
SUPPLIER CODE OF CONDUCT

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1. Purpose and scope

- 1.1. We believe that in order for us to remain competitive in a rapidly changing world, we need to create sustained value for all of our stakeholders. This means looking beyond short-term returns and integrating long-term environmental, social and corporate governance (ESG) factors into our everyday business. In order for us to fully incorporate ESG into our business strategy, we need the cooperation and buy-in of our suppliers who form a key part of our value chain. Redefine expects all of its suppliers to comply with its conduct standards and demonstrate an applied commitment to good governance, ethical conduct and sustainability. This code of conduct summarises what we expect from our suppliers and business partners in this regard.
- 1.2. The Redefine Properties Limited, including all subsidiaries and controlled entities (“Redefine”, “we”, “us”) Supplier Code of Conduct (“the Code”) sets the conduct standards Redefine expects from its suppliers across five areas: supplier conduct towards their representatives and employees, health and safety, the environment, bribery and corruption, and overall ethical conduct.
- 1.3. The Code applies to all current and future suppliers as well as third parties who perform work for or on behalf of Redefine, and those who provide goods or services to Redefine and across the Group. This includes contractual relationships held via any of its subsidiaries or representatives.
- 1.4. Redefine’s suppliers are expected to comply with all applicable laws, legislation and regulations in all jurisdictions in which they operate. The conduct provisions set in the Code do not replace applicable laws, statutory provisions and legislations and constitute an additional conduct standard. If a contract between us, or applicable laws and regulations, contain stricter or more detailed requirements than this Code, then we expect our suppliers to meet those stricter requirements. This Code is, accordingly, subject to change from time to time at Redefine’s discretion.
- 1.5. The standards of this Code are in addition to, and not *in lieu* of, the provisions of any legal agreement or contract concluded between a supplier and Redefine.
- 1.6. This Code includes provisions that address the following matters:
 - 1.6.1. Conduct towards employees;
 - 1.6.2. Conduct towards the environment;
 - 1.6.3. Conduct related to bribery and corruption;
 - 1.6.4. Ethical conduct; and
 - 1.6.5. Disclosure and reporting to Redefine.
- 1.7. Where suppliers provide services in respect of Redefine’s Green Star rated properties, they are required to adhere to the relevant Green Star procurement standards in relation to their products and services.
- 1.8. Suppliers are encouraged to align themselves to the Ten Principles of the United Nations Global Compact and annually communicate their progress in achieving the Global Compact sustainability principles.
- 1.9. Our suppliers are expected to assist Redefine in enforcing this Code by communicating its principles to their employees (which includes “invitees, affiliates, personnel, third party delegates”) and other relevant parties.

2. Other policies to reference

- 2.1. The Redefine Code of Business Conduct is the main constitution that describes Redefine’s commitment to ethical conduct.
- 2.2. Other related policies are listed below, which are available upon request. These include:
 - 2.2.1. Redefine Conflict of Interest policy;
 - 2.2.2. Redefine Business Code of Conduct;
 - 2.2.3. Redefine Fraud and Corrupt Activities policy;
 - 2.2.4. Redefine Procurement policy; and

- 2.2.5. Redefine Whistle-blowing policy.
- 2.3. Suppliers must record all information relating to their business dealings and transactions with Redefine in an honest, accurate and complete manner. We do not tolerate fraud, misrepresentation or dishonesty.

Supplier conduct provisions

3. Supplier conduct towards employees

Redefine expects its suppliers to:

- 3.1. Respect the rights, dignity and freedom of their employees, treat them in a fair and ethical manner, as well as to observe the United Nations Universal Declaration of Human Rights ("UNDHR").
- 3.2. Comply fully with the prohibition on child labour in line with the International Labour Organisation's Minimum Age Convention, and applicable local and international law. The use of legitimate workplace apprenticeships programmes, which comply with all laws and regulations and do not require children to work under inhumane conditions, are permitted.
- 3.3. Guarantee that the rights of their employees to freedom of expression, association and collective bargaining are respected and that all applicable laws relating to these rights are observed.
- 3.4. Avoid exploitative recruiting and hiring practices.
- 3.5. Ensure that their employees can report workplace grievances and complaints anonymously and offer whistle-blower protection.
- 3.6. Ensure that their employees are covered in respect of working time, in accordance with locally and internationally recognised minimum standards.
- 3.7. Ensure that a strict and legally enforceable recruitment process is followed during the recruitment of employees and that valid certifications and documents are obtained.
- 3.8. Conduct their operations in a manner that do not discriminate against any employee based on race, gender, ethnicity, religion, sexual orientation, disability, age, marital status, nationality, political affiliation or other forms of discrimination. This extends to other aspects of employment such as recruitment, promotion and remuneration.
- 3.9. Ensure a workplace that is free of harassment and abuse and respect each employee's right to privacy. Each supplier shall have mechanisms to hear, process and settle the grievances of their employees.
- 3.10. Ensure that they do not engage in forced labour and that they prohibit the trafficking of persons, which means that all workers are employed on a voluntary basis free from any threat of violence, threats of criminal penalty, and restrictions on freedom of movement.
- 3.11. Create a safe and healthy workplace environment, in which the employees have the right to report unhealthy working conditions and refuse unsafe work, including adequate fire safety, emergency and disaster management plans.
- 3.12. Protecting the rights of vulnerable stakeholder groups against unfair discrimination, e.g. indigenous people, women children, older workers, workers with disabilities, migrant workers.
- 3.13. Ensure that their employees are provided with fair wages and benefits as well as adhering to relevant legislation that governs minimum wages and basic conditions of employment.
- 3.14. Not engage in any form of modern slavery or forced labour and shall actively monitor and prevent modern slavery in their own supply chains.
- 3.15. Not tolerate any degree or form of sexual exploitation in their own supply chains.

4. Supplier's conduct towards health and safety

Redefine expects its suppliers to observe health and safety standards. This includes:

- 4.1. For suppliers whose employees work on our sites, to follow our on-site registration and induction protocols prior to commencing with work.
- 4.2. Cooperating with the monitoring and evaluation of their integration with our health and safety management system, and their performance relative to our health and safety procedures. This includes cooperating with any third parties contracted on behalf of Redefine for this purpose.
- 4.3. Providing regular health and safety training to their employees.
- 4.4. Providing protective equipment to workers in accordance with their job requirements in order to help create safe working conditions.
- 4.5. Ensuring policies and procedures are in place to deal with any emergency situations which must include evacuation plans, training, fire detection systems and emergency exit doors.
- 4.6. Providing access to adequate on-site health and medical facilities for their employees, including clearly marked first-aid provisions and trained first-aid personnel.

5. Supplier's conduct towards the environment

Redefine is committed to responsible conduct towards the environment. The following conduct standards reflect Redefine's expectations of its suppliers in this regard.

- 5.1. Suppliers must:
 - 5.1.1. ensure compliance with all applicable environmental laws and legislation. All required environmental permits and registrations are to be kept up to date;
 - 5.1.2. ensure the management of air and water quality, and air pollution, as per local regulations or permit requirements;
 - 5.1.3. encourage the efficient use of natural resources such as water and energy;
 - 5.1.4. factor in appropriate environmental and social considerations into the full life cycle of processes, technologies, products and packaging; and
 - 5.1.5. reduce the generation of waste, promote the recycling of materials and ensure the responsible management of hazardous substances. All hazardous materials and chemicals, including waste water and solid waste, must be disposed of using environmentally responsible practices.
- 5.2. Suppliers may be required to:
 - 5.2.1. quantify their greenhouse gas emissions in order to understand and manage their carbon footprint; and
 - 5.2.2. define an environmental or sustainability policy to ensure that they behave in an environmentally responsible and sustainable manner.
- 5.3. The Company may conduct supplier risk assessments with regard to their environmental performance. Suppliers shall fully cooperate with all parts of this process. The Company may also require suppliers to conduct a self-assessment of their sustainability performance and provide the results to the Company for evaluation.
- 5.4. The Company may, in implementing an environmental management system, integrate its suppliers into this system. Suppliers shall cooperate fully with all enquiries in this regard.

6. Supplier's conduct relating to bribery and corruption

- 6.1. Redefine may conduct third party due diligences in selecting and monitoring suppliers, which may include regular screenings, risk assessments, compliance health checks, identification of red flags, structured approval processes and documentation, as well as checks on necessity, proper retention,

expertise, integrity and methods of payment. Suppliers shall fully cooperate with all parts of this process upon request.

- 6.2. Each supplier will report all direct and indirect conflicts of interest that may arise that relate to their business dealings with Redefine. Any employee of Redefine who has a direct or indirect interest in a supplier shall adhere to the Redefine conflict of interest policy, available through Redefine's intranet portal.
- 6.3. Each supplier shall have a process in place to declare all gifts, entertainment and hospitality offered or received that could be a direct or indirect conflict, in fact (actual or potential) or in appearance (perceived) conflict of interest.
- 6.4. Suppliers shall comply with all applicable competition laws and regulations.
- 6.5. Suppliers must protect all Redefine-related information, electronic data and intellectual property or technologies with appropriate safeguards.
 - 6.5.1. Suppliers may receive Redefine confidential information only in accordance with a suitable confidentiality or non-disclosure agreement. Suppliers must also have strong cybersecurity frameworks in place.
 - 6.5.2. Suppliers may not use the Redefine trademark, images, or other materials to which Redefine owns the copyright, unless explicitly authorised.
 - 6.5.3. Suppliers must protect personal information and ensure its confidentiality as well as the rights of their employees to privacy, particularly when suppliers gather private information or implement monitoring mechanisms.
- 6.6. Suppliers are expected to maintain accurate records of their business activities, including in their accounting records.
- 6.7. Suppliers shall comply with international and local anti-bribery and corruption laws and regulations. Facilitation payments, bribes, kickbacks and similar payments, as well as money laundering are strictly prohibited.
- 6.8. Suppliers and their affiliates warrant that they have not and will not, for the purpose of unlawfully influencing or inducing anyone to influence decisions in favor of Redefine, offer, promise or make or agree to make, directly or indirectly, (a) any political contributions of any kind or any payment to or for the benefit of any public official, whether elected or appointed, (b) any payments for gifts, meals, travel or other value for a government employee or his/her family members or (c) any payments or gifts (of money or anything of value) to anyone. Suppliers shall not, under any circumstances, reimburse one another for any such political contributions, payments or gifts.
- 6.9. Suppliers must ensure that they comply with all applicable tax laws and regulations in the jurisdictions in which they operate. Under no circumstances should suppliers engage in tax evasion or unlawful practices aimed at avoiding their tax obligations.

7. Supplier's disclosure and reporting requirements

- 7.1. Suppliers must:
 - 7.1.1. report any conduct which is not aligned to Redefine's values as stated above. This includes (but is not limited to) theft, fraud, corruption, bribery or any type of dishonesty;
 - 7.1.2. upon request disclose their conduct standards and the way in which they are operationalised; and
 - 7.1.3. must report all instances of suspected or actual bribery, fraud, theft, corruption or other unethical practices to Whistleblowers (an independent third party that has been hired by Redefine for this purpose), whose contact details are included below:

Website: www.whistleblowing.co.za
Tel (toll-free): 0800 86 46 52
- 7.2. Suppliers may be required to formally report to the Company on their compliance with this Code, as well as the associated policies involved. Suppliers must also notify the group of:

- 7.2.1. Any significant criminal or civil legal action taken against them;
 - 7.2.2. Any issues that have arisen that may affect Redefine's reputation; and
 - 7.2.3. Any fines or administrative sanctions brought against them which relate in any way to this Code.
- 7.3. We recommend that due diligence policies and management systems are aligned with local and international standards. Where appropriate, we will seek to support our suppliers in building their capacity and improving their adherence to the expectations detailed in this Code.

8. Ethical conduct

- 8.1. Redefine is committed to maintaining the highest ethical standards in its operations and within its supply chain. Therefore, suppliers must refrain from:
- 8.1.1. Conduct that leads to or is likely to lead to significant reputational or financial harm to Redefine or its subsidiaries;
 - 8.1.2. Breaching any material obligations owed to Redefine, including the Company's code of conduct, ethics or risk policies; and/or
 - 8.1.3. Events or behavior (including inaction) or the existence of events attributable to a supplier which lead (in part or wholly) to the censure of Redefine or its subsidiaries by a regulatory authority (e.g. the Competition Commission) or have a significant detrimental impact on the reputation of Redefine.

9. Non-compliance

- 9.1. Redefine reserves the right to terminate its business relationship with any supplier (including its employees or representatives) that contravenes this Code.
- 9.1.1. Redefine may require a supplier to demonstrate compliance with the Code within a reasonable time period.
 - 9.1.2. Redefine may require a supplier to take steps to become fully compliant with the Code within a reasonable time period, together with timelines and consequences for not meeting them and/or continuing performance.
- 9.2. Redefine may conduct supplier risk assessments in order to determine whether any part of this Code is being contravened. Suppliers are expected to fully comply with this risk assessment process where required.
- 9.3. We reserve the right to review and update this code when deemed necessary. The most recent version can be found on our website www.redefine.co.za. Any update to the Code will also be communicated to our suppliers accordingly.

10. Binding nature

- 10.1. This Code is binding on all of Redefine's suppliers

11. Contact us

For any questions, please contact Redefine's Procurement department by email (procurement@redefine.co.za) or telephonically at +27 11 283 0000.

12. Supplier's pledge

Supplier's pledge to the Redefine Supplier's Code of Conduct and confirmation of receipt

I _____ (person's name),

from/on behalf of _____ (supplier company name),

Designation _____

Address _____

Email address _____ Telephone number _____

in my capacity as a supplier of Redefine, hereby confirm receipt of the Redefine Supplier Code of Conduct.

I confirm that _____ is responsible for the implementation of Redefine's supplier Code of conduct within my organisation.

I represent and warrant that in carrying out our responsibilities on behalf of Redefine, neither our owners, officers, directors, employees, or agents have paid, offered, or promised to pay, or authorised the payment directly or indirectly, of any money, gift, or anything of value to any government official or to anyone else, to influence any act or decision of such official or private person to obtain or retain business, or to direct business to any person.

Signed _____ Date _____

Place _____

Should you require more information, please contact the Redefine Procurement department at +27 11 283 0000 or procurement@redefine.co.za