

**SUPPLIERS & BUSINESS PARTNERS**

**-**

**CODE OF CONDUCT**

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## 1. RESPONSIBLE SOURCING PRINCIPLES

The Business Partners and Suppliers Code of Conduct is a set of fundamental practices in the areas of professional integrity, company policies, environmental management, and responsible sourcing that Richold is committed to adopting in its own operations and which it requires be adopted by all its business partners and suppliers.

Richold believes that the continuous optimization of its ethical, social, and environmental performance is an essential component of the excellence of the products delivered to customers.

Richold is a certified member of the Responsible Jewellery Council. This certification aims to reassure our clients about the responsible management of our value chain, from mining to retail.

Richold commits to implement a five-phase framework of the OECD Due Diligence Guidance for Responsible Supply Chains of Diamonds from Conflict-Related and High-Risk Areas. Richold is also committed to implementing the United Nations Guiding Principles on Business and Human Rights.

Richold expects the same compliance with applicable legislation and ethical principles from its business partners and suppliers as in running their own business. Richold demands strict compliance with these standards from all its business partners and suppliers, their workers, production sites, offices, shops, subcontractors as well as their own suppliers.

Where national law or other applicable regulations and this Code of Conduct for Commercial Partners and Suppliers cover the same subject, the highest standards or most restrictive provisions apply. When this Partner Code of Conduct Commercial and/or Suppliers is in contradiction with the legislation in force, it is the legislation in force that must be applied.

Richold works with business partners and suppliers who agree to abide by the requirements of this Business Partners and Suppliers Code of Conduct and the principles stipulated in:

- the Conventions of the International Labour Organization;
- the Universal Declaration of Human Rights;
- the United Nations Global Compact;
- the Principles OECD Guidelines for Multinational Enterprises.

Our business partners and suppliers guarantee to Richold the work carried out by their subcontractors and suppliers and ensure that their subcontractors and suppliers comply with this Code of Conduct for Commercial Partners and Suppliers and the obligations relevant.

In the event of a violation of this Business Partners and Suppliers Code of Conduct by the business partner or supplier, or any of its suppliers or by a supplier or subcontractor thereof, Richold reserves the right to review and, possibly, terminate the commercial relationship, under the conditions provided for by applicable law, even in the absence of a written contract formalizing this relationship, without prejudice to Richold's other rights, or recourse that it could exercise.

## 2. HUMAN RIGHTS

Richold demands that its business partners and suppliers do their utmost to respect human rights.

**Prohibition of child labour:** Work by children under 16 is strictly prohibited, the Worst Forms of Child Labour, as defined by ILO Convention 182. In countries where local laws provide for a higher working age, or extend compulsory education beyond 16, the older age applies. Any type of work that may endanger the health, safety or morals of children should not be done by anyone under the age of 18.

**Prohibition of forced / compulsory labour:** the use of forced or compulsory labour as defined by ILO Convention No. 29; slavery, servitude or human trafficking by our suppliers or the recruitment agencies they hire; as well as the use of coercion to perform work; wage deduction; compulsory overtime, as well as the withholding of identity papers or work permits, the requirement of any security deposit from workers, or the use of any other constraint, are strictly prohibited. Every worker has the right to accept or leave a job freely. Business partners and suppliers cannot force workers to work to repay a debt owed to them or owed to a third party.

**Prohibition of Harassment and Abuse:** We expect our suppliers to treat their workers, contractors, and the local communities in which they operate with respect and dignity. Our business partners and our suppliers must prohibit all form of any form of corporal punishment, physical, sexual, verbal, or psychological harassment, torture, cruel, inhuman, or degrading treatment, or any other form of abuse.

**Prohibition of Discrimination:** We expect our business partners and suppliers to treat all workers with equality and fairness. Our suppliers may not practice any form of discrimination - regarding salary, hiring, access to training, promotion, maternity protection, and dismissal - based on criteria of sex, race or ethnic origin, religion, age, disability, sexual orientation, political affiliation, trade union membership, nationality, gender identity, migrant status, or social origin.

**Freedom of association:** our business partners and our suppliers recognize and respect the right of workers to bargain collectively and to create or join the trade unions of their choice without any sanction, discrimination, or harassment.

**Conflict Areas:** We expect our business partners and suppliers to undertake to avoid fuelling conflicts and to implement all necessary measures to ensure the traceability of diamonds and raw materials.

**Use of security forces:** Our business partners and suppliers must limit the role of security personnel to workers, facilities, and property. In carrying out their duties, security personnel will respect the law and ensure the protection of human rights.

## 3. WORK STANDARDS AND SOCIAL RESPONSIBILITIES

Richold demands exemplary social responsibility behaviour from its business partners and suppliers.

**Prohibition of Illegal, Clandestine and Undeclared Work:** Our business partners and suppliers must comply with all applicable regulations to prevent illegal, clandestine, and undeclared work.

**Salaries and Benefits:** Our business partners and suppliers are expected to pay a regular and at least monthly salary as a minimum, pay overtime at the statutory rate, and comply with all legal requirements relating to

employee benefits. If there is no legal minimum in the country concerned in terms of wages or rates of pay for overtime, the supplier must ensure that wages are at least equal to the average minimum in the industrial sector, and that overtime pay is at least equal to the usual hourly pay. No deduction from wages should be made for disciplinary reasons. We expect our suppliers to guarantee all workers the benefits provided in any collective agreement, company agreement and any other applicable individual or collective agreement.

**Working hours:** when it comes to working hours, our business partners and suppliers must comply with applicable local laws and regulations, which may under no circumstances exceed the maximums set by internationally recognized standards such as those of the International Labour Organization. Our business partners and suppliers cannot impose excessive overtime. The total number of hours worked per week, including overtime, cannot exceed legal limits. Workers are entitled to the minimum number of days of leave established by applicable law, and they must have at least one day of rest in every seven-day period.

**Guarantee health and safety:** our business partners and suppliers are expected to provide their workers with a safe and healthy working environment to avoid accidents or bodily injuries that could be caused by, associated with, or because of their work, including during the handling of equipment or during professional journeys. Business partners and suppliers must establish procedures and training to detect, avoid and mitigate, to the extent possible, any hazard that could pose a risk to the health, hygiene, and safety of personnel. They must comply with all applicable local and international laws and regulations in this regard. The same principles apply to housing made available by business partners and suppliers.

## 4. ENVIRONMENTAL REGULATIONS AND PROTECTION

Richold takes concrete action to protect the environment through a dedicated program that includes cooperation with its business partners and suppliers to ensure the application of best practices throughout the supply chain.

Richold expects its suppliers to share this commitment. Richold encourages its business partners and suppliers to adopt a continuous improvement approach regarding environmental performance, climate impact reduction, responsible resource management, and sustainable sourcing practices throughout their operations and supply chains.

Business partners and suppliers are encouraged to promote responsible environmental practices throughout their own supply chains and to engage with their subcontractors and suppliers regarding environmental compliance and sustainability objectives.

Richold requires its business partners and suppliers to comply with local and international environmental regulations and standards, obtain the required environmental permits, and be able to demonstrate effective implementation of the following requirements:

- Implementation of **an environmental management system**;
- **Continuous Environmental Improvement:** Business partners and suppliers are expected to continuously improve the environmental performance of their operations by implementing measures relating to:
  - waste reduction and recycling;

- prevention of air, soil, and water pollution;
  - reduction of greenhouse gas emissions;
  - efficient use of water and energy resources;
  - responsible management of chemicals and hazardous substances;
  - promotion of renewable energy where feasible.
- **Climate Change and Greenhouse Gas Emissions:** Business partners and suppliers are encouraged to identify, monitor, and where possible reduce greenhouse gas emissions associated with their operations, transportation activities, and supply chains. Suppliers are encouraged to implement energy efficiency measures and promote the use of renewable energy sources where practicable.
  - **Water Stewardship:** Business partners and suppliers should seek to reduce water consumption, prevent water pollution, and implement appropriate water management practices, particularly in areas exposed to water stress or scarcity.
  - **Waste Management and Circular Economy:** Business partners and suppliers are encouraged to reduce waste generation, promote recycling and reuse practices, and implement responsible waste disposal procedures in accordance with applicable environmental regulations.
  - **Hazardous Materials and Chemicals:** Business partners and suppliers must ensure the safe handling, storage, transportation, and disposal of hazardous substances and chemicals in accordance with applicable laws and recognized industry practices.
  - **Biodiversity Protection:** Business partners and suppliers involved in mining or sourcing activities should seek to minimize adverse impacts on biodiversity, ecosystems, and natural habitats and support responsible land management practices.
  - **Environmental Risk Management:** Business partners and suppliers are encouraged to identify and assess significant environmental risks associated with their operations and implement appropriate mitigation and monitoring measures.
  - **Environmental Awareness and Training:** Business partners and suppliers should ensure that relevant personnel receive appropriate environmental awareness and training related to their activities and responsibilities.

## 5. PROFESSIONAL INTEGRITY REQUIREMENTS

Richold demands exemplary behaviour of integrity in the conduct of their business from its business partners and suppliers.

**Legal and Tax Requirements:** We expect our business partners and suppliers to act in full compliance with local, national, and international laws applicable in the conduct of their business. Richold has a zero-tolerance policy regarding tax evasion, as well as fees and royalties payable to governments.

**Prohibition of all forms of corruption:** Richold follows a policy of "zero-tolerance" regarding corruption, bribery (including facilitation payments and influence peddling. We expect our business partners and suppliers to comply with all applicable corruption laws and take appropriate measures to prevent, detect and sanction any fact relating, directly or indirectly, to corruption or influence peddling in the field of their activities.

**Prevention of conflicts of interest:** We require our business partners and suppliers to comply with all applicable conflict of interest legislation, and to endeavour to prevent the occurrence of conflicts of interest situations creating a conflict of interest in the context of their collaboration with Richold.

**Prohibition of Money Laundering and Terrorist Financing:** Money laundering can occur when action is taken to conceal the true origin of money or assets related to criminal activity. We expect our business partners and suppliers to undertake to take all appropriate measures to prevent their operations from being used as a vehicle for money laundering.

**Respect for competition:** our business partners and suppliers undertake to comply with the competition law applicable in the countries in which they operate. This covers the prohibition of abuse of a dominant position, concerted practices, or unlawful agreements between competitors.

**Confidentiality:** Our business partners and suppliers must undertake to take all necessary steps to ensure the confidentiality of trade secrets and other non-public information communicated during their business relationship with Richold.

**Prevention of insider trading:** our business partners and our suppliers must comply with the legislation in force on insider trading and refrain from selling or buying, directly or indirectly, shares of a company, or related financial instruments, based on inside information.

**Protection of personal data:** We require our business partners and suppliers to comply with applicable laws and regulations.

**Customs and security authorities:** We require our trading partners and suppliers to comply with applicable customs laws, including regarding imports and the prohibition of transshipment of goods in the country of importation.

**Trade Restrictions and International Sanctions:** We require our trading partners and suppliers to comply with international trade laws, restrictions, and sanctions, as they evolve, as well as laws and regulations relating to export control.

**Gifts and hospitality:** Gifts and hospitality may constitute acceptable expressions of courtesy in the context of established business relationships if their scope and value are if they are offered openly and transparently, if local law or country custom permits this practice if they are intended to reflect consideration and recognition, and if they are not offered in the expectation of a counterpart. In some cases, such practices are likely to fall under specific anticorruption provisions or other legal rules which should therefore be known and respected.

**Protection of assets:** Our business partners and suppliers must take all necessary measures to protect Richold's resources and assets, in particular its intellectual property rights. They undertake to fight against counterfeiting through a strategy of prevention, cooperation, and communication.

**Public position statements:** We expect our business partners and suppliers to exercise the utmost vigilance in their public positions, on the Internet and social networks. They ensure that their interventions are not attributed to Richold and comply with the business partner and supplier's commitment to confidentiality and professional secrecy.

**Transparency of Information:** Our business partners and suppliers must provide clear

and precise information about the methods and resources used, production sites and characteristics of the products or services provided and must refrain from any misleading claims.

## 6. INFORMATION SECURITY

In general, information security requirements will vary according to the type of contractual relationship that exists with each supplier and the services delivered. However, the following will generally apply:

Supplier who deploys resources and has access to information assets or information processing facilities from Richold shall be subjected to **background screening** depending on the engagement nature and duration of the engagement.

The **information security requirements** and controls must be formally documented in a contractual agreement which may be part of, or an addendum to, the main commercial contract. The selection of required controls must be based upon a comprehensive **risk assessment** taken into account information security requirements, the service to be provided, its criticality to the organization, and the capabilities of the supplier.

**Separate Non-Disclosure Agreements** must be used where a more specific level of control over confidentiality is required.

Appropriate **due diligence** must be exercised in the selection and approval of new suppliers before contracts are agreed.

Remote access by suppliers must be via approved methods that **comply with our information security policies**.

**Access to Richold information must be limited** where possible according to clear business needs.

Baseline information security principles such as least privilege, **segregation of duties**, and in depth defense measures must be applied.

**The supplier** will be expected to **exercise adequate control over the information security policies** and procedures used within sub-contractors who play a part in the supply chain of delivery of services to Richold.

Richold will **have the right to audit the information security practices** of the supplier and, where appropriate, sub-contractors.

**Incident management and contingency arrangements** must be put in place based on the results of a risk assessment.

- **Awareness training** will be carried out by both parties to the agreement, based on the defined processes and procedures.

## 7. DIAMOND SUPPLY CHAIN REQUIREMENTS

Richold requires its business partners and suppliers participating in the supply chain of diamonds to comply with the various stipulated aspects. herein, as appropriate to their size and circumstances:

**Responsible sourcing policy:** We require our business partners and suppliers to establish and implement a responsible sourcing policy in accordance with Annex II of the OECD Due Diligence Guidelines and to comply with it. communicate formally to their employees, subcontractors, business partners, suppliers, and stakeholders.

**Human Rights:** Our business partners and suppliers are required to abide by the United Nations Guiding Principles on Business and Human Rights.

**Supply Chain Due Diligence:** We require our business partners and suppliers to put in place all measures necessary and appropriate to their size and circumstances to facilitate the traceability of diamonds, and implement due diligence in their supply chains, in accordance with the OECD Due Diligence Guidelines for Responsible Supply Chains of Diamonds from Conflict-Related and High-Risk Areas (OECD Guidance on the duty of care).

**Conflict and High-Risk Areas:** We require our business partners and suppliers to indicate whether they are purchasing materials from or traded in conflict or high-risk areas, and, in such cases, to provide to Richold with the corresponding information, in good time.

**Diamond Sourcing:** We require our business partners and suppliers participating in the diamond supply chain, including the buying, and selling of diamonds (rough, polished, or set in jewellery), to implement the Guidelines. of the World Diamond Council (WDC) Guarantee System (SoW).

**Kimberley Process:** We require our trading partners and suppliers involved in the international diamond trade to adhere to the requirements and recommendations of the Kimberley Process Certification Scheme (KPCS) and to comply with all applicable laws relating to the international trade in diamonds from countries in which they are present.

**Use of security forces / personnel:** We require our business partners and suppliers involved in the mining and production of diamonds and employing security personnel to ensure that such security is provided in accordance with the Voluntary Principles on Security and Human Rights and the OECD Due Diligence Guideline.

**Conflict:** We require our business partners and suppliers involved in the mining and production of diamonds to ensure that they are not directly or indirectly complicit in providing any direct or indirect support to non-governmental armed groups. We will not tolerate any direct or indirect support to non-governmental armed

groups through the extraction, transportation, trading, handling, or export of diamonds, including, without limitation, the purchase of diamonds from non-state armed groups or their affiliates, or the provision of payments or otherwise the provision of logistical assistance or equipment to non-state armed groups or their affiliates who:

- Illegally control mining sites or otherwise control transport routes, sites where diamonds are traded as well as actors upstream of the supply chain; and or
- Illegally tax or extort funds or diamonds at access points to mining sites, as well as along transport routes or sites where these diamonds are traded; and or
- Illegally tax or extort intermediaries, export companies, or international traders

**Monitoring:** We require our business partners and suppliers to constantly monitor their supply chain

**Certifications:** We require our business partners and suppliers to inform and provide relevant information to Richold regarding any certification, third-party assurance assessment, or externally verified due diligence reports regarding the sourcing of diamonds from areas of conflict or high risk.

**Disclosure:** We require our business partners and suppliers actively involved in the trade, production, or processing of diamonds, that they correctly and accurately represent and disclose the properties and characteristics of diamonds in accordance with legislation and best practices. Business partners and suppliers will not make any false, misleading, or abusive statements, and will refrain from any material omissions in the sale, advertisement, or marketing of diamonds. Richold also maintains a zero-tolerance policy against any fraudulent misrepresentation regarding the origin of diamonds claim.

## 8. CONTROL AND AUDIT

**Monitoring:** We reserve the right to monitor compliance with these principles and to conduct compliance audits of our business partners and suppliers and their own business partners, suppliers, and subcontractors. Our business partners and suppliers must provide all necessary information and facilitate access for Richold representatives seeking to verify compliance with the requirements of this Code. Business partners and suppliers must commit to improving or correcting any deficiencies found. Richold can also support its business partners and suppliers in establishing and applying best practices to resolve minor cases of non-compliance.

**Accuracy of Records and Access to Information:** Our business partners and suppliers must maintain sufficient records to demonstrate compliance with this Code of Conduct for Business Partners and Suppliers. They must provide our representatives with complete, authentic, and accurate records.

## 9. GRIEVANCE MECHANISM

Richold is committed to adopting a transparent and open approach in managing the expectations of the parties involved. Therefore, any concerns regarding the repercussions potentially resulting from Richold's

direct and indirect behaviour under the terms of the Code of Conduct for Business Partners and Suppliers can be submitted:

Anonymous - by sending a description of the incident and supporting evidence.

Non-anonymous - by sending the name, contact details, description of the incident and supporting evidence.

Reports can be made as follows:

- by e-mail: [compliance@Richold.com](mailto:compliance@Richold.com)
- by post to: Richold SA – Compliance Department – 10 cours de Rive, 1204 Geneva, Switzerland.

In handling such reports, Richold will act in such a way as to protect the reporting parties from any form of retaliation, also ensuring the identity of the reporting parties, unless otherwise required by law. Richold will keep records of complaints for at least 5 years. Personal data will be managed by duly authorized personnel, in accordance with the principles of current data protection legislation; the data will not be disseminated and will be kept by Richold with the appropriate protection measures.

Relevant internal departments may be involved in the investigation process depending on the nature of the complaint. Richold reserves the right not to investigate complaints outside the scope of this Code of Conduct for Business Partners and Suppliers or without sufficient evidence.

The complaint investigation process will be managed in a timely and efficient manner, and non-anonymous complaint makers will be informed of the outcome of the investigation process.

## 10. SUPPLIER CODE OF CONDUCT ACKNOWLEDGEMENT OF TERMS

I hereby agree to have read and accepted the terms of the Richold Code of Conduct and the relevant requirements.

|                                                     |  |
|-----------------------------------------------------|--|
| Date:                                               |  |
| Name and address of supplier:                       |  |
| Name and function of the supplier's representative: |  |
| Signature:                                          |  |

|                |  |
|----------------|--|
|                |  |
| Company STAMP: |  |