

SUPPLIER CHARTER OF ETHICS



Supplier Charter of Ethics

This Supplier Charter of Ethics (hereinafter, the «Charter») defines the standards that apply in all circumstances within the supply chain of the Casino Group and its subsidiaries (hereinafter, the «Casino Group») to ensure that:

- employees are treated with respect and dignity in a work environment that ensures their health and safety;
- production and services are carried out with the greatest possible respect for the environment;
- the commercial relations maintained by Suppliers are free of any manipulation, active or passive corruption, extortion, embezzlement and, more generally, unlawful practices of any kind;

1. GENERAL PRINCIPLES

Each Supplier of the Casino Group undertakes to provide only products and services that comply with the principles set out herein as well as with the local and international laws applicable to the conduct of their business and the international rules listed in this Charter.

For the purposes of this Charter, the term «Supplier» means any direct contracting party of the Casino Group. The Supplier undertakes to disseminate and apply this Charter and ensure that it (and any appendices that may be added to it by the Casino Group) is applied by their own sub-contractors and suppliers.

This Charter is part of a continuous improvement process under which each Supplier agrees to comply with the Charter and amend any practices that are inconsistent with the principles set out here in.

2. CASINO GROUP'S COMMITMENT

The Casino Group reaffirmed its commitment to promoting responsible trade throughout its supply chain through the nine commitments set out in the Group Ethical Charter* and by signing the United Nations Global Compact in 2009.

*https://www.groupe-casino.fr/fr/wp-content/uploads/sites/5/2012/05/CE_Anglaise-BD.pdf

2.1.1 Whether in its business practices or in any other activity, the Casino Group is committed to:

- complying with national and international laws, principles, standards and regulations,
- avoiding conflicts of interest,
- rejecting any form of corruption

2.1.2 The Casino Group is committed to building equitable business relationships with its Suppliers and treating them fairly, regardless of their size. While respecting the rules of free competition and free trade, the Casino Group seeks to develop long-term business relationships with Suppliers, taking into account their ability to provide products and services that meet its requirements

2.1.3 The Casino Group strives to maintain a constructive and open dialogue with Suppliers regarding their ability to comply with the Charter and may, when necessary, assist to the extent possible to meet these expectations.

2.1.4 Through its purchasing practices, the Casino Group undertakes to facilitate application of the Charter by its business partners.

2.1.5 The Casino Group is committed to respecting and protecting the environment and works constantly, year after year, to reduce the environmental impact of its activities, in particular by offering customers a range of eco-labelled products and organic farming produce, reducing greenhouse gas emissions and improving energy and waste management. To further this action, the Casino Group builds customer awareness, mobilises its workforce, and helps its Suppliers respond to these challenges.

3. REQUIREMENTS

3.1 GENERAL PRINCIPLES

3.1.1 The Supplier must comply with all the applicable local and international laws, principles, standards and regulations in force in its country of business and ensure that its own suppliers and sub-contractors comply with this undertaking

3.1.2 Casino Group employees are not authorised to accept gifts or rewards from Suppliers in any form whatsoever (including money, gifts, invitations, entertainment, travel, etc.), except within the strict framework of the provisions set out in the Casino group's policy on gifts and invitations (for more information: <https://www.groupe-casino.fr/wp-content/uploads/2019/09/Code-of-ethics-and-conduct.pdf>). Failure by a Supplier to comply with this requirement or any of the following requirements may result in an exclusion from further tenders or a termination of contract.

3.1.3 The Casino Group prohibits corruption in any form whatsoever, regardless of the time, place or circumstances. It expects its Suppliers to make the same undertaking on their own behalf and that of their own suppliers and sub-contractors.

3.1.4 Suppliers must implement an effective internal management system to ensure that:

- all work relationships are recognised, documented and executed (in accordance with the law, national usages, local practices and international labour standards), from recruitment until the end of the employment contract, in particular for employees with a special status: young employees, immigrants, national migrants, seasonal workers, home workers, piece rate workers, trainees and apprentices, temporary employees, etc.; and
- the principles set forth in this Code are disseminated and applied uniformly throughout its organisation.

3.1.5 Suppliers undertake to be totally transparent with the Casino Group. Any attempt to dissimulate, make a false statement, falsify documents or misrepresent facts may lead the Casino Group to exclude it from requests for proposals or terminate its contract. This applies in particular to:

- information concerning the supply chain reported to the Casino Group;
- internal documents and procedures that fall within the scope of compliance audits ordered by the Casino Group when these concern the Supplier; and
- documents and procedures required as part of the Casino Group Quality Policy, as defined and accepted by Suppliers during their referencing process or the Quality Specifications accepted during their commercial negotiations.

3.1.6 Suppliers undertake not to subcontract manufacturing of Casino Group products, in whole or in part, to production sites not registered in advance with the Casino Group. When subcontracting is authorised by the Casino Group, the Supplier shall be responsible for verifying proper application of this Charter via third-party auditors or competent employees. Any non-disclosed sub-contracting may lead to immediate termination of the business relationship.

3.1.7 All information arising from communications or relating to the business relationship between

the Supplier and the Casino Group must be treated as confidential. As such, it may not under any circumstances be disclosed to third parties without the Casino Group's prior written consent.

3.1.8 The Supplier shall not be party to any collusion or unfair practices that hamper free competition, in particular, actions designed to remove a competitor from a market or restrict market access by new competitors using unlawful means.

3.2 HUMAN RIGHTS, HEALTH AND SAFETY

3.2.1 PROHIBITION OF CHILD LABOUR

The Supplier undertakes to comply with the national minimum age for admission to employment or work in any occupation and, in any case, not to employ children under the age of 15 years.

The Supplier shall not employ young workers over the age of 15 and under the age of 18 on night shifts, or in conditions that could jeopardize their health, safety or moral integrity, and/or harm their physical, mental, spiritual, moral or social development in accordance with ILO Convention No. 182.

3.2.2 PROHIBITION OF FORCED LABOUR

Forced, mandatory or unpaid labour in any form, including prison labour, other than as specified in ILO Convention No. 29, is prohibited.

The Casino Group prohibits the confiscation of personal documents or requiring employees to make deposits or pay recruitment fees as a condition of recruitment.

The Supplier must respect the right of employees to terminate their contract by giving legal or reasonable notice and their right to leave the work place at the end of their shift.

3.2.3 COMBATING DISCRIMINATION AND HARSH TREATMENT

With respect to recruitment, hiring, training, working conditions, work assignments, remuneration, benefits, promotion, discipline, termination and retirement, the Supplier shall not practise, encourage or tolerate any discrimination of any kind based on gender, age, religion, family status, race, caste, social background, illness, disability, pregnancy, national or ethnic origin, nationality, membership of workers organisations (including unions), political affiliation, sexual orientation, physical appearance or any other personal trait.

The Supplier shall not practise or tolerate any moral or physical harassment or abuse whatsoever.

The Supplier shall develop written disciplinary procedures which must be clearly explained to employees. Suppliers may not withhold wages as a form of disciplinary sanction.

3.2.4 FREEDOM OF ASSOCIATION

Employees shall have the right to create a union or to join one of their choice and negotiate collectively, without the prior authorisation of management. The Supplier shall not block, impede or interfere with these legitimate activities.

Where the right to freedom of association and collective bargaining is restricted or prohibited under law, suppliers shall not hinder alternative forms of independent and free workers representation and negotiation, in accordance with ILO conventions.

3.2.5 WORKING HOURS

Suppliers shall set working hours that comply with national laws and ILO conventions, applying whichever affords greater protection for the health, safety and welfare of workers. In all cases, the

Supplier shall respect a weekly maximum work duration of 48 hours, excluding overtime.

Overtime shall be assigned on a voluntary basis, paid at a premium rate, not occur on a regular basis and shall not exceed the limit established by local law (if no limit is established by law, overtime must not exceed 12 hours per week).

The Supplier shall respect the right of all employees to at least one day off after six consecutive work days, as well as to annual paid leave and the local and national public holidays specified in local law.

3.2.6 WAGES AND BENEFITS

The Supplier shall pay its employees, including piece rate workers, wages, overtime, benefits and paid leave equal to or greater than the legal minimums and/or sector standards and/or those specified in collective bargaining agreements (the highest amounts shall apply).

Aware of the fundamental importance of remuneration for employees and their dependents, the Casino Group expects Suppliers to treat the minimum legal wage not as an end in itself, but as a threshold not merely to be reached, but to be exceeded, with the ultimate goal of increasing this remuneration beyond the minimum required to cover employees' basic needs.

Sub-contracting labour, work or services, homeworking arrangements, apprenticeship programs where there is no real intent to impart skills or offer regular employment, excessive use of fixed-term contracts or any other similar measure shall not be used to avoid the employer obligations provided for under labour law or the Social Security Code and which arise in a regular work relationship.

3.2.7 HEALTH AND SAFETY

The Supplier shall take adequate steps, taking account of the working conditions and risks specific to their industrial sector, to prevent accidents and injury to health arising from, related to or which occur during professional activities.

Suppliers shall take adequate measures to prevent fires and ensure the solidity, stability and safety of buildings and equipment, including residential areas, if any.

Suppliers shall ensure that employees and management receive sufficient training in the following areas: fire-fighting, first aid, waste management, handling and eliminating chemical substances and other hazardous materials.

Given the risks to workers' health, in particular, in the manufacture of denim products, the Casino Group has prohibited sandblasting for all Casino Group products.

3.3 ENVIRONMENT

The Supplier shall implement, using the available techniques and based on best practices in the sector, the specific procedures and progress plans necessary to identify, avoid and/or reduce the negative impact of their activities on the environment and help to fight against climate change, in light of the criteria below:

3.3.1 Water use should be optimised and all waste water from production processes must be treated in accordance with local law prior to disposal.

3.3.2 All waste, in particular hazardous waste, must be treated responsibly (identification, storage, elimination, treatment) and in accordance with local law.

3.3.3 The Supplier must ensure that any substance which poses an environmental risk is identified, labelled and stored so as to prevent any pollution risk.

3.3.4 All non-renewable natural resources must be managed as efficiently as possible. The Supplier agrees to not use raw materials derived from protected animal or plant species or arising from unlawful practices. In particular, the Casino Group is committed to fighting the deforestation linked to palm oil and cattle farming.

3.4 ANIMAL WELFARE

The Supplier undertakes to ensure that, when products or raw materials are derived or obtained from animal farming, the well-being of the animals in question is maintained throughout the supply chain (breeding conditions, all stages of transportation, slaughter, etc.), particularly by:

- protecting them from hunger and thirst,
- protecting them from discomfort,
- protecting them from pain, injury or illness,
- allowing them to express innate behaviours,
- protecting them from fear and stress.

4- VERIFICATION

4-1 To ensure strict compliance by its Suppliers with the principles and criteria of this Charter for the products which bear its trademarks and for white-label products, the Casino Group may authorise specialised, independent, third-party firms to conduct compliance audits as specified in the Casino Group «Supplier Compliance Program Manual».

4-2 To this end, the Supplier undertakes to cooperate and facilitate audit activities and provide access to its production sites, documents and records, employees, sub-contractors and suppliers.

4-3 The Supplier undertakes to take corrective measures and to ensure that such measures are taken, if appropriate, within a time-frame determined with each party.

4-4 The Casino Group may decide to immediately terminate any business relationship or contract if a Supplier violates the principles set forth in the Charter and/or refuses to take the steps necessary to resolve any non-conformities brought to its attention.

5- WARNING AND WHISTLEBLOWING MECHANISM

As part of its ethical commitments and the French Law of 27th March 2017 establishing a duty of care for parent companies and instructing companies, the Casino Group has implemented a warning and whistleblowing mechanism regarding potential risks of serious violations of Human Rights, fundamental freedoms, Health and Safety of people as well as the environment created by its activities, the companies it manages and its supply chain.

Any report relating to the law mentioned above must be made to the Casino Group by using the following email address: contact75vgl@deontologue.com

6- REFERENCES

Locally, only legal standards consistent with the general principles of the international conventions referred to in this document are acceptable.

This Charter may not in any event be used to prevent the implementation of more favourable requirements than those specified in international standards and/or national and/or local law.

6-1 The Universal Declaration of Human Rights

6-2 International agreements relating to fundamental human rights:

- The International Covenant on Civil and Political Rights, 1966
- The International Covenant on Economic, Social and Cultural Rights, 1966
- The Convention on Elimination of All Forms of Discrimination Against Women, 1980
- The International Convention on the Rights of the Child (CIDE), 1989
- The Convention on the Rights of Persons with Disabilities, 2007

6-3 Fundamental international labour standards as defined by the ILO Declaration on Fundamentals Principles and Rights at Work and its Follow-up, i.e.:

- Convention No. 29 on Forced Labour, 1930
- Convention No. 87 on Freedom of Association and Protection of the Right to Organise, 1948
- Convention No. 98 on the Right to Organise and Collective Bargaining, 1949
- Convention No. 100 on Equal Remuneration, 1951
- Convention No. 105 on the Abolition of Forced Labour, 1957
- Convention No. 111 on Discrimination (Employment and Occupation), 1958
- Convention No. 138 on Minimum Age, 1973
- Convention No. 182 on the Worst Forms of Child Labour, 1999

6-4 Other applicable international labour standards, such as:

- The ILO Decent Work Agenda
- Convention No. 1 on the Hours of Work (Industry), 1919
- Convention No. 14 on Weekly Rest (Industry), 1921
- Convention No. 95 on the Protection of Wages, 1949
- Agreements no. 97 on Migration for Employment (revised), 1949
- Convention No. 131 on Fixing Minimum Wages, 1970
- Convention No. 135 on Workers' Representatives, 1971
- Convention No. 143 on Migrant Workers (Supplementary Provisions), 1975
- Convention No. 154 on Collective Bargaining, 1981
- Convention No. 155 on Occupational Safety and Health, 1981
- Convention No. 161 on Occupational Health Services, 1985
- Convention No. 170 on Chemicals, 1990
- Convention No. 183 on Maternity Protection, 2000
- Recommendation no. 85 on the Protection of Wages, 1949
- Recommendation no. 116 on the Reduction of Hours of Work, 1962
- Recommendation no. 135 on Fixing Minimum Wages, 1970
- Recommendation no. 146 on Minimum Age, 1973
- Recommendation no. 164 on Occupational Safety and Health, 1981
- Recommendation no. 184 on Home Work, 1996
- Recommendation no. 190 on the Worst Forms of Child Labour, 1999

