

Responsible Sourcing and Grievance Code

All businesses, producers, coordinators and service partners | English | v1.0 | 28 October 2026

DRAFT FOR LEGAL REVIEW. Not adopted, executed or accepted by publication. Complete the parties, schedules and required local review before use.

Draft status and completion gate

DRAFT FOR LEGAL REVIEW - ENGLISH - VERSION 1.0 - 28 OCTOBER 2026. This publication is a proposed template, not an agreement already in force. Downloading, visiting a page or signing into the pilot does not accept this template. Do not sign until every bracketed field and applicable schedule has been completed, the contracting entities and authority checked, and counsel has reviewed the relevant countries and activities. No signature is applied by COTO or by this document.

COTO is a brand. The contracting operator must be entered as [full registered entity, jurisdiction, registration number, registered office and notice address]. Do not assume that COTO Rugs, Inc. has been incorporated or that its parent automatically guarantees its obligations. Use AMNAYA Corporation only after its role and authority as contracting operator are confirmed. Operational contact proposed for this pack: business@amnayacorp.com; a legal-notices address and monitored grievance channel must be designated before activation.

Incorporation, priority and current service boundary

For platform-facing agreements, the separately executed Platform Participation Agreement (01) supplies the common contractual provisions. The agreement schedule must identify its exact version and attach the agreed copy; a changing website link is insufficient. A transaction-specific signed schedule prevails on price, goods, delivery and negotiated variations; an applicable mandatory law prevails over all documents. Document 05 is a seller-buyer contract: COTO is not a party merely because it stores the record. Documents 08 and 10 are standalone on confidentiality and data processing. Notices and codes become contractual only when expressly incorporated into an executed agreement, and mandatory rights remain unaffected.

The current invited pilot stores business profiles, lots, approvals, invoice/receipt records and balances. It does not collect or hold funds, offer escrow or credit, perform sanctions/KYC automation, guarantee product or labour claims, certify signatures, or transfer legal title through a token. Public blockchain anchoring, crypto checkout, bidding and AI assistance are not active. An operator-attested receipt is not a bank confirmation. No clause activates an unavailable or unlicensed service. A future service requires an expressly agreed, versioned addendum and operational/legal readiness.

1. Purpose and incorporation

This proposed code supports transparent sourcing and participation by marginalized producers. It becomes contractual only through an executed agreement that identifies this version and the responsible parties. It is not a certification, audit opinion or guarantee that every supply-chain participant complies. Local mandatory rules and stronger applicable protections prevail. Participants must explain expectations in languages and forms accessible to the people affected.

2. Minimum expectations

No forced labour, trafficking, coercive recruitment debt, confiscated identity documents, unlawful child labour, violence, harassment or retaliation. Respect lawful association and representation, non-discrimination, legally required wages/benefits, working hours/rest, safety and safe chemical/tool use. Identify hazardous tasks and protections, including homeworking risks. Do not require workers to pay unlawful recruitment/access fees or fund certification through unlawful wage deductions. An adult worker's ability to leave and receive earned pay must not depend on a supervisor's permission.

3. Visibility with dignity

Map actual production locations and relevant supplier tiers, maintain truthful business/group references and disclose material gaps. Keep product origin, materials, technique and evidence sources accurate and correct errors promptly. Distinguish self-declaration from an independent inspection and state that inspection's real scope. Do not claim complete provenance or exploitation-free status merely because a record has a hash. Collect only proportionate personal data, restrict sensitive wage/identity details and obtain separate permission for maker images/stories. No personal wage/identity data on a public blockchain.

4. Responsible buying and fair participation

Buyers and coordinators set feasible lead times, transparent specifications and agreed payment dates; changes address the cost of materials and work already done. Producers have understandable work orders and itemized pay statements. COTO fees, premiums and deductions must be disclosed to the party paying them. No hidden coordinator charge, broad exclusivity or retaliation for lawful direct trade. Support assisted participation for people with limited digital access. Local lawful wage currency remains protected despite USD-denominated international trades.

5. Risk-based evidence and improvement

Participants maintain relevant records and permit proportionate lawful verification by a competent, conflict-aware reviewer. Review supply-chain risks, not nationality stereotypes. Site visits and worker interviews must be safe and confidentiality-aware; no coercive access or excessive data collection. Identify who performs reviews, methods, gaps, corrective deadlines and closure evidence. A payment for verification cannot purchase a favourable conclusion. Independent certificates must be valid for the actual site/product/scope; no unauthorized use of a certifier's mark.

6. Complaints and non-retaliation

Before adoption, designate a monitored, accessible local-language route, safeguarding lead and an escalation independent of the alleged wrongdoer. Proposed escalation coordination: business@amnayacorp.com. Proposed targets require staffing: acknowledge within five working days, urgently assess immediate safety risk and give a reasoned decision or update within 30 days. Offer a representative/assisted route, confidentiality to the extent possible, accessible appeal and transparent progress updates. No waiver of access to unions, courts, regulators or protected whistleblowing is required. Anonymous reports may be considered, with explanation of evidentiary and safety limits.

7. Response and remediation

Preserve evidence, protect people, assess the allegation fairly and give the affected participant an appropriate chance to respond without exposing a complainant. Serious danger can justify an immediate affected-lot pause; action must be proportionate and reviewed. Agree a corrective plan with responsibilities, times and verification. Prioritize payment of earned wages, safe withdrawal from harmful work and appropriate support; do not simply dismiss a child/affected worker and leave harm unresolved. Notify authorities where law requires and seek competent safeguarding advice. Listing suspension is not criminal adjudication. Termination may follow unremedied serious breach, while earned pay, goods custody and legal duties remain addressed.

Adoption schedule

Entities/sites/tiers covered; responsible persons; applicable standards; local-language explanation; evidence/review method; contacts and staffing; safeguarding/emergency routes; remediation resources; appeal and reporting periods; incorporation/signatures: [complete]. No public assurance should exceed the programme's demonstrated operation.