

CODE OF CONDUCT

Verde Tecido Global LLP

"Where thoughtful merch meets purposeful gifting."

This Code of Conduct reflects the values, purpose, and principles that guide every decision, relationship, and action at Tecido Global.

This Code of Conduct ("**Code**") sets out the ethical standards, professional expectations, and behavioural principles that govern all individuals associated with **Verde Tecido Global LLP** (hereinafter referred to as "Tecido Global", "Tecido", "Company", "LLP", "we", "us", or "our"), a Mumbai-based B2B corporate gifting company. This Code applies to all employees, trainee and interns of the Company.

This Code is grounded in our Vision to be the most trusted and preferred corporate gifting partner — known for professionalism, creativity, and value-added services — and our Mission to help companies celebrate meaningful connections through thoughtful and memorable gifting experiences.

This Code is to be read in conjunction with all applicable laws of India, including but not limited to the Indian Contract Act, 1872; the Prevention of Corruption Act, 1988; the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013; and any other regulations applicable to MSME-registered entities.

1. Definitions

For the purposes of this Code, the following terms shall have the meanings ascribed to them:

Associated Person: Any founder, co-founder, employee, intern or trainee of the Company, whether working full-time or part-time.

CEO: Chief Executive Officer of Verde Tecido Global LLP.

Conflict of Interest: Any personal, financial, or professional interest that conflicts, or appears to conflict, with the interests of the Company.

Confidential Information: Any non-public information pertaining to the Company's clients, business strategy, pricing, vendor relationships, product offerings, or financial data.

Misconduct: Any conduct that violates this Code, applicable law, or the ethical standards expected of an Associated Person.

Reporting Authority: The employee of the Company to whom the other employee / trainee / intern reports.

2. Our Foundational Values

This Code is an expression of the five core values upon which Tecido Global was built. Every principle herein flows from these values, which guide our conduct with clients, partners, artisans, and each other.

01 Client-Centricity — People First
We place the needs, trust, and relationships of our clients at the heart of every decision. Our gifting solutions are a reflection of the human connections our clients seek to celebrate.

02 Quality — Premium Standard
We deliver premium products with meticulous attention to detail in selection, curation and packaging. We hold ourselves to standards we are proud to put our name on.

03 Creativity — Bespoke Solutions
We curate innovative, customised gifting solutions designed to stand out and leave a lasting impression. We embrace originality and treat every brief as an opportunity to create something meaningful.

04 Reliability — Always On Time
We ensure consistent quality, timely service, and professional execution for a seamless client experience. Our word is our commitment.

05 Sustainability — Planet Positive
We promote eco-friendly and responsible gifting solutions that reflect our commitment to the society and our planet.

4. Professional Integrity and Ethics

4.1 Honesty and Transparency

All Associated Persons shall conduct themselves with honesty, transparency, and good faith in all professional dealings. We do not misrepresent our products, services, capabilities, or affiliations to clients, partners, or any other stakeholder.

4.2 Anti-Bribery and Anti-Corruption

Tecido Global maintains a zero-tolerance position on bribery and corruption in all its forms, whether in dealings with public officials or private parties. No Associated Person shall:

- Offer, give, request, or accept any bribe, kickback, or unlawful gratification in connection with Company business;
- Make facilitation payments of any kind, even where locally tolerated; or
- Use a third party as a conduit to circumvent this prohibition.

Gifts and hospitality exchanged in the ordinary course of business must be of nominal and reasonable value, transparent in nature, and not intended to improperly influence any decision. Gifts of cash or cash equivalents are strictly prohibited.

4.3 Conflict of Interest

Associated Persons shall avoid situations in which their personal or financial interests conflict, or may appear to conflict, with those of the Company. Where a potential conflict arises, it must be disclosed promptly to the Reporting Authority. Undisclosed conflicts of interest constitute a breach of this Code.

Common situations requiring disclosure include, but are not limited to: holding a financial interest in a client, supplier, or competitor; engaging in outside employment that interferes with duties to the Company; or participating in a procurement decision involving a related party.

4.4 Fair Dealing

We compete and conduct business fairly. Associated Persons shall not engage in unfair, deceptive, or manipulative practices with clients, competitors, or vendors. We respect the rights of all parties in the commercial ecosystem.

5. Client Relationships and Service Excellence

Our commitment to Client-Centricity is not merely aspirational — it is operational. Every engagement with a client is an opportunity to demonstrate that Tecido Global places people first.

5.1 Client Commitments

- Understand each client's objectives, culture, and recipient demographics before proposing gifting solutions;
- Communicate clearly, honestly, and promptly at all stages of an engagement;
- Honour delivery timelines, quality commitments, and pricing agreed upon in proposals or contracts;
- Escalate proactively where a commitment is at risk, rather than allowing a client to be surprised; and
- Protect client data and confidential briefing information with the same diligence as the Company's own.

5.2 Quality Standards

All products and packaging procured or curated under the Tecido Global brand must meet the Company's premium quality standards. Associated Persons involved in procurement, curation, or quality control must not approve substandard goods in order to meet cost or timeline pressures. Client satisfaction is a long-term asset; it is never to be traded for short-term convenience.

6. NGO and Artisan Partner Ethics

Tecido Global's distinctive purpose is rooted in its partnerships with NGOs and artisan communities. This Code holds these relationships to the highest ethical standard.

6.1 Fair and Respectful Engagement

- Associated Persons shall not exploit the vulnerability of artisan or NGO partners through unfair pricing, last-minute cancellations, or unilateral changes to agreed terms; and

- The dignity, cultural identity, and intellectual property of artisan communities shall be respected and protected at all times.

6.2 Authentic Representation

The NGO-made and artisan-crafted provenance of our products is a cornerstone of our brand promise and a key differentiator in the market. Associated Persons must ensure that no product is represented as NGO-made or artisan-crafted unless it genuinely is. Misrepresentation of provenance is a serious breach of this Code and may constitute consumer fraud.

6.3 No Child or Forced Labour

Tecido Global unequivocally prohibits the use of child labour or forced labour in any part of its supply chain. Associated Persons engaged in vendor or partner onboarding must verify, to the best of their ability, that no such practices exist within a partner's operations. Any credible indication of such practices must be reported immediately to the Reporting Authority.

7. Workplace Conduct and Respect

7.1 Respectful Workplace

Tecido Global is committed to a workplace where every individual is treated with respect and dignity. Discrimination, harassment, intimidation, or bullying on the basis of gender, religion, caste, age, disability, sexual orientation, marital status, or any other ground is strictly prohibited.

7.2 Prevention of Sexual Harassment

The Company is committed to full compliance with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. All Associated Persons are required to:

- Maintain a professional and respectful environment free from sexual harassment;
- Report any incident of sexual harassment to the CEO or, where constituted, the Internal Complaints Committee; and
- Cooperate in good faith with any inquiry or investigation conducted under the applicable law.

Retaliation against any person who reports in good faith or participates in an inquiry is prohibited and will itself be treated as Misconduct.

7.3 Inclusive and Collaborative Culture

We celebrate the diversity of perspectives, backgrounds, and experiences that our team brings. Associated Persons are expected to foster a culture of inclusion, openness, and constructive collaboration — one that reflects the thoughtfulness at the heart of what we do for our clients.

8. Confidentiality and Information Security

8.1 Confidentiality Obligations

Associated Persons have access to Confidential Information in the course of their engagement with the Company. Such information shall:

- Not be disclosed to any third party without prior written authorisation from the CEO;
- Be used solely for the purpose of fulfilling duties to the Company; and
- Be handled with reasonable care to prevent inadvertent disclosure.

Confidentiality obligations survive the termination of an individual's engagement with the Company, for as long as the information remains non-public.

8.2 Client Data Protection

Client data, including contact details, gifting briefs, organisational information, and procurement data, is collected and handled in accordance with the Company's Privacy Policy and applicable data protection laws, including the Digital Personal Data Protection Act, 2023. Associated Persons must not access, use, or share client data beyond what is required for their role.

8.3 Intellectual Property

All intellectual property created by Associated Persons in the course of their engagement with the Company — including designs, concepts, copy, and creative works — vests in the Company unless expressly agreed otherwise in writing. Associated Persons shall not use the Company's brand assets, trademarks, or creative works for personal or external purposes without authorisation.

9. Sustainability and Social Responsibility

Our Sustainability value — Planet Positive — is not a badge; it is a responsibility embedded in every sourcing decision, packaging choice, and partner engagement.

- Associated Persons shall give active preference to eco-friendly materials, recyclable packaging, and low-carbon logistics options when procuring or recommending products;
- We shall not make sustainability claims about our products that are false, exaggerated, or unverifiable — greenwashing is a breach of both this Code and our brand integrity;
- The social and environmental practices of vendors and artisan partners shall be considered as part of the onboarding and periodic review process; and
- Associates are encouraged to identify and propose improvements to the Company's environmental footprint as part of their professional contribution.

10. Social Media and External Communications

Associated Persons who communicate publicly — whether on personal social media, at industry events, in the press, or in any other public forum — must be mindful of the potential impact of their statements on the Company's reputation.

- Official statements on behalf of the Company may only be made by the CEO or persons expressly authorised to do so;
- Personal social media use shall not include disclosure of Confidential Information, disparagement of clients, competitors, or partners, or statements that could reasonably be attributed to the Company and that conflict with its values; and
- Where in doubt as to whether a communication is appropriate, Associated Persons shall seek guidance from the CEO before publishing.

11. Compliance with Applicable Law

All Associated Persons are required to conduct themselves in compliance with all applicable laws, regulations, and contractual obligations.

Ignorance of law shall not be a defence. Where Associated Persons are uncertain about the legal implications of a course of action, they must seek clarification from the Reporting Authority before proceeding.

12. Reporting Concerns and Whistleblower Protection

12.1 Obligation to Report

Associated Persons who become aware of any actual or suspected violation of this Code, applicable law, or Company policy have a responsibility to report such concerns promptly. Silence in the face of known or suspected Misconduct is itself a breach of this Code.

12.2 How to Report

Concerns may be raised by contacting:

Authority: Chief Executive Officer (CEO)

Address: 20th Floor, Oberoi Commerz II, Oberoi Garden City, Goregaon (E), Mumbai, India

Email: priti@tecidoglobal.com

12.3 Protection Against Retaliation

The Company strictly prohibits retaliation against any Associated Person who, in good faith, raises a concern, reports a suspected violation, or cooperates in an investigation under this Code. Any act of retaliation shall itself constitute Misconduct and will be dealt with accordingly.

Concerns raised maliciously or in bad faith are not protected under this provision and may themselves be subject to disciplinary action.

12.4 Investigation

All concerns raised shall be acknowledged within five (5) working days and investigated in a fair, objective, and confidential manner. The Reporting Authority shall endeavour to conclude investigations within forty-five (45) days of receipt, subject to the nature and complexity of the matter.

13. Consequences of Violation

A breach of this Code may result in disciplinary action proportionate to the severity and nature of the Misconduct, including:

- A formal written warning;
- Suspension or termination of employment or engagement;
- Recovery of financial loss caused to the Company;
- Referral to law enforcement or regulatory authorities; and / or
- Civil or criminal proceedings, as appropriate.

The management shall determine the appropriate consequence after conducting a fair inquiry, affording the concerned person a reasonable opportunity to be heard.

14. Amendments to this Code

The Company reserves the right to review, update, or amend this Code from time to time to reflect changes in applicable law, industry standards, or the Company's operations. Any material amendments shall be communicated to all Associated Persons within a reasonable period. Continued engagement with the Company following the issuance of an amended Code shall constitute acceptance of the revised terms.

15. Governing Law and Jurisdiction

This Code shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Code shall be subject to the exclusive jurisdiction of the competent courts in Mumbai, India.
