

SUPPLIER'S CODE OF CONDUCT (update 10/2/2022)

To all Smidt-imex suppliers:

By doing businesses with Smidt-imex, or any affiliates, this Code of Conduct is applicable.

For more information do contact our legal department or your reference contact person.

www.globalpromotionalgifts.com

Smidt-imex Group (hereinafter “the Company”), has agreed to abide by moral and ethical values in the management of the company, based on the fairness, honesty, transparency and in respect with the standards in force at national and international level. The Company, therefore, expects its third party suppliers to respect and adhere to the same philosophy in the management of their own companies.

The present Code of Conduct (hereinafter “the Code”), expression of the Company’s principles and values, requires strict compliance with these standards by all its suppliers, manufacturers and their subcontractors (hereinafter “Suppliers”).

Any breach of conduct or any violation of this code of conduct by Suppliers or their subcontractors will result in a review and possible termination of the business relationship.

SOCIAL RESPONSIBILITY REQUIREMENT AND RESPONSIBILITY

The Company has decided to follow and require its suppliers to follow the Code described in this document. Suppliers shall comply with the laws, regulations and usual practices in terms of work in force in their own countries, and in particular, the following rules considered by the Company as fundamentally important:

Child Labor: Work by children under the age of 16 is strictly prohibited. In countries where local laws set a higher age for child labor or impose mandatory education beyond the age of 16, this higher age shall apply.

Forced and Compulsory Labor: The use of labor with no work permit or the use of labor in another social and occupational group or in another geographical zone than the one mentioned on the work permit, is strictly prohibited. The use of forced labor by Suppliers, whether obtained under the threat of punishment, withholding identity papers, requiring workers to deposit a bond or any other constraint is strictly prohibited.

Health and Safety: Based on the specific risks present in their industrial sector, Suppliers shall provide a safe and healthy workplace to avoid accidents or bodily injuries which may be caused by, associated with, or result from the work or from handling the equipment. They shall set up systems to detect, avoid or neutralize any threat to their employees' health and safety and comply with local and international regulations and laws currently in effect. The same principles shall apply to suppliers who provide housing to employees.

Freedom of Association and Right to Collective Bargaining: The Company expects Suppliers to respect and recognize the right of each employee to negotiate collectively, to create or join the union organization of their choice and without penalty, discrimination or harassment.

Discrimination: The Company expects Suppliers to treat all employees equally and fairly. Suppliers shall not practice any kind of discrimination in relation to hiring, access to training, promotion, or dismissal based on gender, race, religion, age, disability, sexual orientation, political opinions, nationality, or social or ethnic origin.

Disciplinary Practices: The Company expects Suppliers to treat their employees with respect and dignity. Suppliers shall not allow or engage in any kind of corporal punishment, psychological or physical harassment or any other kind of abuse. Monetary penalties towards employees are prohibited.

Working Hours: In relation to working hours and overtime, Suppliers shall comply with the limits set by the laws of the country of manufacture. Suppliers may not impose excessive overtime.

Remuneration: As a minimum, Suppliers shall pay regular wages and pay for overtime at the legal rate imposed by the country of original manufacture and provide their workers with the benefits the law currently requires. If there is no legal minimum wage or overtime pay in the country of origin, Suppliers shall ensure that the wages are at least equal to the average minimum in the industrial sector in question and that overtime pay is at least the same as the usual rate of pay. Deductions from wages are not to be made for disciplinary purposes without consensus.

WORKING METHOD

Suppliers shall conduct their activity in a loyal manner, in all sincerity, with diligence, efficiency and rectitude. Suppliers shall particularly pay attention to the following aspects:

Legal Requirements: The Company expects Suppliers to act in full compliance with the law. Suppliers shall abide by all national, local and international laws relating to the management of their businesses.

Administration and balance sheet: Balance sheet preparation and any other accounting documentation shall respect the laws and regulations in force, comply with the accounting practices and principles the most advanced, and be transparent to represent the management acts in a reliable manner, and based on criteria of clarity, accuracy and rectitude, in respect with the internal procedures.

Relations with the public administration: Suppliers shall not offer, directly or through an intermediary, money or any other advantages of any kind to a public agent, to his/her family or any other person related to him/her, and shall not seek or establish personal relationship of favor, influence, intrusion with the objective to condition directly or indirectly the business activity.

Subcontractors: Suppliers shall receive Company's approval before subcontracting any part of the manufacturing process. The Company's approval is subject to acceptance by the subcontractors of this Code and all other applicable conditions.

Customs and Security Authorities: Suppliers shall comply with applicable customs laws, including those relating to imports and the ban on the transshipment of merchandise into the country of import.

Anti-corruption: Suppliers shall agree to condemn and act against corruption in all its forms, including extortion and kickbacks. Suppliers shall not offer, directly or through an intermediary, money or any other advantages of any kind to the Company's employees with the objective to condition directly or indirectly the business activity.

CONFIDENTIALITY – INTELLECTUAL PROPERTY

Any information – project, document, sample, prototype, etc. - brought to the vendor's knowledge in the course of the fulfillment of its contractual obligations, shall be considered as confidential and treated as such.

All brands and distinctive signs belonging to Company or used by it in the course of its activity shall not be used for any other purpose but the identification of products in accordance with the instructions received from the Company.

The service fulfilled by Suppliers for the benefit of the Company shall not give the Suppliers any kind of intellectual property rights on the distinctive signs and creations of the Company, specifically but not limited to drawings, products, prototypes, samples, projects, plans, equipment, pictures, norms and tools that are used by or belong to the Company. The use of such elements out of the strict frame defined by the Company would constitute an offense of infringement of patent and give rise to civil and/or criminal proceedings.

Suppliers commit to destroy in accordance with the Company's instructions, any finished or semi-finished products specifically manufactured for the company, carrying the distinctive signs belonging to or used by the Company and/or its Customer or committing the Company's image, in case they were not ordered or did not pass the Company's quality controls.

ENVIRONMENTAL REQUIREMENT AND RESPONSIBILITY

The Company expects Suppliers to share their commitment to a clean and safe environment. The Company encourages initiatives to reduce the impact on the environment, particularly through the use of environmentally-friendly technologies. Suppliers shall agree to respect local and international environmental laws.

Suppliers shall adopt proper waste management with special attention to hazardous wastes and emissions, which may not be dumped or discharged in an unlawful manner. Suppliers' employees whose work has a direct impact on the environment shall be trained, competent and having the necessary resources to do their jobs.

COMPLIANCE CHECK

The Company reserves the right to check adherence to these principles and to arrange system audits at any time. Suppliers shall provide the necessary information and allow access for the Company's representatives who seek to verify compliance with the requirements of this Code. They shall agree to improve and correct any non-compliances discovered.

Suppliers shall keep proper records to prove compliance with this Code. Suppliers shall provide access to complete, original, and accurate files to the Company's representatives.



供货商之行为准则 (更新 10/2/2022)

致所有 **Smidt-imex** 供货商：
与 Smidt-imex 或任何附属公司开展业务，本行为准则便适用。

如需更多信息，请联系我们的法律部门或您的相熟联系人。

www.globalpromotionalgifts.com

Smidt-imex Group 香港生栢有限公司（以下简称『本公司』）同意，基于公正、诚实、公开，依照国内和国际标准遵守公司管理道德规范。本公司亦要求供货商以相同标准管理公司。

此行为准则（以下简称『准则』）表达了本公司的原则与价值，我们的供货商、制造商和他们的承包商（以下简称『供货商』）都应严格遵守。

供货商和其承包商的破坏行为或违反本准则之行为将会被审查并可能导致合作关系终止。

社会责任

本公司将遵守本准则，也要求我们的供货商遵守。供货商应遵守当地法律、法规和工作惯例，并应遵守下列本公司认为十分重要的原则：

童工：严格禁用16岁以下的童工。当地国家法律对童工如有较严格的年龄限制或有义务教育规定，则适用当地法律。

强迫和强制劳动：严格禁止雇用未取得工作许可之员工或雇用社会和职业团体或地点与工作许可不符之员工。严格禁止供货商以威胁处罚、扣留证件、要求员工付押金或其他限制强迫员工。

健康与安全：依照产业的特定危险，供货商应提供安全健康的工作环境以避免因工作或因操作器械而直接或间接造成的意外或身体伤害。他们应设立系统以检测、避免、减少任何对他们员工健康安全的威胁，且应遵守当地和国际现行法律。提供员工宿舍的供货商也适用同样原则。

集会自由和共同协议权：本公司要求供货商应尊重每位员工共同协商、可选择创组或参加工会的权利，而不会遭受惩罚、歧视或骚扰。

歧视：本公司要求供货商平等和公正地对待所有员工。供货商在雇用、培训、升迁、解雇时不应因性别、种族、宗教、年龄、残障、性向、政治、国籍、社会或民族族群而有歧视。

惩处：本公司要求供货商尊重对待其员工。供货商不应同意或进行身体上处罚、心理或生理的骚扰或任何虐待。

工时：关于工时和加班，供货商应遵守制造厂当地之法律限制。供货商不得增加额外的超时。

薪资：供货商最低应以原制造商当地法定最低薪资支付固定薪资和加班费，并提供法定要求的福利。如无法定最低薪资和加班费之规定，供货商应确保薪资与同产业部门平均最低薪资相符，加班费至少与平时薪资比例相符。如无共识，不得以惩处目的扣减薪资。

工作行为

供货商应以忠诚、真挚、勤勉、有效率、正直的方式行事，应特别注意下列事项：

法定要求：本公司要求供货商遵守法律。供货商应遵守与管理其公司相关的所有国家的、当地的和国家的法律。

管理与资产负债表：准备资产负债表和其他财物文件应遵照最新的法规、会计实务和原则，且关于内部程序应如实反映管理行为，本着清楚、真实、公正的标准。

政府关系：供货商不应直接或透过中间人提供金钱或其他好处给政府官员、他/她的家人或其他有关的人，亦不应寻求或建立有利益、影响性、指示性的个人关系以换取直接或间接商业利益。

外包：供货商将生产制程任一部份外包给他人前应经本公司同意。本公司的同意是以承包商同意遵守本准则和其他相关条件为前提。

海关与安全认证：供货商应遵守可适用的海关法，包括进口相关法律和进口国商品转运禁令。

反贪污：供货商应谴责并反对贪污，包括敲诈与回扣。供货商不应直接或透过中间人提供金钱或其他好处给本公司员工以换取直接或间接商业利益。

保密条款 – 知识产权

任何供货商在履行合约义务时使用的信息（项目、文件、样本、原型等）应被认为是机密且以机密对待。

所有属于本公司或本公司所使用之品牌和独特的标志不应用于其他目的，只能依照本公司指示用在产品识别。

供货商为本公司利益所提供的服务，不应被认为供货商取得本公司独特标志和创作之任何知识产权包括但不限于本公司所使用或所有之制图、产品、原型、样品、项目、计划、设备、图样、基准、工具。违反本公司规范之使用将构成专利侵权并导致民刑事诉讼。

供货商承诺按照本公司指示销毁任何为本公司生产、带有本公司或客户所使用或所有独特标志之成品或半成品，或者，在公司未下单或未通过本公司品管的情况下，任何有本公司图像之成品或半成品。

环境要求与责任

本公司要求供货商分享对环境清洁和安全的承诺。本公司鼓励减少环境冲击之倡议，特别是使用环保科技。供货商应尊重本地的和国际的环境法规。

供货商应采用适当的废弃物处置方法，尤其是不得非法弃置的危险性或放射性废弃物。工作内容对环境有影响之供货商员工应接受训练、有能力胜任、具有必要的资源完成工作。

遵循检查

本公司保留随时检查这些原则是否遵循和安排系统审查之权利。供货商应提供必要讯息并同意负责核实此准则遵循之本公司代表进入。

供货商应保存相关记录以证明遵循本准则。供货商应提供本公司代表完整的、原本的、真实的档案取得。

(以上内容如有歧义，一概以英文版本为准。)