

Exhibit A To Manufacturing Agreement

Code Of Conduct

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| Purpose | <p>Buyer is committed to conduct its business in an ethical, legal and socially responsible manner. Buyer will only do business with Sellers who share the same principles in corporate social responsibility.</p> <p>This Code of Conduct not only applies to Seller with whom Buyer contracts but it also applies to Seller's factories, subcontractors and/ or any third party used by Seller in producing goods or services for Buyer.</p> |
| Ethical Business Practices | <p>Seller shall conduct its business in accordance with the highest standards of ethical behavior. According to Buyer's company policy, no money, assets, gifts, fees, or compensation of any kind may be given to its employees or its affiliates' employees. Should such incidence arise, an official claim will be filed with the competent authorities, while the employee concerned will be dismissed for cause and Buyer will discontinue doing business with the Seller concerned.</p> |
| Laws and Regulations | <p>Seller and any of its subcontractors shall operate in full compliance with the applicable laws and regulations in the countries in which they operate. By applicable laws and regulations, it is understood but not limited to those pertaining to human rights, workers rights, social responsibility and environmental protection.</p> |
| Youth Labor | <p>Buyer will not tolerate Child Labor. Employers shall not employ people under the age of 15 or the minimum age of employment required by law in the country of manufacture, whichever is higher.</p> |
| Forced Labor | <p>Forced or involuntary labor is not tolerated in any form. Seller shall not use any forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.</p> |
| Minimum Wages | <p>Seller shall provide wages and benefits for regular and overtime work that meet at least the level required by applicable laws.</p> |
| Working Hours | <p>Seller shall not require workers to work more than the maximum hours of daily labor set by the applicable laws.</p> |
| Health & Safety | <p>Seller shall provide its employees with a safe and healthy working environment and when applicable, safe and healthy residential facilities. Seller shall take appropriate actions to prevent workplace accidents.</p> |
| Non discrimination | <p>Seller shall treat all of its employees strictly according to his or her abilities and qualifications and shall not discriminate its employment practices on the basis of race, color, religion, sex, age, physical disability, origin or any other basis prohibited by law.</p> |
| Harassment and Abuse | <p>Seller shall treat its employees with dignity and respect. In no event shall Seller's workers be subject to threats of violence, physical punishment, confinement or other form of physical, sexual, psychological or verbal harassment or abuse.</p> |

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| Freedom of Association | Unless restricted by local applicable laws and regulations, Seller shall allow its employees the freedom of association and the right to collective bargaining to the extent as permissible by local applicable laws and regulations. |
| Environment | Seller shall comply with all local applicable environmental laws and regulations, and shall be committed to improve and invest in efforts for compliance with such local applicable environmental laws and regulations. |
| Right to Inspect | Buyer or its representatives may conduct announced or unannounced monitoring activities to confirm Seller's compliance to this Code of Conduct. As a condition of doing business with Buyer, Seller must grant Buyer and its representative's access to Seller' facilities and company records to perform audits, including confidential employee interviews. |
| Violation | Any Seller or Buyer employee that becomes aware of violations of this Code of Conduct is obligated to notify any of the Executive Leadership of Buyer. Based on the assessment of information made available to Buyer, Buyer reserves the right (in addition to all other legal and contractual rights) to terminate any relationship with Seller found to be in violation of this Code of Conduct without liability to Seller. |
| Subcontracting | This Code of Conduct shall be equally applicable to any entity or individual ("Subcontracted Party") to which Seller subcontract any performance of any Order. Seller shall cause the Subcontracted Party to fully comply with this Code of Conduct and fully indemnify Buyer against any violation of any Subcontracted Party of this Code of Conduct. Upon Buyer's request, Seller agrees to terminate any relationship with any Subcontracted Party found to have committed the aforesaid violation without any liability on the part of Buyer. |
| Definitions | Unless otherwise defined herein, any capitalized term herein shall have the same meaning as ascribed thereto under the Manufacturing Agreement. |

This Code of Conduct is based on the UN Global Compact.