



CODE OF CONDUCT

This Code of Conduct Agreement is between LOOP SWIM, a sustainable swimwear and apparel design and trading company and its employees, shareholders, subsidiaries, affiliates, or other corporations controlled directly or indirectly by LOOP SWIM (the “Company”).

RECITALS

We are first and foremost a sustainable company with the well-being of our planet, employees, customers, shareholders, suppliers and retail partners at the core of our DNA. Our commitment to environmental conservation and stewardship guides our sourcing and product design decisions.

LAW AND CODE COMPLIANCE: Our team and suppliers are expected to comply with and will be monitored to: (1) all relevant and applicable laws and regulations of the People’s Republic of China including those at the national, state/provincial and local community levels, and (2) our Code of Conduct Agreement as follows.

I. CHILD LABOR: No person shall be employed under the age of 16, as defined by the People’s Republic of China’s Labor Laws.

II. FORCED LABOR: There shall be no use of forced labor, including prison, indentured, bonded, slave or other forms of forced labor. Acts of human trafficking are also prohibited. Suppliers are required to monitor any third party entity which assists them in recruiting or hiring employees, to ensure that people seeking employment at their facility are not compelled to work through force, deception, intimidation, coercion or as a punishment for holding or expressing political views. (ILO Conventions 29, 105, 182)

III. HARASSMENT, ABUSE AND DISCIPLINARY PRACTICES: Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse or to monetary fines or embarrassing acts as a disciplinary measure.

IV. DISCRIMINATION: No person shall be subject to any discrimination in any aspect of the

employment, relationship including recruitment, hiring, compensation, benefits, work assignments, access to training, advancement, discipline, termination or retirement, on the basis of race, religious belief, color, gender, pregnancy, childbirth or related medical conditions, age, national origin, ancestry, sexual orientation, gender identification, physical or mental disability, medical condition, illness, genetic characteristics, family care, marital status, socio-economic situation, ethnic group, illness or any other classification protected under the law of the People's Republic of China.

V. EMPLOYMENT RELATIONSHIP: Employers shall adopt and adhere to rules and conditions of employment that respect workers and, at a minimum, safeguard their rights under national and international labor and social security laws and regulations.

VI. WAGES AND BENEFITS: Employers shall pay wages which equal or exceed minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any fringe benefits required by law and/or contract. (ILO Conventions 26 and 131)

VII. OVERTIME WAGES: In addition to compensation for regular working hours, employees must be compensated for overtime hours at the rate legally required in the People's Republic of China. (ILO Convention 1 and 30)

VIII. HOURS OF WORK: Suppliers shall not require workers to work more than the regular and overtime hours allowed by the law of the People's Republic of China. Employers shall allow workers at least 24 consecutive hours of rest in every seven-day period. All overtime work shall be consensual. Employers shall not request overtime hours on a regular basis. The sum of regular and overtime hours in a week shall not exceed 60 hours or the maximum allowed by the law of People's Republic of China, whichever is less. (ILO Convention 1)

IX. HEALTH AND SAFETY: Suppliers shall provide a safe and healthy workplace to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employers' facilities. The employer shall take a proactive approach to health and safety by implementing policies, systems and training designed to prevent accidents, injuries and protect worker health. (ILO Convention 155)

X. ENVIRONMENT: Suppliers shall maintain written environmental policies and standards and must comply with all applicable environmental laws, and agree to be monitored separately for environmental responsibility. Factories shall continuously monitor their energy and natural resource usage, emissions, discharges, carbon footprint and disposal of wastes and take a progressive approach to minimize negative impacts on the environment.

In our offices and workspaces, we will follow the below practices for reducing waste:

- We are a paperless office; edit documents on-screen rather than printing unnecessary draft copies.
- If absolutely necessary, print double-sided documents using economy print settings on printers and copiers whenever possible.
- Collect paper (box near the printer) that has previously been used on one side and reuse it within the office.
- Purchase remanufactured toner cartridges and refill or recycle empty toner cartridges.
- Use document formats that minimize unused space on each page (for example, narrow margins).
- Use reusable cloth or stainless steel coffee filter in office coffee machine.
- Use personal mugs instead of paper – and definitely no plastic!
- Recycle glass, cans, newspapers, corrugated cardboard and compostable items.
- Purchase reusable and durable supplies, such as rechargeable batteries and mechanical pencils.
- Purchase products with the maximum post-consumer recycled content available. Copy and printer should be 100% recycled content, other paper should be, unbleached, 30% - 100% post consumer waste recycled content or FSC (Forest Stewardship Council).
- Purchase products with minimal packaging and avoid single-use or disposable items.
- Consolidate orders to achieve bulk discounts and order consolidation when shipping.

REDUCE ELECTRICITY

- Turn off lights when not in use.
- Turn off computer equipment, including printers, at the end of the day.
- Unplug cell phone chargers when not being used.
- Turn off calculators, speakers, heaters, fans at the end of the day.

REDUCE FUEL

- Order supplies in bulk with weekly or biweekly delivery. Vendors may offer additional discounts for order consolidation.
- Ensure suppliers deliver in fuel-efficient vans.
- Use public transportation, bicycle, carpool or telecommute.

RECYCLE E-WASTE

- Through our collaboration with Green Initiatives, we are able to recycle e-waste with their [WE] Project. <http://greeninitiatives.cn/we>

XI. SUBCONTRACTING: Loop Swim does not permit subcontracting without our prior written approval. Direct suppliers are required to continuously monitor approved subcontractors and sub-suppliers for social and environmental responsibility.

XII. TRACEABILITY: Loop Swim and our suppliers are jointly responsible for ensuring social and environmental responsibility and the integrity of our product content claims from the yarn through to the finished goods. Loop Swim requires suppliers to map and continuously track and monitor all locations in all levels of their supply chain.

XIII. QUALITY: Factories must have a clearly documented quality system and quality improvement plan. That system must include reliable "in process" and final finished goods audits and procedures that meet Loop Swim' quality standards. These audits must be performed by a trained QA staff person provided by the factory. The QA staff person must be granted the autonomy and support he/she needs in order to provide an unbiased report on the quality of every shipment of finished goods.

CONTACT US: If employees or suppliers are violating any of these Code elements, we need to know about it. Please bring these issues to our attention by contacting us at info@finchdesigns.com. Please feel free to write in your local language. All information we receive will be kept in strict confidence and your identity protected.

THIS CODE OF CONDUCT AND OUR SEPARATE GRIEVANCE PHONE NUMBER DOCUMENT MUST BE POSTED NEXT TO EACH OTHER WITHIN THE FACTORY IN A CONSPICUOUS, FREELY ACCESSIBLE AREA IN THE LOCAL LANGUAGE(S) OF THE EMPLOYEE

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

Date: _____

By: _____

Name: Name of Person Signing

Title:

Date: _____

By: _____

Name: Heather Bowie Kaye

Title: Legal Representative, Co-Owner Loop Swim