

# Policy: Business Partner Code of Conduct

Third Party Suppliers and Vendors

# Information Table

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| <b>Date</b>  | 9 July 2024  |
| <b>Person Responsible</b>  | Chris McDowall / CFO The Coffee Club<br>Sarina Mari Alwi / General Counsel |
| <b>Department</b>  | Procurement / Legal  |
| <b>Version</b>   | 4.0  |
| <b>Effective Date</b>  | 9 July 2024  |
| <b>Review Date</b>   | 30 June 2025   |
| <i>MDKL reserves the right to vary, replace or terminate this policy to suit business needs. This policy replaces all previous versions.</i> |  |

## Policy: Business Partners Code of Conduct

### 1. Introduction

#### 1.1 Scope and Applicability

Minor DKL Food Group, and its subsidiaries and affiliates (referred to as the “**Company**” or “**MDKL**”) firmly believe in conducting business with uncompromising ethical standards. We are committed to a culture of compliance grounded in honesty, trust, and personal accountability.

This Code of Conduct (“**Code**”) applies to all vendors, suppliers, consultants, contractors, service providers, contract partners, sales representatives, brokers, advisors, joint ventures, their subsidiaries, affiliated companies, subcontractors, or service providers in the supply chain and any other business partners of MDKL, including their employees, agents, and representatives (“**Business Partners**”).

All Business Partners must receive a copy of this Code during the registration process and must ensure compliance with this Code throughout the contractual relationship with MDKL. The Company requires that all Business Partners review the Code and acknowledge their understanding and adherence in writing at regular interval as a precondition to working with the Company.

#### 1.2 Objective and Purpose

This Code outlines the minimum standards and requirements applicable to all Business Partners. By implementing this Code, MDKL strives to minimise business risk within the supply chain,

build closer relationships with our Business Partners, and safeguard future supply. MDKL values honest and open communication with Business Partners and believes that transparency is vital to a successful business relationship. If a Business Partners becomes aware of any violations of the Code or suspected violations of law or regulations, the Business Partners must report their concerns via a whistle-blower channel.

In the event of non-compliance with this Code, we require our Business Partners to be committed and genuinely engaged in remedying the non-compliance issues within the schedule set out in the corrective action plan. MDKL seeks to continuously improve together with our Business Partners and help them achieve compliance with this Code's provisions. The Company reserves the right to terminate any agreements should a Business Partner violate this Code or fail to cooperate with the Company to achieve compliance with this Code.

## **2. Compliance With Law**

Business Partners must comply with all applicable laws and regulations wherever it conducts its business. These include, but are not limited to, rules and regulations related to corporate governance, competition, product safety, product liability, occupational health and safety, labour, environment, protection of intellectual property, protection of individual privacy, and equality at work. Where there are differences between the standards of this Code and national laws or other applicable standards, Business Partners must adhere to the more stringent requirements.

## **3. Standards and Requirements**

### **3.1 Ethics**

#### **(a) Anti-Corruption and Anti-Bribery**

MDKL is committed to conducting its business free from extortion, bribery, corruption, and all unlawful, unethical, or fraudulent activity. All forms of corruption, bribery, extortion, embezzlement, and money laundering are prohibited and must not be practiced or tolerated by the Business Partners. The Business Partners must not offer, give, promise, or authorise any bribe, gift, loan, fee, reward, or other advantages to any government official or employee, any customer, any MDKL employee, or any other person to obtain any business advantage or improperly influence any action or decision.

#### **(b) Conflicts of Interest**

Business Partners must avoid any situation or relationship that may involve an inappropriate conflict or the appearance of a conflict with MDKL's interests. Business Partners must not offer or provide excessive gifts, hospitality, or entertainment to any employee or family member of employees of the Company, which may be seen as an attempt to influence business decisions. If Company employees and their family members hold any significant economic interest in any entity that does business with MDKL, then

Business Partners are required to disclose such relationship without delay. Any relationships or kinship with MDKL employees that may constitute a conflict of interest must be disclosed.

**(c) Employee Vendor Relationship**

The Company restricts the procurement of goods or services from current or former employees, or near relatives of employees, and any businesses in which an employee or their near relative owns or controls more than a 10% interest. This restriction applies when an employee either directly involved in the selection of the vendor or has an ability to influence decisions made in the acquisition of goods and services from the vendor. Any of these situations are defined as an employee-vendor relationship. They should be declared to ensure that employee does not. If a potential employee-vendor relationship exists, Business Partners must disclose it in advance, and after a careful analysis of the relationship, it may result in approval.

**(d) Insider Trading**

Business Partners must ensure that non-public information obtained in the course of their relationship with the Company is not used for the personal benefit of the Business Partner, their employee, or other persons.

**(e) Intellectual Property**

Business Partners must use Company's trade information, copyrights, and trademarks only in a manner that is permitted under their contracts with MDKL and applicable law. Business Partners must not misappropriate or infringe upon others' trade information, trademarks, or copyrighted works. Business Partners must not misuse trade secrets or proprietary or confidential information of others for their own purposes or disclose such information to unauthorised third parties. Business Partners must notify MDKL of any unauthorised use of trade secrets, brands, trademarks, logos, or confidential information by a third party.

**(f) Confidentiality**

Business Partners must protect MDKL's information, not disclose it to any unauthorised third party, and use it only for MDKL's business. If any competent regulatory authority, applicable law, regulation, court, or tribunal requires a Business Partner to disclose any of the confidential information, then the Business Partner must consult and cooperate with the Company to allow to contest the disclosure and then take into account the Company's reasonable requirements about the proposed form, timing, nature and extent of the disclosure.

### **(g) Fair Competition**

Business Partners must not engage in any unethical, unfair, anti-competitive, or illegal business practices that may include but not limited to:

- Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent, or inducing such disclosures by past or present employees of other companies;
- Taking unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other illegal trade practice; or
- Engagement in price-fixing, bid-rigging, allocation of markets or customers, or similar illegal activities.

### **(h) Honest and Accurate Dealings**

Business Partners must not make any false representations in connection with any transaction with the Company, including but not limited to oral misrepresentations of facts, the promotion or utilisation of false documentation such as non-genuine customer purchase orders, fraudulent or forged contracts, forged letters of destruction and/or other false or inaccurate records. Business Partners must keep an accurate record and, upon request, provide access to books and records and any other requested documents related to the business with MDKL.

### **(i) Personal Data Protection**

Business Partners must collect, use, and process any personal information only for legitimate business purposes and protect it from possible loss, misuse, or disclosure. The Company follows the laws requiring us to protect personal information, and we require all Business Partners to follow applicable laws, MDKL policies, and contractual obligations to protect personal data.

### **(j) Anti-Money-laundering Rules**

Business Partners must comply with all applicable anti-money laundering and counterterrorism financing laws and will only accept funds received from legitimate sources.

## **3.2 Human Rights and Labour Practices**

### **(a) Child Labour/ Underage Labour**

Business Partners must ensure that no underage or child labour has been employed or used to produce or distribute their goods or services. This means that Business Partners will not employ any person under the minimum employment age according to the country's laws where the facility is located.

**(b) Female labour**

Business Partners must ensure that female and pregnant employees are given treatment according to all applicable laws and regulations. Business partners must not lay-off, demote, or reduce benefits as a result of pregnancy of their employees.

**(c) Freedom of Association and Collective Bargaining**

Business Partners must recognise and respect employees' rights to freedom of association and collective bargaining with the permit of law.

**(d) Forced and Compulsory Labour**

Business Partners must not use any forced labour, involuntary prison labour, or any other unlawful obligation of workers, any form of slave labour, serfdom, bonded labour, or human trafficking. Business Partners must ensure that employment terms are voluntary, and employees are free to terminate their employment relationship subject to the applicable period of notice. Business Partners will not require any employee to remain in the job for any period against their will or adopt practices that restrict employee's ability to terminate employment. Any coercive measures such as withholding passports, other identity documents, or work permits are not permitted.

**(e) Employment Status**

Business Partners must employ workers who are legally authorised to work in their location and facility and are responsible for validating employee's eligibility to work status through appropriate documentation.

**(f) Working Hours and Rest Days**

Business Partners must ensure that employee's working hours, rest days, and overtimes are in compliance with relevant applicable laws and regulations.

**(g) Wages and Benefits**

Compensation paid to workers must comply with all applicable wage laws, including those relating to minimum wages, overtime hours, and legally mandated benefits. The information about remuneration, benefits, and welfare must be provided to every employee in writing and made available in the language understood by all employees.

**(h) Non-Discrimination**

Business Partners must not discriminate in its hiring and employment practices, including salary, benefits, advancement, discipline, termination, or retirement, based on race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, pregnancy,

marital status, political opinion, disability, membership of employee's association or any other category protected by law.

**(i) Disciplinary Practices**

Business Partners must not engage in or tolerate corporal punishment, mental or physical coercion, or verbal abuse of an employee. Business Partners must not lessen wage as a result of disciplinary measures.

**(j) Fair Treatment**

Business Partners must be committed to treating all employees with respect and fairness. The processes of recruitment, development, compensation, and promotion must be done with transparency, integrity, and fairness. Employees' voices and feedback must be valued.

**(k) Occupational Health and Safety**

Business Partners must be committed to maintaining a productive, safe and healthy workplace in compliance with all applicable laws. Business Partners must provide a safe workplace to its personnel. Such measures may include, but not limited to: conducting safety training to minimise the risk of workplace accidents, injuries and exposure to health risks; supply personal protective equipment where needed; set a weight limit for employees' carrying, lifting, dragging, and pushing of objects; provide drinking water stations, clean restrooms, and medical care; have in place fire and evacuation drill plan, supply fire protection equipment and emergency equipment, fire exits and training to protect employees from a possible fire. Employees must receive appropriate training.

**(l) Modern Slavery**

As a condition of doing business with Company, Business Partners warrant that:

- a. no form of Modern Slavery is used in its business;
- b. no form of Modern Slavery is used by its directors, officers, employees, agents, representatives, contractors or subcontractors;
- c. it complies with all applicable laws relating to Modern Slavery; and
- d. it complies with all applicable reporting requirements relating to Modern Slavery.

"Modern Slavery" means:

- a. any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking or other slavery-like exploitation as prohibited or defined as a modern slavery offence under any applicable law, statute or code from time to time in force including, but not limited to the *Criminal Code Act 1995* (Commonwealth of Australia), the *Modern Slavery Act 2018* (NSW) and the *Criminal Code Act 1995* (Commonwealth

of Australia); and

- b. any conditions or practices similar to those prohibited or defined under the legislation referred to above.

### **3.3 Environmental Practices**

#### **(a) Environmental Permits, Regulations, and Standards**

All required environmental permits and registrations must be obtained, maintained, and kept current. Business Partners must ensure that applicable regulatory and legal requirements are taken into account to establish, implement, and maintain their environmental management system.

#### **(b) Minimisation of Environmental Impact**

Business Partners, as part of the Company value chain, should help to mitigate the risk of global warming and climate change by following the 3R approach – Reuse, Reduce and Recycle. The Business Partners should implement measures within their value chain to minimise the negative impact on the environment and communities and conserve and maintain biodiversity where their facilities are located. Such measures may include, but not limited to:

- optimisation of consumption of natural resources, raw materials, water, and energy by improving efficiency, responsible management of environmental discharges, such as wastewater effluent, greenhouse gas, and air emissions,
- responsible sourcing practices, and replacement of existing raw materials and products where applicable, with more environmental-friendly options, and
- promotion of environmentally friendly or green initiatives, including using renewable energy, where appropriate, in their value chain.

#### **(c) Carbon Neutrality**

The Company has committed to Carbon Neutrality within its supply chain by 2050 (Scope 3). To progressively support this, Business Partners agree to:

- a. work with the Company to help it implement its sustainability initiatives and achieve its sustainability goals (as set out in the Company's Sustainability Statement).
- b. assess and report annually on the environmental impact of the goods and services it manufactures and/or supplies throughout their life cycle;
- c. use material resources responsibly, in order to achieve sustainable development;
- d. reduce its carbon emissions progressively to support the Company's commitment



to be carbon neutral by 2050;

- e. provide the Company with an annual report on its progress in complying with this clause including a report on its carbon emissions for the prior year based on Australian Carbon Accounting Standards or similar.

## 4. Reporting Violations of the Code

MDKL and Business Partners must work together to ensure prompt and consistent action against violations of this Code. If a Business Partner becomes aware of the potential or actual breach of this Code, the Business Partner must notify MDKL as soon as they become aware of breaches through our Whistleblower channel by calling the secure Whistleblower Services Line on 1300 408 955 (refer to MDKL Whistle blower Policy).

## 5. Compliance with the Code

MDKL reserves the right to verify compliance with the principles and requirements outlined in this Code at regular intervals, either itself or through a third party commissioned by the Company. This includes the right to carry out on-site inspections at the Business Partner's premises. If requested to do so, the Business Partners must furnish all necessary documents demonstrating compliance with this Code.

If MDKL suspects non-compliance with this Code, it reserves the right to request any information about the relevant circumstances, all supporting documentation from the Business Partner. The Business Partner must provide access to books and records and any other requested documents related to the business with MDKL.

If a Business Partner violated this Code of Conduct and fails to take appropriate corrective action within a reasonable period of time, the Company reserves the right to take appropriate legal action, in particular, to terminate the contractual relationship with the Business Partner immediately without notice.

## 6. Governance

MDKL Compliance Committee is responsible for administering the Code in an independent, objective, and consistent manner. From time to time, this Code may need to be changed to keep up with our values, best practices, improvements, as well as legislation and regulations. Any changes to this Code of Conduct will be communicated to the Business Partners. Any waiver of this Code may be made only by the Compliance Committee and will be promptly disclosed as required by law or regulation.

## 7. Acknowledgement of Terms

ACCEPTED AND AGREED

ON BEHALF OF: .....

*(Insert Business Partners Company Details)*

I acknowledge that I received a copy of the Minor DKL Food Group Business Partners Code of Conduct (the “Code”). By signing this document, I confirm that I have read this Code and agree to comply with this Code and undertake to implement the necessary guidelines and processes.

If I learn that there has been a violation of the Code, I will raise concerns via a whistle blower channel. I understand my compliance with the Code of Conduct is required to do business with Minor DKL Food Group.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Stamp/Seal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Position

## 8. Contact

If you have any queries with respect to this policy, please contact: [support@minordkl.com.au](mailto:support@minordkl.com.au)