection and gloves. The Employer must ensure the equipment is kept clean, well maintained, and used appropriately.
- b) Chain gloves shall be provided when using electrical cutters in the cutting process.
- c) Job hazards shall be assessed, identified, and communicated to the Workers.
- d) Warning signs of hazardous areas such as high voltage, confined space, extreme temperatures, and asbestos shall be posted.
- e) Workers shall be trained to use and maintain PPE.
- f) Signs shall be posted where PPE is required, and use of PPE is mandatory.
- g) When noise level is likely to be higher than the recommended levels, the Employer shall appoint a qualified person to conduct a noise assessment.
- h) If Workers are exposed to higher than the recommended levels for 8 hours or equivalent, the Employer shall eliminate noise sources if possible; otherwise, ear protection equipment shall be provided, and hearing examinations conducted annually.
- i) A noise control zone shall be defined where noise exposure exceeds the recommended levels for 8 hours or equivalent.

16.9 Dormitories

- a) Where residential accommodation is provided for Workers, it must be safe and separate to the production area (particularly regarding fire precaution), clean and provide sufficient space for an individual to live in comfortably. Toilet and washing facilities should be provided with clean running water.
- b) Dormitories shall not be crowded and living space shall be adequate.
- c) The conditions of residential accommodation, canteens and toilets/sanitary facilities shall be monitored and recorded to ensure there are no factors which may affect Workers' health.
- d) If the room exceeds more than 12 people, two fire exits shall be provided.
- e) Sleeping arrangements shall be adequate and provided with reasonable privacy. The building shall have fire alarms and clear signposting of emergency exits.
- f) Each Worker must have his/her own bed.
- g) Lockers shall be provided for personal belongings.
- h) The building shall be structurally sound and properly maintained.
- i) Workers can leave and enter the dormitory freely without restriction unless reasonable grounds can be demonstrated for security and safety.
- j) Residential facilities must be safe in the areas of security, fire protection and electrical safety.
- k) An evacuation plan must be posted, and fire drills conducted at least every 6 months.

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(1) Bathrooms

- (i) The number of bathroom cubicles for showering shall be adequate, with a minimum of one shower for 12 people.
- (ii) Hot and cold water shall be provided inside the bathroom cubicles for showering.
- (iii) Doors or curtains shall be installed in bathroom cubicles to protect privacy.

(2) Toilets

- (iv) The number of toilets shall be adequate with a minimum of one toilet for 12 people.
- (v) Toilets shall be clean and free from foul odour.
- (vi) Toilets shall be equipped with flushing and washing water.
- (vii) There must be at least one male room and one female room for every two floors.
- (viii) Toilets shall have doors to protect privacy and any windows shall be opaque.

(3) Canteens

- (ix) Food storage and preparation areas shall be clean and hygienic.
- (x) Cooks shall be trained in food preparation hygiene.
- (xi) If food utensils are re-used, they shall be clean and sterilised.
- (xii) Facilities should be provided for eating meals and adequate rest.
- (xiii) Where applicable, cooks shall undergo a health check annually.

17. ENVIRONMENTAL MANAGEMENT

17.1 Supplier compliance


Suppliers must comply with all relevant laws and regulations regarding the protection and preservation of the environment. This includes obtaining and maintaining all required environmental permits (e.g., discharge monitoring), approvals and registrations.

17.2 Factory compliance

Factories must also adhere to all applicable laws, regulations and customer requirements regarding specific substances that are restricted (or prohibited) by law or by PM STUDIO. It is the Supplier's responsibility to ensure that any factories used by the Supplier adheres to these requirements.

17.3 Sourcing suppliers

In sourcing Suppliers, we will consider their environmental performance and, their commitment to minimising harmful impacts of their operations on the community, environment, and natural resources. Areas our Suppliers must assess and manage include:

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17.3.1 Environmental Protection Standards

a) Waste Disposal

- (i) SUPPLIER shall identify and control hazardous chemicals and other substances released into the environment to ensure that these substances are safely handled, transported, stored, recovered, or reused and disposed of.
- (ii) Volatile organic chemicals, aerosols, particulates, ozone chemical consumables and combustion by-products generated during the SUPPLIER's operation shall be identified, monitored, controlled, and disposed of as required prior to discharge.
- (iii) Elimination or reduction of waste by practices such as modifying production, improved maintenance, materials substitution, conservation, recycling, and re-use of materials.
- (iv) The Employer shall identify waste sources and develop a procedure for disposal.
- (v) Hazardous wastes shall be labelled and disposed of properly.
- (vi) Disposal records shall also be maintained.
- (vii) Hazardous wastes shall be stored in designated and secure areas.
- (viii) The containers of hazardous waste shall be in sound condition.
- (ix) Training shall be provided for employees handling hazardous waste.

b) Air Emissions


- (i) The Employer shall identify air emission sources and monitor the emission in accordance with regulatory requirements.
- (ii) Maintenance programmes and operating procedures should be developed and implemented for in-house air treatment facilities.

c) Industrial Wastewater Discharge

- (i) Wastewater and hazardous waste generated during the SUPPLIER's production and operation shall be classified, monitored, controlled, and treated as required before discharge or disposal.
- (ii) The Employer shall identify wastewater discharge sources and monitor the emission
- (iii) in accordance with regulatory requirements.
- (iv) Maintenance programmes and operating procedures shall be developed and implemented for in-house wastewater treatment facilities.
- (v) The local authority for wastewater discharge shall grant an appropriate license or permit.

d) Asbestos


- (i) The presence of any asbestos in the workplace shall be identified and steps taken to ensure its condition is monitored and that it is maintained safely. Anyone working within this environment e.g., electricians shall be made aware of the presence of asbestos.

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- e) Storage
 - (i) Secondary containment equivalent to minimum 110% of volume of the largest container shall be provided in storage areas for chemical leakage.
 - (ii) No drains are allowed inside the storage area.
 - (iii) Drum storage areas shall be covered to prevent rainwater from coming into contact
 - (iv) with drums.
- f) Energy-saving and Emission
 - (i) Reduction/Supplier shall reduce and eliminate all types of consumption (including water, electricity, natural gas, etc.) at source or through practices (e.g., improved production, maintenance facility processes, replacement of materials, conservation of natural resources, material recovery and reuse).
 - (ii) Supplier shall continuously introduce new technologies, new products, and new management in the aspects of energy saving, material saving and land saving. The Supplier shall improve equipment energy efficiency, reduce product energy consumption, promote dynamic energy saving and reduce travel transportation energy consumption.
 - (iii) Supplier shall increase the proportion of green energy and new energy, reduce greenhouse gas emissions, and achieve a low carbon economy.
- g) Environmental Protection
 - (i) Supplier shall comply with all applicable laws, regulations and customer requirements regarding prohibitions or restrictions on certain substances (including marks relating to regeneration and disposal
 - (ii) All products shall meet the environmental protection directives such as RoHS, REACH, WEEE and green packaging as well as the environmental protection laws and regulations of target market countries and regions.
 - (iii) Lead-free and low-toxicity control shall be carried out in the production of all products to meet the requirements of relevant laws and regulations on chemical management and control of toxic and harmful substances.
 - (iv) Supplier shall conduct green procurement and conduct environmental protection inspection and management on the materials provided by the Supplier.

17.3.2 Raw Materials Management

- a) Ensure cotton is responsibly sourced including not sourcing from areas with known human rights violations such as Uzbekistan. Keep a record of cellulosic producers (e.g., Birla, Sateri, Zhejiang Fulida) in your supply chain for any cellulosic fibres (such as viscose, rayon, bamboo) supplied to PM STUDIO.
- b) Prioritise and verify the use of more sustainable raw materials such as pre- or post-consumer recycled fibres, organic, or sustainable cotton alternatives.

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17.3.3 Wet process

Seek alternative wet processes that reduces water, energy and chemical use and take responsibility for knowing where wet processes are taking place including laundries and tanneries.

17.3.4 Environmental protection

- a) Supplier shall comply with all applicable laws, regulations and customer requirements regarding prohibitions or restrictions on certain substances (including marks relating to regeneration and disposal
- b) All products shall meet the environmental protection directives such as RoHS, REACH, WEEE and green packaging as well as the environmental protection laws and regulations of target market countries and regions.
- c) Lead-free and low-toxicity control shall be carried out in the production of all products to meet the requirements of relevant laws and regulations on chemical management and control of toxic and harmful substances.
- d) Supplier shall conduct green procurement and conduct environmental protection inspection and management on the materials provided by the Supplier.
- e) All products manufactured or assembled and sold by Supplier to PM STUDIO must be safe for their intended and foreseeable uses and comply with applicable standards promulgated by private standards-setting organizations (for example, ANSI, UL, CSA), concerning product safety.

18. FRAUD AND THEFT

Fraud and theft are strictly prohibited. This includes not only the unauthorized taking of property or money but also embezzlement, forgery, and other dishonest actions that could damage the reputation or assets of PM Studio. Any violations will result in termination of the supplier agreement and may be subject to criminal prosecution.

19. ANTI-CORRUPTION


PM Studio enforces a strict zero-tolerance policy against all forms of corruption, including bribery, extortion, and kickbacks. Corruption is incompatible with our values of integrity and transparency. We expect all employees, partners, and third parties to comply fully with anti-corruption laws and our internal standards.

We do not tolerate any behavior that could be interpreted as corrupt, regardless of local customs or practices. Violations will result in disciplinary action, including potential dismissal and legal prosecution.

Definition: Corruption - understood in its strict sense - means the fact that a person with a given function (public or private), solicits or accepts a gift or an advantage of any kind with a view to performing, or refraining from performing, an act within the scope of his or her functions.

19.1 Prevention of Bribery

Bribery, in any form, is strictly prohibited. This includes offering, promising, giving, requesting, or accepting anything of value to influence a decision or gain an unfair advantage in any business transaction.

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Our company adopts a zero-tolerance approach to bribery. We are committed to maintaining integrity in all dealings and expect our employees and partners to follow the same standard.

PM Studio prohibits all forms of bribery and corruption. All Suppliers are prohibited from soliciting, accepting, or offering any bribe in conducting the company's business or affairs.

PM Studio will take steps to ensure that purchasing decisions are never compromised by personal relationships or influenced by the acceptance of excessive gifts or favours.

19.2 Vigilance against corruption

All Suppliers must therefore refrain from any behaviour that could be construed as an attempt at bribery.

19.3 Advantages

19.3.1 Acceptance of Advantages

PM Studio recognises that offering gifts, entertainment, sponsorship, or benefits may be legitimate in a business context. In these specific cases, Suppliers may accept (but not solicit) advantages for themselves or others from companies or organizations that have business relationships with it; when offered on a voluntary basis. These advantages should never influence or appear to influence decisions made by PM Studio's partners.

19.3.2 Offer of advantage

Suppliers are prohibited from providing benefits to directors, employees, or representatives of another company or organization to influence them directly or indirectly through third parties in the conduct of the PM Studio's business relationship. Even if there is no intent to unduly influence an offer of benefits, it should be ensured that the intended recipient is authorized by his employer/client under the relevant circumstances to accept the offer before the benefit is offered.

19.4 Conflicts of Interest


Suppliers must avoid situations in which personal interests may conflict or appear to conflict with the interests of the PM Studio. Even the appearance of a conflict of interest can damage our reputation.

A conflict of interest exists if business or personal circumstances impair professional judgment or the ability to act in the company's or its customers' interests. Suppliers must avoid conflicts of interest or the possibility of such conflicts to the extent possible. If an actual or potential conflict of interest arises, brief information should be given to PM Studio.

20. MONEY LAUNDERING AND TRADE CONTROLS

PM Studio strictly prohibits money laundering and enforces a zero-tolerance policy. We comply with all national and international laws aimed at preventing illegal financial transactions and terrorist financing.

Suppliers are expected to carry out due diligence in all business relationships and immediately report suspicious activity to PM Studio. PM Studio do not condone any activities related to money laundering. We carefully verify the identity of customers, suppliers, service providers, consultants and other third parties with whom we maintain or initiate business relationships.

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We ensure, in compliance with national and international laws, that transactions with third parties do not violate trade regulations such as economic embargoes, import and export control requirements, or applicable requirements for the prevention of terrorist financing.

21. CONFIDENTIAL INFORMATION AND DATA PROTECTION

PM STUDIO is committed to protect personal data and confidential information of third parties PM STUDIO interacts with, including its employees, partners, business partners and customers. Confidential information includes, for example, product information, sales and marketing plans, company business plans, customer lists, contact details and any other sensitive or proprietary information.

21.1 Confidentiality

SUPPLIERS are expected to protect the confidentiality of PM STUDIO’s information and must safeguard the information provided to them by PM STUDIO or their partners or other business partners in accordance with industry standards and applicable law.

SUPPLIER’s must acquires information (including personal data and confidential information) only in a legal and ethical manner, keep any competitive information confidential and not disclose it to third parties.

21.2 Data Privacy


SUPPLIER’s must comply with applicable privacy and information security laws and associated regulatory requirements by maintaining a comprehensive privacy compliance program and appropriate technical and information security controls. A SUPPLIER must ensure to:

- a) Maintain appropriate technical and organizational security measures to protect personal data against accidental or unlawful destruction or loss, alteration, unauthorized disclosure, or access.
- b) Collect and process personal data on PM STUDIO’s behalf lawfully, fairly, and only for the agreed purposes.
- c) Promptly notifies PM STUDIO of any data breach; and
- d) Does not trade in, sell, or give away any personal or confidential information pertaining to PM STUDIO, its employees, partners, business partners or customers or use such information for its own purposes without PM STUDIO explicit written permission.

22. MANAGEMENT APPROACH

The PM STUDIO’ Code of Conduct is integral part of the GTCP. SUPPLIER’s employees must be informed transparently and in an accessible way about the content of this Code of Conduct and/or any relevant law. Obligations arising from this Code of Conduct or from national and international statutes may not be circumvented using contracted work, false education programs or other comparable measures.

The SUPPLIER is obliged to keep adequate records to substantiate compliance with this Code of Conduct and national/international statutes. The SUPPLIER grants the PM STUDIO the right to verify compliance with this Code of Conduct applying measures that the PM STUDIO deems appropriate. Such measures may also include announced and unannounced inspections of the SUPPLIER’s premises by persons appointed by PM STUDIO.

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PM Studio reserves the right to withdraw orders immediately and without notice if there is evidence of a Supplier that does not respect the ethical code above on a social and environmental plan.

23. WHISTLEBLOWING AND REPORTING PROCEDURE

PM STUDIO has set up an appropriate internal whistleblowing system that is also open to outsiders and enables persons to report violations of human rights and environmental risks as well as violations of human rights-related or environmental obligations that have arisen because of the economic actions of suppliers throughout the supply chain. The PM STUDIO whistle-blower system can be accessed via the “Suggestion and complaint form”. For more information see our “Whistleblowing Policy”.

Suppliers must ensure that people involved in their production and procurement processes are made aware of the possibility of using the PM STUDIO whistle-blower system.

The SUPPLIER is obliged to inform PM STUDIO without undue delay of any human rights and environment-related violations of which it becomes aware, risks identified by it with regard to the violation of human rights and environment-related obligations both in its own business area and in the downstream supply chain, insofar as these violations or risks relate in each case to the raw materials, products and services supplied to PM STUDIO.

24. AUDIT BY COMPLIANCE

This Policy is reviewed by the Compliance department annually or whenever required, and will be updated accordingly

25. VIOLATIONS OF THIS CODE OF CONDUCT

Violations of this Policy are not tolerated. Any violation of this policy may have labour related consequences, up to the termination of the employment relationship with the person violating this Policy without further notice.

Compliance is authorised to have transactions concluded contrary to the provisions of this Policy revoked by the respective obligated member.