RETAIL GROUP

Supplier Code of Conduct

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1. Objectives

The DFI Retail Group is committed to providing the best offerings and services to its customers at all times. To achieve this, we are dedicated to doing business the right way and to work with supplier partners who share our values and principles. In this spirit, we aim to establish a fair, open, transparent and mutually-beneficial relationships with our supplier partners. We also aim to minimise, control and reduce the adverse impact of our businesses on the environment and to make a positive influence in the communities where we live and work. Our success is based on our relationships with our supplier partners, other business partners and our customers.

The DFI Retail Group Code of Conduct ("Code") outlines the expectations we have of ourselves and our supplier partners. While we recognise that there are different legal and cultural environments in which our businesses operate, we are committed to applying our Code across all aspects of our operations. Our goal is to fairly and consistently evaluate performance in our supply chain and to actively support continuous improvement. We believe that partnerships based on transparency and collaboration will promote responsible and sustainable practices that will serve future generations.

This Code, and any updates, amendments or supplements thereto, is available at the DFI Retail Group's website at https://www.dfiretailgroup.com/media/uyebnhmz/supplier-code-of-conduct.pdf. (The Code is located under the section entitled "–About Us – Governance and Policies – Operating Principles and Policies" of the website).

2. Scope

Business Ethics and Compliance

- Legal Compliance
  Supplier partners must respect and comply with applicable laws, including those related to labour, environmental practices and customs regulations governing the import, export, re-export and transportation of goods and materials. When the standards under this Code are higher than those set by law, the standards of this Code shall prevail.

- Bribery and Corruption
  Supplier partners must have policies, codes of conduct and procedures in place to avoid all forms of bribery, inducement, corruption and fraud and ensure that these are actively enforced.

- Conflicts of Interest
  Supplier partners must avoid situations where the personal interests of DFI Retail Group team members or their relationship with supplier partners conflict with such team member's responsibilities and duties. This includes forming personal relationships that would compromise or tend to compromise the independence, integrity, impartiality, or judgment of DFI Retail Group team members.

  When situations like these exist, they must be disclosed to the DFI Retail Group.

  Whether a personal relationship is appropriate or not would depend on the circumstances of each case. A supplier must reach out to its primary DFI Retail Group business contact (or to the DFI Retail Group's secured "Speak Up" contact address at speakup@DFIretailgroup.com) to discuss any potential issues.

- Gifts and Entertainment
  The DFI Retail Group has a "No Gift and Entertainment Policy" in place which supplier partners must comply with. "Gifts" include cash or cash equivalents, and all sorts of entertainment, privileges and hospitality including vouchers, hampers, travelling, accommodation and invitations to lunch, dinner, sporting events, or concerts.

  Supplier partners must not offer gifts and entertainment to DFI Retail Group team members in contravention of this policy, nor should such gifts and entertainment be offered to any third party that might influence the supplier partners' businesses with the DFI Retail Group (for example, audit firms and testing laboratories).

- Unfair Business Practices
  Supplier partners must not engage in any form of illegal activity or unfair trade practice. Supplier partners must also refrain from any anti-competitive conduct, (including bid rigging, price fixing or exchanging sensitive information with DFI Retail Group's competitors or competitors of supplier partners). Supplier partners must not abuse their market power whether for their own benefit or for the benefit of others (including the DFI Retail Group).

- Sanctions Compliance
  Supplier partners must comply with all applicable economic and trade sanctions laws and regulations administered or enforced by the United States Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, the Office of Financial Sanctions Implementation of the United Kingdom and any other sanctions authority whose sanctions are binding on the DFI Retail Group, the Supplier partner or the relevant transaction ("Sanctions Authority").

  Supplier partners must not be included on any applicable sanctions list officially published by any Sanctions Authority. Supplier partners must also ensure that none of their owners, directors, officers, persons who directly or indirectly own or control them, or employees, agents or subcontractors involved in performing their obligations to the DFI Retail Group is included on any applicable sanctions list or owned or controlled by a person included on such list.

  Supplier partners must not be organized under the laws of, located in, or primarily operating from any country or territory that is subject to comprehensive sanctions applicable to the relevant contractual relationship. For purposes of this Code, "comprehensive sanctions" means sanctions imposed by the Sanctions Authority that prohibit all or substantially all business or financial transactions with a country or territory.

  Supplier partners must not, directly or indirectly, engage in any transaction or business relationship in connection with their dealings with the DFI Retail Group that would cause the Supplier partner or any member of the DFI Retail Group to breach, or become subject to restrictions or penalties under, any applicable sanctions. Supplier partners must immediately notify the DFI Retail Group if they become aware of any actual or suspected breach of this clause or any circumstance that may expose the DFI Retail Group to sanctions risk, and must provide such information and cooperation as the DFI Retail Group may reasonably request.

  If a Supplier partner or any relevant person associated with it becomes subject to applicable sanctions, breaches this section, or if the DFI Retail Group reasonably determines that continuing the relationship with the Supplier partner may expose any member of the DFI Retail Group to sanctions risk, the DFI Retail Group may immediately suspend or terminate, in whole or in part, the relevant contractual relationship, without liability or penalty arising from such suspension or termination. The exercise of such right shall be without prejudice to any other rights or remedies available to DFI Retail Group under the relevant contract or at law.

Human Rights and Labour

- Diversity, Dignity, Respect and Fairness
  The DFI Retail Group's business footprint reflects a commitment on diversity and inclusion. In line with this, we expect our supplier partners not to tolerate any form of discrimination, abuse or harassment, whether in the workplace or in its dealing with others.

  Supplier partners must treat their workers, business partners and DFI team members (irrespective of their nationality, gender, ethnicity, social and legal status, race, religion, or other protected status) with dignity, respect, fairness, and must foster a working environment free from discrimination, abuse and harassment.

- Child Labour
  Supplier partners must not employ children under: (i) 15 years of age (or 14 years of age if permitted by national law pursuant to International Labour Organization's Convention 138); or (ii) the local legal minimum age for employment or the age for completing compulsory education, whichever is most stringent.

Supplier partners must ensure that any workers under [18 years of age] shall be protected from working overtime, night shifts, hazardous work, and that their tasks shall respect boundaries set out by legal requirements and best practices.

- Forced Labour and Modern Slavery
  Supplier partners shall not subject their workers to forced, coerced, trafficked, bonded, or involuntary labour of any kind. Workers should have freedom of movement outside normal working hours, unless there are legitimate safety or security issues that might threaten their health, safety, or well-being. Workers should be recruited through ethical and legal means whereby all recruitment is free from all forms of involuntary labour, slavery, trafficking and debt bondage.

- Harsh or Inhumane Treatment and Disciplinary Practice
  Supplier partners must not engage in any forms of intimidation and inhumane disciplinary practice, including but not limited to physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse.

- Working Hours
  Supplier partners must manage and control working hours to comply with local laws relating to protection of health, safety and welfare of workers.

  Supplier partners must respect and abide by the standard allowable working hours in a week as set by local law, and ensure that the same will not exceed 48 hours, excluding overtime. Overtime work must be voluntary, shall only be deployed responsibly and shall not be requested on regular basis, taking into account the following: the extent, frequency and hours of work rendered by an individual worker and the workforce as a whole.

  Supplier partners shall respect all workers' right to have a break during work shifts, to have at least one free day following six consecutive days of work and to public and annual holidays.

- Decent Wages
  Supplier partners must commit to pay their workers their legal wages, (which may also include overtime premium), regularly and on time, and that the latter will receive all benefits to which they are entitled to in accordance with the local law and contractual arrangements, whichever is better. The provided regular wages must attain the applicable legal minimum wage standards and should meet the basic needs of the workers and/or their families (otherwise known as "Living Wages").

  All workers shall be provided with written contractual agreements in the language they understand, which specify the particulars of their wages for the pay period concerned.

  Supplier partners must not deduct wages which are unauthorised or illegal from a local law perspective.

  Supplier partners shall extend this commitment to their own subcontractors who shall be paid accurately and on time. Accurate and complete records of wages and benefits paid to each worker, and any deductions made must be maintained in the records for at least 12 months or otherwise for a longer period if so required by local law.

- Health and Safety
  Supplier partners must ensure that their workers have a safe and healthy work environment, subject to a robust health and safety management system that is compliant with all governing health and safety laws and regulations and is aligned with applicable international standards and industry best- practice.

- Housing
  Supplier partners undertake that workers, when provided with accommodation, will have living conditions that are safe, clean, hygienic, and habitable, with consideration for their physical and mental health and well-being. No unreasonable restriction shall be imposed on a workers' freedom to move in and about (including entering or exiting) such accommodation.

- Freedom of Association

Supplier partners shall recognise and respect the rights of workers to form and join employee associations, or from refraining from doing so, without interference or fear of reprisal, intimidation or harassment. Supplier partners must foster a working environment where workers can openly communicate and share ideas and concerns with management regarding working conditions and management practices.

Environment and Community

- Respect for the Environment
  The DFI Retail Group does business with supplier partners who share our vision and commitment to preserving the environment. Supplier partners must have policies and procedures in place to manage and minimise their environmental impacts. This includes, as may be applicable to the supplier partner's operations, resource consumption, climate and nature-related impacts, nature and biodiversity conservation, appropriate environmental data collection and traceability, water and pollutant emissions, upstream processes, packaging, and where relevant, animal welfare. Additionally, where applicable to their operations, supplier partners must meet all requirements related to chemical restrictions, safety labelling, handling, and storage of approved substances while preventing or mitigating the release of chemicals and hazardous materials and must support evidence-based environmental claims and continuous improvement where risks or impacts are identified.

- Community
  The DFI Retail Group encourages and aligns with supplier partners who are engaged in their communities. By investing in infrastructure and creating education opportunities we take a leadership position alongside our supplier partners in promoting social development in the communities where we work and live.

- Subcontractors
  Supplier partners must ensure that their subcontractors are made aware of and adhere to this Code, and are encouraged to promote and cascade the relevant requirements of this Code through their respective supply chains, where appropriate.

Data Protection and Confidentiality

- Confidentiality
  Supplier partners must maintain and keep in confidence all sensitive, proprietary and confidential information of the DFI Retail Group (the "DFI Confidential Information"). At a minimum, supplier partners shall employ the same standard of care it uses for its own proprietary and confidential information to protect the DFI Confidential Information.

  The DFI Retail Group retains full ownership of the DFI Confidential Information, and the same shall not be used in any way other than as expressly agreed with or allowed by the DFI Retail Group.

- Personal Data Protection and Information Security
  The DFI Retail Group recognises the value and importance of privacy, data and information security. Supplier partners are required to keep personal information of DFI Retail Group's team members and customers confidential and secure, and to observe the legal and contractual requirements on their collection, transfer, processing, retention and destruction. Supplier partners must also comply with the DFI Retail Group's information security requirements and to have adequate security controls in place at all times.

Monitoring and Updating

- Audit Rights
  The DFI Retail Group expects its supplier partners to observe this Code, and reserves the right to audit supplier partners' compliance from time to time. Any material non-compliance that we discover or become aware of could result in the DFI Retail Group ending its relationship with a supplier.

- Updates
  We may, at any time and without prior notice to the supplier partners, update or change the terms of this Code at our sole discretion. In such an event, supplier partners will be notified of the changes with the posting of the amended Code at the web link set out in paragraph 1 of this document above.

  For questions or concerns about this Code, including its application to specific circumstances in connection with your organisation's performance of work for DFI Retail Group, or to report any suspected violations of this Code, please contact your DFI Retail Group representative or send an email to our secure DFI Retail Group "Speak Up" address at speakup@DFIretailgroup.com.

3. Closing

Working as one DFI team, our commitments and expectations under this Code demonstrate how we work with each other, with our stores and with our supplier partners:

- We put our customers first …. Always
- We care passionately
- We respect each other
- We do the right thing