
ACCELL GROUP CODE OF CONDUCT FOR SUPPLIERS
ACCELL 集团供应商行为准则

This Code of Conduct for Suppliers (the "Code of Conduct") was drawn up by the Board of Directors of Accell Group NV on 1 November 2021.

本供应商行为准则（“本行为准则”）由 Accell Group NV 董事会于 2021 年 11 月 1 日起草。

This Code of Conduct is published on the website of Accell Group NV: www.accell-group.com, under "Corporate Governance".

本行为准则公布在 Accell Group NV 网站（www.accell-group.com）“公司治理”栏下。

Accell Group NV and its group companies (together referred to as "Accell Group") is committed to the highest standards of social and environmental responsibility and we expect our suppliers, buying agents and (sub)contractors ("Suppliers") to operate on the same basis. Suppliers should therefore operate on the basis of respect, appreciation and commitment and all their activities must be carried out with honesty, sincerity, care and integrity.

Accell Group NV 及其各集团公司（合称“Accell 集团”）承诺承担最高标准的社会和环境责任，我们允许供应商、采购代理和（分包）承包商（“供应商”）在相同的基础上运作。因此，供应商应在尊重、感恩和承诺的基础上运作，其所有活动都必须诚实、真诚、谨慎和正直地进行。

This Code of Conduct outlines the fundamental requirements concerning safe and fair working conditions and the responsible management of environmental and social issues in the supply chain of Accell Group. Accell Group expects from all Suppliers of Accell Group to act in accordance with this Code of Conduct including aligning policies, practices and guidelines and communicating and enforcing the Code of Conduct throughout their organization and across their supply chain.

本行为准则概述了 Accell 集团供应链中关于安全和公平工作条件的基本要求，以及负责任地管理 Accell 集团供应链中的环境和社会问题。Accell 集团期望其所有供应商都根据本行为准则行事，包括统一政策、实践和指导方针，在其整个组织和供应链中沟通和执行本行为准则。

This Code of Conduct is in compliance with the World Federation of Sporting Goods Industry ("WFSGI") code of conduct, the international labour standards outlined in the relevant conventions of the International Labour Organization ("ILO"), and the UN Declaration of Human Rights.

本行为准则符合世界体育用品工业联合会（“WFSGI”）的行为准则、国际劳工组织（“ILO”）相关公约中列出的国际劳工标准以及联合国人权宣言。

1 General

<p>1.1 The Supplier shall adhere to this Code of Conduct and shall ensure that its contractors and suppliers adhere to this Code of Conduct.</p>	<p>1 总则</p> <p>1.1 供应商应遵守本行为准则，并确保其承包商和供应商遵守本行为准则。</p>
<p>2 Legal Compliance</p> <p>2.1 In all its activities, the Supplier shall operate in full compliance with national and local laws, rules and regulations relevant to its business operations. Local industry standards should prevail when providing a higher level of protection than the local legal requirements.</p> <p>2.2 In countries where the legal requirements fall short of internationally recognized standards, the Supplier should at least apply the minimum criteria as set forth in this Code of Conduct.</p>	<p>2 法律合规</p> <p>2.1 供应商在其进行的所有活动中，应完全遵守与其业务经营相关的国家和地方法律、法规和规章。当当地行业标准所提供的保护水平高于当地法律要求时，应优先适用当地行业标准。</p> <p>2.2 在法律要求未达到国际公认标准的国家，供应商应至少适用本行为准则中规定的最低标准。</p>
<p>3 Human Rights and Labour</p> <p>3.1 The Supplier must abide by applicable employment standards, labor, non-discrimination and shall recognize and respect internationally proclaimed human rights legislation.</p> <p>3.2 The Supplier shall treat every employee with respect and dignity and every employee shall have the right to a workplace free from physical, sexual, psychological or verbal harassment or abuse.</p> <p>3.3 In any event the Supplier shall apply the minimum criteria as set out hereafter:</p> <p><u>Child labour</u></p>	<p>3 人权和劳工</p> <p>3.1 供应商必须遵守适用的雇用标准、劳工、非歧视，并应承认和尊重国际上宣布的人权法规。</p> <p>3.2 供应商应尊重并有尊严地对待每一位员工，每一位员工应有权在工作场所免受人身、性、心理或言语骚扰或虐待。</p> <p>3.3 在任何情况下，供应商均应适用以下规定的最低标准：</p> <p><u>童工</u></p>
<p>3.4 The Supplier does not resort to using persons at an age younger than 15 (or 14 where the law of the country of</p>	<p>3.4 供应商不得使用年龄小于 15 岁（或 14 岁，生产国法律允许）或小于完成义务教</p>

manufacture allows) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15, for any operation whatsoever.

育年龄（如果该年龄大于 15 岁）的员工从事任何作业。

3.5 The Supplier does not expose young employees under 18 to situations that are hazardous, unsafe or harmful to health.

3.5 供应商不得使 18 岁以下的年轻员工从事危险、不安全或有害健康的工作。

3.6 The Supplier must verify the age of its employees and maintain copies of its employees' proof of age.

3.6 供应商必须核实其员工的年龄，并保留其员工年龄证明的复印件。

Forced Labour

强迫劳动

3.7 The Supplier does not resort to or allow the use of forced labour, whether in the form of prison labor, indentured labor, bonded labor, or other forms of forced labour. No employee can be compelled to work through force, the threat of force or intimidation of any form.

3.7 供应商不得诉诸或允许使用强迫劳动，无论是监狱劳动、契约劳动、抵押劳动或其他形式的强迫劳动。不得以暴力、暴力威胁或任何形式的恐吓的方式强迫员工工作。

3.8 The Supplier's personnel must be free to leave the work area after completing the standard work hours. Employees are free to stop working for the Supplier if reasonable notice has been given.

3.8 供应商员工在完成标准工作时间后可自由离开工作区域。在发出合理通知的情况下，员工可停止为供应商工作。

3.9 The Supplier must furthermore not engage in or support human trafficking and is encouraged to implement due diligence measures to ensure that no human trafficking exists within their extended supply chains. The Supplier must fully comply with requirements of applicable slavery, forced labour and human trafficking laws without limitation.

3.9 供应商还不得参与或支持人口贩运，并鼓励供应商采取尽职调查措施，以确保其延伸供应链中不存在人口贩运。供应商必须不受限制地完全遵守适用的奴隶制、强迫劳动和人口贩运法律的要求。

Disciplinary Practices

惩戒措施

3.10 The Supplier does not resort to or allow the use of corporal punishment or any other form of physical or psychological coercion or intimidation against employees.

3.10 供应商不得诉诸或允许使用体罚或任何其他形式的对员工的身体或心理的强迫或恐吓。

3.11 The Supplier does not authorize any behavior, including gestures, language and physical contact, that is sexually coercive, threatening, abusive or exploitative.

Non-discrimination

3.12 The Supplier shall employ employees solely on the basis of their ability to do the job, and shall not resort to or allow discrimination on the basis of age, gender, racial characteristics, maternity or marital status, disability, sexual orientation, nationality or cultural, religious or personal beliefs, political opinion, or social or ethnic origin or otherwise in relation to hiring, wages, benefits, advancement, disciplines, termination or retirement.

Freedom of Association and Collective Bargaining

3.13 The Supplier shall recognize and respect the rights of employees to join employees organizations and associations of their own choosing, and to bargain collectively, without interference, discrimination, retaliation or harassment. Where the right to freedom of association and collective bargaining is restricted under local law, the employer shall consider the development of parallel means for independent and free association and bargaining.

Health and Safety

3.14 The Supplier provides all its employees with adequate information and instruction on health and safety concerns and to enable its employees to meet their responsibilities for the maintenance of a health and safe workplace.

3.11 供应商不得授权任何性强迫、威胁、虐待或剥削的行为，包括手势、语言和身体接触。

非歧视

3.12 供应商只能根据员工的工作能力雇用员工，不得诉诸或允许基于年龄、性别、种族、孕产或婚姻状况、残疾、性取向、国籍或文化、宗教或个人信仰、政治观点、社会出身或民族出身的歧视，或其他与雇用、工资、福利、晋升、纪律、解雇或退休有关的歧视。

结社自由和集体谈判

3.13 供应商应承认并尊重员工参加他们自己选择的员工组织和协会的权利，以及集体谈判的权利，不受干扰、歧视、报复或骚扰。当当地法律限制结社自由和集体谈判的权利时，雇主应考虑发展独立和自由的结社和谈判的平行方式。

健康和安全

3.14 供应商就健康和安全问题向其所有员工提供足够的信息和指导，以确保其员工履行其维护健康和安全工作场所的职责。

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| <p>3.15 The Supplier guarantees that it complies with all applicable safety and health laws and regulations.</p> | <p>3.15 供应商保证其遵守所有适用的安全和健康法律法规。</p> |
| <p>3.16 Supplier makes sure that the work environment is safe, clean and wholesome and that it takes adequate measures to avoid accidents, bodily injury and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.</p> | <p>3.16 供应商应确保工作环境安全、清洁和有益健康, 并采取足够的措施避免因工作过程或雇主设施的运行而引起的、与之相关的或发生的事故、人身伤害和健康损害。</p> |
| <p>3.17 This includes protection from the risk of fire, accidents, and toxic substances, or any other industrial, environmental or climatic risk. There must be appropriate lighting, ventilation and heating systems.</p> | <p>3.17 这包括防止火灾、事故、有毒物质或任何其他工业、环境或气候风险。必须有适当的照明、通风和供暖系统。</p> |
| <p>3.18 Protective rules relating to pregnant women shall be applied by the Supplier.</p> | <p>3.18 供应商应采用与孕妇有关的保护性规定。</p> |
| <p>3.19 The Supplier shall ensure that employees have access at all times to potable water, sanitary washing facilities and an adequate number of clean toilets, fire extinguishers, and fire exits. The Supplier's buildings can also be evacuated quickly and effectively.</p> | <p>3.19 供应商应确保员工在任何时候都能使用饮用水、卫生洗涤设施和足够数量的清洁厕所、灭火器和安全出口。供应商的建筑物也能进行快速有效的疏散。</p> |
| <p>3.20 The Supplier must have safety and health policies and procedures that are clearly communicated to the employees.</p> | <p>3.20 供应商必须有明确传达给员工的安全和健康政策和程序。</p> |
| <p>3.21 The Supplier shall ensure that the before mentioned standards and requirements also apply to employee residential facilities, where provided to employees.</p> | <p>3.21 供应商应确保上述标准和要求也适用于提供给员工的员工居住设施。</p> |

Wages and Benefits

工资和福利

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| <p>3.22 The Supplier shall provide wages that comply with all applicable laws and regulations or that are in line with the prevailing local manufacturing or industry rates, and the individual's</p> | <p>3.22 供应商提供的工资应符合所有适用的法律法规的规定, 或符合当地生产或行业通行的标准, 以及员工的雇佣合同或其他适用的合同或集体协议的规定。工资必须始</p> |
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employment contract or other applicable contract or collective agreement. The wages must always be adequate to meet the basic needs of employees. In all cases wages should be fully compensating for all time worked and must equal or exceed the minimum wage or the prevailing industry wage, whichever is higher.

终足以满足员工的基本需求。在任何情况下，工资都应是对所有工作时间的充分补偿，必须等于或高于最低工资或行业通行工资，以较高者为准。

3.23 Each employee shall be provided with all legally mandated benefits. These may include: meals or meal subsidies; transportation or transportation subsidies; other cash allowances; pension; health care; child care; emergency, pregnancy or sick leave; religious or bereavement leave; and contributions for social security and other insurance, including life, health and employees compensation.

3.23 所有员工都应获得法律强制要求的福利。这些福利包括：膳食或膳食补贴；交通或交通补贴；其他现金补贴；养老金；医疗保健；育儿；急诊、孕期或病假；宗教或丧亲假；社会保险和其他保险，包括人寿、健康和员工补偿。

3.24 In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at the premium rate in accordance with the law of the country of manufacture. In those countries where such laws do not exist, employees shall be compensated at a rate exceeding their regular hourly compensation rate, regardless of whether employees are compensated hourly or by piece rate.

3.24 除了正常工作时间的工资外，员工还应根据生产国的法律以溢价获得加班工资补偿。在没有此类法律的国家，无论员工是按小时计酬还是按计件计酬，员工都应获得高于正常每小时补偿率的工资报酬。

Working Hours

工作时间

3.25 Employees shall not be required, except in extraordinary business circumstances, to work in excess of 60 hours per week, including overtime, or the local legal requirement, whichever is less. Employees shall never work more than 6 consecutive days and be entitled to at least one day off for every seven day period.

3.25 除非在特殊业务情况下，不得要求员工每周工作超过 60 小时，包括加班，或当地法律要求，以较少者为准。员工连续工作不得超过 6 天，且每 7 天至少休息 1 天。

3.26 While it is understood that overtime may be required, Suppliers shall carry out operations in ways that limit

3.26 虽然可能需要加班，但供应商应将加班时间限制在确保人性化和生产性的工作条

overtime to a level that ensures humane and productive working conditions.

件的水平。

3.27 Employees shall be granted and correctly compensated for any types of paid leave or time off to which they are legally entitled, which may include, holiday, maternity/parental leave, family care leave and sick leave.

3.27 对于员工依法享有的任何类型的带薪休假或休息时间, 包括假期、产假、育儿假、家庭护理假和病假, 应给予适当补偿。

Grievance Mechanism

投诉机制

3.28 Supplier must have a process in place through which employees can raise workplace concerns without fear or retaliation. The grievance mechanism should be transparent and understandable to employees, and should ensure the protection of whistle blowers.

3.28 供应商必须建立一套程序, 通过这个程序, 员工能够在没有恐惧或报复的情况下, 提出工作场所的问题。投诉机制应对员工保持透明并易于理解, 并确保举报人得到保护。

4 Environmental Protection

4 环境保护

4.1 The Accell Group requires its Suppliers to have environmental sustainability commitments and operating standards comparable to our own. The Supplier shall therefore comply with all applicable laws and regulations in respect of protecting the environment and make sure it obtains the valid required environmental permits and registrations at all times for its business operations. The Supplier shall maintain procedures for notifying local authorities in the event of an environmental accidents resulting from the Supplier's operation.

4.1 Accell 集团要求我们的供应商做出与我们类似的环境可持续性承诺和运营标准。因此, 供应商应遵守有关环境保护的所有适用法律法规, 并确保其业务运营始终获得有效的环境许可证和登记注册。供应商应建立一套程序, 以便在其运营导致环境事故时, 通知当地政府部门。

4.2 Reduction of carbon.

4.2 碳减排。

4.3 The Supplier should aim for progressive improvement in its environmental performance, not only in its own operations, but also in its relationships with partners and subcontractors. This includes:

4.3 供应商应致力于逐步改善其环境绩效, 不仅在自身运营中, 而且在与合作伙伴和分包商的关系中。这包括:

- a) 将可持续性原则融入商业决策;
- b) 负责任地使用自然资源, 如土地、土

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- a) Integrating principles of sustainability into business decisions;
 - b) Responsible use of natural resources such as land, soil, energy and water;
 - c) Reducing, minimizing and avoiding pollution and waste including solid, liquid and atmospheric conditions;
 - d) Designing and developing products, materials and technologies according to the principles of sustainability;
 - e) Encourage environmental friendly technologies implementing sound live-cycle practices and voiding adverse effects on the community; and
 - f) Commits to reducing its carbon foot print in accordance with the applicable standards.
- 壤、能源和水；
 - c) 减少、最小化和避免污染和废物，包括固体、液体和大气状况；
 - d) 根据可持续性原则设计和开发产品、材料和技术；
 - e) 鼓励使用环保技术，实施健康的生命周期实践，消除对社会的不利影响；以及
 - f) 承诺根据适用标准降低其碳足迹。

5 Integrity

5.1 Accell Group conducts its business with honesty and integrity, and in compliance with requirements of all applicable laws. As such, Accell Group expects its Suppliers to maintain the highest standards of integrity, which shall include in any event, but is not limited to:

- a) Anti-bribery and corruption: any and all forms of bribery are strictly forbidden. The Supplier shall not accept or give personal gifts, remunerations or any other favors that could affect the integrity of business decision-making. The Supplier shall have adequate internal procedures in place to ensure adherence to applicable anti-bribery and corruption laws;
- b) Money laundering;
- c) Fraud;
- d) Tax evasion; and
- e) Conflicts of interest.

5 诚信

5.1 Accell 集团以诚实、诚信的原则开展业务，并遵守所有适用法律的要求。因此，Accell 集团期望其供应商保持最高的诚信标准，在任何情况下，诚信标准均应包括但不限于：

- a) 反贿赂和腐败：任何形式的贿赂均被严格禁止。供应商不得接受或给予可能影响业务决策公正性的私人礼物、酬金或任何其他好处。供应商应制定适当的内部程序，以确保遵守适用的反贿赂和腐败法律；
- b) 洗钱；
- c) 欺诈；
- d) 逃税；以及
- e) 利益冲突。

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| <p>5.2 The Supplier shall keep financial records in accordance with all relevant legal and regulatory requirements and applicable accounting practices.</p> <p>5.3 The Supplier should take appropriate steps to ensure that all who act for or on its behalf comply with such obligations.</p> | <p>5.2 供应商应根据所有相关法律和监管要求以及适用的会计惯例保留财务记录。</p> <p>5.3 供应商应采取适当措施，以确保所有代表其行事的人员均遵守该等义务。</p> |
| <p>6 Competition</p> | |
| <p>6.1 The Supplier shall adhere to all applicable competition laws and, in particular, will not fix prices, rig bids, allocate customers or markets or exchange current, recent, or future pricing information with its competitors.</p> | <p>6 竞争</p> <p>6.1 供应商应遵守所有适用的竞争法，尤其是，不得固定价格、操纵投标、分配客户或市场或与竞争对手交换当前、近期或未来的价格信息。</p> |
| <p>7 Privacy and Data Protection</p> | |
| <p>7.1 The Supplier shall protect confidential information. The Supplier must adopt and maintain processes to provide reasonable protections for personal, proprietary and confidential information, including information that they access, receive or process on behalf of the Accell Group. The Supplier must comply with all applicable privacy / data protection and information security laws and regulations.</p> | <p>7 隐私和数据保护</p> <p>7.1 供应商应保护保密信息。供应商必须采取并维持相关程序，为个人、专有数据和保密信息提供合理的保护，包括其代表 Accell 集团访问、接收或处理的信息。供应商必须遵守所有适用的隐私/数据保护和信息安全法律法规。</p> |
| <p>8 Monitoring of Compliance</p> | |
| <p>8.1 The Supplier undertakes to meet all the obligations set out in this Code of Conduct and takes the corrective and preventive measures necessary to anticipate, identify, analyze, resolve and monitor any breach of this Code of Conduct.</p> <p>8.2 The Supplier authorizes Accell Group and its principals to conduct scheduled and unscheduled inspections of</p> | <p>8 合规监督</p> <p>8.1 供应商承诺遵守本行为准则中规定的所有义务，并采取必要的纠正和预防措施，以预见、识别、分析、解决和监控任何违反本行为准则的行为。</p> <p>8.2 供应商授权 Accell 集团及其负责人对供应商的设施进行定期和不定期的检查，以</p> |

Supplier's facilities for the purpose of ensuring compliance with this Code of Conduct.

确保遵守本行为准则。

8.3 When violations are found, Accell Group and the Supplier concerned will agree on a corrective action plan that eliminates the problem in a timely manner. If it is determined that a Supplier is knowingly and/or repeatedly in violation of this Code of Conduct, Accell Group and its principals shall take appropriate corrective action, which may include cancellation of orders and/or termination of business with the Supplier in question.

8.3 如发现违规行为, Accell 集团和相关供应商应就及时消除问题的纠正行动计划达成一致。如确定供应商故意和/或反复违反本行为准则, Accell 集团及其负责人应采取适当的纠正行动,可能包括取消订单和/或终止与该供应商的业务往来。

9 Supplier Agreement

9 供应商协议

9.1 Accell Group is dedicated to full and complete compliance with all laws and regulations applicable to the conduct of its business and expects the utmost cooperation and commitment to such efforts from its Suppliers. It is therefore requested that the owner, president, managing director or chairperson (or other authorized representative) of the Supplier's company signs and returns a copy of this Code of Conduct thereby confirming the understanding of its contents and agreement to undertake the obligations set forth herein.

9.1 Accell 集团致力于全面遵守适用于其业务经营的所有法律法规,并期待其供应商对该等努力给予最大的合作和承诺。因此,供应商公司的所有人、总裁、执行董事或董事长(或其他授权代表)需要签署本行为准则并将其返还,以确认理解本行为准则的内容并同意承担本行为准则中规定的义务。

In closing, we highly value the relationship with your company and believe that you share our compliance concerns. Thank you in advance for your cooperation and we look forward to continually strengthening our relationship for years to come.

在此,我们高度重视与贵公司的关系,并相信贵公司与我们一样关注合规问题。在此感谢贵公司的合作,我们期待在未来不断加强我们的合作关系。

For agreement

为达成共识

Company:

公司:

Name signatory:

签字人姓名:

Title:

职务:

Version 1 版本 1
1 November 2021 2021 年 11 月 1 日

Date:

Place:

Signature:

日期:

地点:

签字: