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SMYTHSON

OF BOND STREET

FRANK SMYTHSON LTD. CODE OF CONDUCT

1. The Smythson Code of Conduct exists to ensure that fair and safe working conditions exist throughout its supply chain, that workers are treated with respect and dignity, and that there is responsible management of manufacturing processes as well as social and environmental issues. Smythson's suppliers ("Suppliers") are obligated, in all of their activities, to operate in full compliance with the laws, rules, and regulations of the countries in which they operate. This Supplier Code of Conduct ("Code") however, goes further, drawing upon internationally recognized standards, to advance social and environmental responsibility.

The Smythson Supplier Code of Conduct is based on the following recognized standards:
The Fundamental Conventions of The International Labour Organization (ILO);
The United Nations Universal Declaration of Human Rights (UDHR);
The Ethical Trading Initiative (ETI) base code.

2. Smythson requires all Suppliers along with their sub-contractors, raw material suppliers and other third parties to undertake in writing to comply with this Code at all times. Unless otherwise agreed in writing, it is the responsibility of the Supplier to ensure that their sub-contractors, raw material suppliers and other third party suppliers comply with this Code.

3. Labour and Human Rights

Smythson requires all of its suppliers to comply with all relevant labour legislation, regulations and directives in the countries in which they operate.

4. Antidiscrimination

Suppliers shall not discriminate against any worker based on race, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices.

5. Fair Treatment

Suppliers must be committed to a workplace free of harassment. Suppliers shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse.

6. Forced Labour

Suppliers shall not use any form of forced, bonded, indentured, or prison labour. All work must be voluntary and workers shall be free to leave work or terminate their employment with reasonable notice.

7. Prevention of Under Age Labour

Child labour is strictly prohibited. The minimum age for employment or work shall be the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. Suppliers will conform to the relevant ILO standards.

24/25 NEW BOND STREET LONDON W1S 2RR

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8. Working Hours

Under no circumstances will working weeks exceed the maximum permitted under applicable laws and regulations and working hours will comply with national laws and general industry standards, whichever affords greater protection. In any event, workers will not be required to work in excess of 50 hours per week, including overtime, on a regular basis. All overtime shall be voluntary. Workers shall be allowed at least one day off in every seven day period and overtime shall be voluntary and compliant with local laws. Suppliers must offer leave periods, and holidays consistent with applicable laws and regulations.

9. Wages and Benefits

Workers must be provided with clear, written information regarding their employment conditions in respect to wages and be supplied with a regular detailed breakdown of the particulars of their wages for the respective pay period. Suppliers must pay all workers at least the minimum wage required by applicable laws and regulations and provide all legally mandated benefits. Overtime hours must be paid at a premium rate no lower than that required by applicable laws and regulations. Wage payment must be timely and Suppliers shall not use deductions from wages as a disciplinary measure.

10. Freedom of Association

Suppliers must respect the right of workers to associate freely, form and join workers organizations of their own choosing, seek representation, and bargain collectively, as permitted by and in accordance with applicable laws and regulations. Worker representatives should be permitted to carry out their representative functions freely and not be hindered in any way.

11. Health and Safety

Suppliers must be committed to creating safe working conditions and a healthy work environment for all of their workers. Suppliers must ensure that they abide by all local laws, directives and regulations to provide the optimal working conditions.

In order to foster a safe work environment, Suppliers shall ensure that workers receive appropriate and adequate workplace health and safety information and training, including written health and safety information and warnings.

12. The Environment

Smythson is committed to minimizing the environmental impact of its supply base. Suppliers must at minimum, adhere to all environmental legislation, regulations and local laws with respect to protection of the environment. Smythson actively encourages suppliers to seek all opportunities to reduce the environmental impact of their designs, processes and waste emissions.

13. Ethics

Suppliers must be committed to the highest standards of ethical conduct when dealing with workers, suppliers, and customers.

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14. or protected species

Suppliers of animal skins must fully comply with special international and local regulations, in particular with respect to animal welfare and humane treatment. All exotics skins supplied must be farmed and where relevant must comply to the Convention on International Trade of Endangered Species (CITES), relating to the import, manufacture and export of raw materials sourced from endangered or protected species.

15. Raw material sourcing

All raw material sources must be agreed in advance of production with Smythson and must not be changed without prior written consent from Smythson.

16. Sub-contracting

Production must only take place in factory locations approved by Smythson. Under no circumstances can production be sub-contracted without the prior written consent of Smythson.

17. Audit

Smythson reserves the right to review and conduct inspections of its Supplier's facilities and records (including those of sub-contractors and third parties involved in the manufacture of Smythson product), in order to ensure compliance with this code.

18. Acknowledgement of understanding

We have read and understood the Smythson Code of Conduct and understand that we must comply with these business standards. We understand and accept them as contractually binding terms, forming part of the Smythson Terms and Conditions of Purchase.

EXECUTED for and on behalf of

..... [Supplier name]

..... [Supplier address]

.....

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.....

.....

by

..... [Director]

..... Full Name

..... Date

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