



SUPPLIER CODE OF CONDUCT

Doing Good Is Good Business

At Pick n Pay, how we work matters.

Every day, we choose to act **honestly, fairly and with integrity.**





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Our Mission

We serve.

With our hearts, we create a great place to be.

With our minds, we create an excellent place to shop.



Passion for Customers: *We are passionate about our customers and will fight for their rights*



Respect: *We care for, and respect each other*



Growth: *We foster personal growth and opportunity*



Leadership & Innovation: *We nurture leadership and vision, and reward innovation*



Honesty & Integrity: *We live by honesty and integrity*



Community: *We support and participate in our communities*



Responsibility: *We take individual responsibility*



Accountability: *We are all accountable*



Pick n Pay Retailers (Pty) Ltd (**"Pick n Pay"**), is committed to conducting business with integrity, transparency, and accountability. Our operations are guided by the highest ethical standards, in compliance with applicable South African legislation, international best-practice principles, and the values embedded in The Pick n Pay Code of Ethics.

This Supplier Code of Conduct (**"the Code"**) sets out the minimum ethical, social, environmental, and governance standards expected of all suppliers, vendors, service providers, contractors, agents, third-party business partners, and their representatives (**"Suppliers"**).

Adherence to this Code is a fundamental requirement for doing business with Pick n Pay and underpins our shared responsibility to uphold a responsible, sustainable, and ethically governed supply chain.

By signing this Code, you acknowledge and agree to adhere to the following commitments:

1. Compliance with Laws and Regulations

You will:

- comply with all applicable South African laws including but not limited to, the Companies Act 71 of 2008, the Labour Relations Act 66 of 1995, the Basic Conditions of Employment Act 75 of 1997 (**BCEA**), the Employment Equity Act 55 of 1998 and the National Minimum Wage Act 9 of 2018 and regulations, the Occupational Health & Safety Act 85 of 1993, the Competition Act 89 of 1998, the Consumer Protection Act 68 of 2008, and the Protection of Personal Information Act 4 of 2013 (**POPIA**);
- comply with international standards and conventions, where applicable, including the OECD Guidelines, UN Global Compact – Ten Principles, and International Labour Organisation (ILO) Core Labour Standards.

2. Anti-Bribery, Corruption, and Fair Competition

You will:

- not offer, pay, solicit, or accept bribes, facilitation payments, kickbacks, or any improper inducements to any Pick n Pay employee or any other person for the purpose of obtaining or retaining business for or with Pick n Pay;
- comply with the Prevention and Combating of Corrupt Activities Act 12 of 2004 (**PRECCA**);
- avoid anti-competitive practices, including price-fixing, collusion, market sharing, bid rigging, or abuse of market dominance.



3. Labour and Human Rights Standards

You affirm that you:

- prohibit the use of forced labour, child labour, or human trafficking or any practices involving enslavement, involuntary, forced, prison or debt bondage labour, including, any activities that promote modern slavery;
- provide fair wages, working hours, and benefits in line with the BCEA;
- respect employees' rights to freedom of association and collective bargaining;
- ensure a safe, healthy, and inclusive workplace, free from discrimination, harassment, and abuse;
- comply with the immigration and labour laws, including the Immigration Act 13 of 2002.

4. Health, Safety, Environmental, and Sustainability Responsibility

You will:

- maintain safe working conditions and implement effective occupational health and safety systems;
- where practically possible, actively minimise environmental impact by managing waste, emissions, and use of natural resources responsibly;
- comply with all applicable environmental legislation (e.g., the National Environmental Management: Waste Act 59 of 2008 ("the Waste Act"), Waste Management Regulations promulgated under such Act) and promote animal welfare;
- support responsible and sustainable sourcing of raw materials, promote animal welfare, and reduce negative environmental impacts across the supply chain;
- be willing to participate in Pick n Pay's environmental initiatives where

practical and aligned with operational capacity.

5. Extended Producer Responsibility (EPR) Registration Requirement

Where applicable, you shall:

- register with the relevant Extended Producer Responsibility (EPR) scheme(s) as required under South African waste and packaging legislation, including the regulations issued under the Waste Act;
- upon request, provide Pick n Pay with valid proof of EPR registration, and update this documentation as required to demonstrate ongoing compliance;
- comply with all reporting, fee payment, design, and waste reduction obligations imposed under the EPR regulatory framework;
- ensure that your subcontractors or third party manufacturers involved in Pick n Pay products also comply with EPR obligations, where relevant.

6. Data Privacy, Confidentiality, and Information Security

Where applicable, you will:

- comply with the POPIA in handling personal data;
- safeguard Pick n Pay's confidential information and intellectual property;
- implement adequate cybersecurity measures to protect against breaches, hacking, and unauthorised disclosure.





- notify Pick n Pay within 24 hours, or soon as reasonably possible, of becoming aware of any data breach or information security incident, followed by providing Pick n Pay with a written report detailing the nature of the breach, affected data, mitigation steps taken and future prevention measures;
- retain personal and confidential data of Pick n Pay only for as long as necessary to fulfil contractual obligations or comply with legal requirements. Upon termination of the agreement or upon request, Suppliers must securely delete or return all data, ensuring no residual copies remain. Suppliers must maintain a documented data retention and deletion policy aligned with POPIA and other applicable regulations.

7. Conflict of Interest, Gifts, and Hospitality

You will:

- disclose any actual, potential, or perceived conflict of interest in your relationship with the Pick n Pay;
- not offer or accept gifts, hospitality, entertainment or anything else of value to or from any Pick n Pay employee that may influence them in their decision-making responsibilities, or that may be perceived to influence them in their decision-making responsibilities. Gifts include, but are not limited to, benefits, fees, commissions, dividends, cash, gratuities, services, or any inducements;
- familiarise yourself and comply with the Pick n Pay Conflict of Interest Policy and Gifts Entertainment and Hospitality Policy.

9. Reputation and Ethical Conduct

You will:

- conduct yourself in a manner that upholds Pick n Pay's integrity and

good standing/reputation;

- avoid any conduct, public statements, or association with activities that could damage Pick n Pay's reputation, customer trust or brand;
- immediately notify Pick n Pay if you become involved in any legal, regulatory, investigation, or public controversy that may directly or indirectly affect the relationship.

10. Supply Chain Responsibility

You affirm that you will:

- maintain and uphold these ethical requirements with your own suppliers, subcontractors, and business partners;
- take reasonable steps to monitor and enforce compliance within your supply chain.

11. Audit, Monitoring, and Enforcement Rights

You acknowledge that Pick n Pay will:

- request documentation, audits, or site inspections to verify compliance with this Code;
- require corrective action plans where non-compliance is identified;
- terminate the relationship immediately and without penalty, if you fail to adhere to this Code, engage in material misconduct, or act in a way that harms Pick n Pay's reputation.



10. Reportig and Whistleblowing

If you have any concerns about potential breaches of this Code or if you believe an action or a decision is not consistent with Pick n Pay values and ethical principles, you can raise it through the independently managed Whistleblower Tip-off Line.

The contact details are:

- Toll free contact number: 0800 772 759
- Global contact number: +2731 571 5301
- Email: e-mail@tip-offs.com
- Web: <https://www.tip-offs.com>
- SMS "Tip-Offs" to 32480 for a call back
- Free post: Deloitte Tip-offs Anonymous, Free post, KZN 138, Umhlanga Rocks, 4320

You do not have to submit evidence of the misconduct when you report, but you must have reasonable grounds for your suspicions. Your report must be made in good faith as malicious reporting is a criminal offence.

You may report anonymously which means that no one will know your identity, or partially anonymous which means that Deloitte Tip-offs Anonymous will have your details, but they will not share it with Pick n Pay or you may report by providing all your details.



11. Acknowledgement and Commitment

I, the undersigned, acting on behalf of _____, hereby acknowledge that I have read, understood, and agree to comply with the requirements of this Supplier Code of Conduct.

I further confirm that all information provided to Pick n Pay is accurate and that I shall notify Pick n Pay immediately of any actual or potential breaches.

Name: _____

Designation: _____

Date: _____

