

GO GREEN AGRICULTURE, INC. SUPPLIER CODE OF CONDUCT

I. PURPOSE

Go Green Agriculture, Inc. is committed to protecting the working rights and safety of the people who manufacture and produce the Goods it uses or sells, while recognizing and respecting the cultural and legal differences found throughout the world.

To these ends, Go Green expects its Suppliers and Facilities to comply, at a minimum, with all applicable labor, employment, health and safety, and environmental laws and regulations of the country where the Goods are produced. In the absence of Applicable Laws and Regulations, Suppliers and Facilities are expected to meet the requirements set forth in this Supplier Code of Conduct. Additionally, Go Green encourages its Suppliers to work to achieve Above and Beyond Goals.

Through this approach, Go Green believes that practical and realistic protections and improvements for Employees will occur. Go Green's Supplier Code of Conduct applies to all Suppliers who provide Goods to Go Green. Go Green will seek to utilize Suppliers that share its commitment and will monitor Suppliers' commitment to the Code. Go Green also reserves the right to terminate the relationship with any Supplier and/or Facility that does not comply with this Code.

This Supplier Code of Conduct may be amended by Go Green from time to time; its enforcement and/or interpretation rests solely with Go Green.

II. DEFINITIONS

Above and Beyond Goals include programs and policies adopted and implemented by Suppliers and Facilities that exceed the local laws and this Supplier Code of Conduct, and that seek to continuously improve the working conditions of employees and the protection of the environment.

Applicable Laws and Regulations mean all national, provincial, local and other applicable labor and employment, health and safety, and environmental laws and regulations of the country where the Goods are produced.

Code means this Supplier Code of Conduct

Go Green means Go Green Agriculture Inc., its subsidiaries, affiliates and joint ventures.

Employee(s) means any current or former employee, laborer, worker, or staff member employed or contracted by the Supplier, Facility or Subcontractor, which includes all foreign and migrant workers.

Facility means any entity that manufactures or produces the Goods sold to Go Green. The Facility may be either owned or contracted by the Supplier.

Home Worker means any individual who performs services related to the manufacturing, processing, harvesting or production of Goods sold to Go Green from his or her home or premises other than the Facility.

Goods means all materials, supplies, goods and services described in any Go Green purchase order including packaging, instructions, warranties, and materials normally included with such goods.



Subcontractor means any entity that is contracted by the Facility to produce, manufacture or create Goods sold to Go Green.

Supplier means the entity that has been contracted by Go Green to provide Goods.

Unauthorized Subcontracting means the assigning, delegating or otherwise transferring of any portion of a purchase order to a Facility without full disclosure to and consent by Go Green.

III. SUPPLIERS, FACILITIES, SUBCONTRACTORS AND HOME WORKERS

Supplier is responsible for ensuring compliance with Go Green's Supplier Code of Conduct throughout the Goods supply chain.

All Facilities engaged in the production of Goods sold to Go Green are required to be disclosed to and approved by Go Green. The failure to do so is considered Unauthorized Subcontracting.

Facility shall only employ or contract home work practices consistent with Applicable Laws and Regulations. Facility shall document and monitor all home work¹.

IV. DOCUMENTATION

The documentation necessary to verify compliance with Go Green's Supplier Code of Conduct and with all Applicable Laws and Regulations shall be maintained, and shall be made available upon request of Go Green or its third-party auditor. This requirement also applies to any third-party employment agencies used by the Facility. Documentation includes, but is not limited to licenses, permits, certifications, policies and procedures, and Employee and Facility records.

V. CHILD LABOR AND YOUNG WORKERS

All Employees shall be of at least legal age established by local law. If the local law does not set a minimum age, Employees must be at least fourteen (14) years old. Official and verifiable documentation of each Employee's date of birth, or a legally recognizable means of confirming each Employee's age, shall be maintained.

The use of legitimate workplace apprenticeship programs, which comply with Applicable Laws and Regulations, are permitted.

Employees under the age of eighteen (18) shall not perform hazardous work that may jeopardize their health, safety or morals. Hazardous work includes, but is not limited to, work at dangerous heights or in confined spaces; work with hazardous substances, dangerous machinery, equipment and tools, or work that involves the manual handling or transport of heavy loads; and night work².

VI. FORCED, BONDED, INDENTURED, SLAVE AND PRISON LABOR, AND HUMAN TRAFFICKING

All Employees shall work on a voluntary basis and not be subject to any exploitation, such as forced, bonded and indentured labor, or sexual exploitation. Employees shall not be subject to any forms of coercion, fraud, deception, or giving up control of their person to another for the purpose of such exploitation.

Employees shall not be mandated to work overtime hours or complete production quotas that result in a violation of legal working hour requirements. Employees shall maintain possession or have control of personal identity and travel documents. Employees' freedom of movement shall not be restricted, nor shall Employees be prevented from terminating employment. Wages shall not be withheld except as mandated by law.

¹ Adapted from International Labour Organization Home Work Convention, 1996 (No. 177) and Home Work Recommendation, 1996 (No. 184)¹

² Adapted from International Labour Organization Worst Forms of Child Labour Convention, 1999 (No. 182 & 190)



Supplier and Facility shall only use legally recognized employment agencies with a current license and shall ensure that recruitment of Employees, whether directly or indirectly, is in compliance with Applicable Laws and Regulations. Employees shall not pay any fees or other payments to the employer or agent for the purpose of being hired or as a condition of employment. No such fees shall be deducted and withheld from wages or otherwise passed on to the Employees.

The use of prison or convict labor must be consistent with laws where the Goods are manufactured, and with the laws where it is imported.

VII. ABUSE, HARASSMENT AND DISCIPLINARY ACTION

All Employees shall be treated with dignity and respect. Physical, sexual, verbal or mental abuse, coercion or threats, corporal punishment, or any form of harassment during hiring or employment is prohibited.

Written disciplinary policies and procedures and records of disciplinary actions for all Employees shall be maintained. Illegal or excessive disciplinary actions or monetary fines are prohibited.

Abusive security practices, including opposite sex frisking and removal of clothing, is prohibited.

VIII. LABOR AND EMPLOYMENT MANAGEMENT

Supplier and Facility shall comply with all Applicable Laws and Regulations including, but are not limited to, those that address: wages; working hours; discriminatory hiring and employment practices; Employees' right to associate freely; and use of foreign contract or migrant workers. Where not covered by Applicable Laws and Regulations, compliance with the following is required:

A. Terms of Employment

- Where required by law, Employees shall be provided with a written employment contract outlining the terms of employment, in a language understood by the Employee.
- Pregnancy or HIV tests, or birth control, shall not be required as a condition of employment.
- Employees' legal status shall be verified. Only Employees with valid work authorization issued by an appropriate legal authority shall be hired.
- Employee terminations shall be in full compliance with the law and copies of termination records shall be maintained.
- Employees' age documentation shall be verified, and where allowed by law, copies of such documents shall be maintained for each Employee.

B. Wages and Benefits

- Employees shall be paid at least the legal minimum and overtime wages for hours worked.
- Wages shall be paid at least monthly or on a legally required schedule, whichever is more strict. Wages shall be paid directly to the Employee, or if the Employee has agreed otherwise, paid directly into an Employee-controlled account. An itemized wage statement for all Employees shall be provided, which, at a minimum, shall include pay period, wages earned for pay period, rate of pay, regular and overtime hours worked, deductions, and benefits.
- Employees shall be provided all legally mandated benefits, including Social Security, parental leave, annual leave, sick leave and statutory holidays.
- Accurate payroll and production records shall be maintained.

C. Regular Working Hours and Overtime Hours

- Employees' regular and overtime working hours shall not exceed legal limits. Employees shall be allowed to refuse to work overtime without punishment, penalty or disciplinary action.
- At least one day off in a seven-day workweek shall be provided. Exceptions to this requirement must be in compliance with the law and only due to exceptional circumstances, such as work that is continuous in nature or in the event of an emergency.



D. Discrimination

Discrimination in hiring and employment practices based on race, color, religion, gender, age, national, social or ethnic origin, maternity, sexual orientation, political opinion, disability, or any other status or personal characteristic shall not be allowed.

Employee medical tests that can be used to discriminate in hiring or employment practices shall not be required.

E. Foreign or Migrant Employees

Foreign or migrant Employees shall: a) be employed in full compliance with the laws of the host country, including employment, labor and immigration laws; and b) not be subjected to threats of termination or deportation.

F. Grievance Mechanism

If allowed by law, an anonymous and confidential method for all Employees to raise concerns to senior level management at the Facility without fear of retaliation shall be provided. Employees' submissions and the progress of their resolution shall be tracked and recorded.

IX. HEALTH AND SAFETY

Supplier and Facility shall comply with all Applicable Laws and Regulations including, but not limited to, those that address the health and safety of the Employees. Where not covered by Applicable Laws and Regulations, compliance with the following is required:

A. Health and Safety Education

- Employees shall be provided with information on health and safety, and good sanitation maintenance. Health and safety notices shall be posted and updated. All health and safety information shall be in language(s) understood by all Employees.
- Employees who work with or are exposed to chemicals and hazardous materials shall be trained on safe handling, storage and disposal of these materials.
- Employees who work with dangerous equipment shall be trained on safe operation and handling. Safety signs and manuals for all dangerous equipment shall be provided.
- Employees shall be trained on evacuation procedures in case of emergency.

B. Fire Safety and Emergency Evacuation

- Emergency exits shall be clearly marked, free of any obstructions, unlocked and provided with signs understood by all Employees
- Emergency alarms shall be clearly marked, free of any obstructions and easy to detect in areas with high noise levels.
- Evacuation plot plans shall be provided in Employee areas and along emergency exit routes.

C. Electrical Safety

Electrical panels, wiring and outlets shall not be damaged, exposed, or pose a trip hazard.

D. First Aid and Emergency Care

- Procedures shall be adopted and steps shall be taken to prevent accidents, injuries and the spread of diseases.
- In the event of serious injuries, Employees shall receive medical treatment at the nearest medical facility. These services shall be provided at no cost to the Employees, unless such Employees' health insurance coverage, if any, provides otherwise.
- Fully stocked and clearly marked locations of first-aid medical supplies shall be
- accessible to Employees.
- Eye-wash stations and/or chemical showers shall be provided when required by law and/or under relevant working conditions.



- Records of Employee accidents and injuries shall be maintained, including records of investigations, and corrective and preventive actions.

E. Ventilation and Lighting

Properly ventilated work areas shall be provided, especially in all areas where painting, lacquering, spraying, or sanding is done or where chemicals or hazardous materials are used. In hot environments, sufficient fans shall be provided, and in cold environments, sufficient heating shall be provided without risk to Employee safety.

Adequate lighting in the work space for all Employees shall be provided.

F. Uniforms and Personal Protective Equipment

Uniforms and personal protective equipment, if required, shall be provided at no cost to Employees.

Personal protective equipment shall be provided to all Employees performing tasks involving painting, lacquering, spraying, sanding or application of chemicals or hazardous materials, and to all Employees exposed to physical dangers. Personal protective equipment includes, but is not limited to: face masks, eye protection, gloves, welding masks, hard hats, safety shoes, insulated clothing and hearing protection.

G. Sanitation

Adequate and clean toilet and hand-washing facilities shall be provided with running water and necessary supplies. Such facilities shall be well-lit, ventilated, private and separated by gender.

H. Drinking Water

Safe drinking water shall be provided that is easily accessible to all Employees at all times. There shall be no restrictions on drinking water.

M. Children in the Work Place

Individuals under the age of 18 who are not working at the Facility shall not be in the production areas.

X. ENVIRONMENTAL MANAGEMENT

In manufacturing and processing operations, adverse impacts upon the community, environment and natural resources shall be minimized while safeguarding the health and safety of the public.

Supplier and Facility shall comply with all Applicable Laws and Regulations that address the environment. Where not covered by Applicable Laws and Regulations, compliance with the following is required:

A. Handling and Disposal of Hazardous Waste

All chemicals and hazardous materials, including wastewater and solid waste generated from operations, shall be handled and disposed of using environmentally responsible practices

B. Use of Ozone-Depleting Chemicals

To improve the air quality when using chemicals and hazardous materials, the elimination of ozone-depleting chemicals (ODCs) during the manufacturing process is strongly encouraged.

C. Recycling

Recycling is strongly encouraged.

XIV. CONSEQUENCES OF CODE VIOLATIONS

A. Critical Violations

Definition: Findings of any of the following:

1. Illegal child labor



2. Forced, bonded, indentured, slave and illegal prison or convict labor, and human trafficking
3. Physical or sexual abuse
4. Bribery or attempted bribery
5. Health and safety conditions posing immediate risk to life and limb
6. Corruption, deception or falsification of records

Failure to follow Applicable Laws and Regulations that address the payment of minimum wage, overtime wage, timely wage payments, and failure to provide rest days may also be considered Critical Violations.

Actions Required:

All violations must cease immediately. Within 48 hours of notification to the Supplier of a violation, a detailed and proactive corrective action plan, addressing all violations shall be submitted to Go Green.

Consequences:

Where a Supplier's Facility is cited with a Critical Violation, or where a Supplier has contracted with a second Facility cited with a Critical Violation, Go Green reserves the right to interrupt or terminate the business relationship.

