

CODE OF ETHICS FOR THE SUPPLIERS

This Code of Ethics for the Suppliers (“**Code**”) sets out the standards applicable to Suppliers of goods or services to Mayland Real Estate Sp. z o.o. with its registered office in Warsaw (“**Mayland**”) and to other companies of the Casino Group, which jointly with Mayland constitute subsidiaries of the Casino Group (“**Casino Group**”).

This Code shall be meant to ensure:

- respectful treatment of employees, with respect for their dignity in the work environment, as well as care for their health and safety;
- the highest possible level of environment protection in the process of production of goods and provision of services;
- elimination from the relations with Suppliers of all kinds of manipulation, active or passive corruption, embezzlement and misappropriation of funds and other unlawful practices.

1. GENERAL PRINCIPLES

Each Supplier of the Casino Group shall be obliged to deliver goods and services consistent with requirements of the Code, the provisions of national and international law applicable to his business, and also with the international rules referred to in the Code.

Within the meaning of the Code, the term Supplier shall mean direct counterparts of the Casino Group. The Supplier shall undertake to communicate this Code to his subcontractors and Suppliers and to oblige them to apply its provisions.

This Code is part of the process of continuous development of the rules for deliveries of goods and services to the Casino Group. Under this process, the Supplier shall undertake to comply with the provided principles, preventing practices that would be contradictory to the Code and to its potential amendments.

2. OBLIGATIONS OF THE CASINO GROUP

The Casino Group, of which Mayland is part, as its subsidiary, confirmed its obligations to promote responsible trade in its whole supply network, by adopting 9 commitments laid down in the Group Ethical Charter* and by signing the United Nations Global Compact in 2009.

*http://www.groupe-casino.fr/fr/wpcontent/uploads/sites/5/2012/Charte-ethique_FR_BD+DEF.pdf

2.1.1. Both with respect to its commercial practices and to all other kinds of operations, the Casino Group shall focus on:

- Compliance with provisions of law, rules, standards, as well as international and national regulations,
- Avoidance of conflicts of interest,
- Objection against all forms of corruption.

2.1.3. The Casino Group shall make a conscious effort to maintain a constructive and open dialogue with the Supplier as regards his ability to observe the Code. The Casino Group may, if necessary, support the Supplier to enable him to meet these expectations.

- 2.1.4. The Casino Group shall undertake, through its practices for the purchase of goods and services, to facilitate the application of the Code by its commercial partners.
- 2.1.5. The Casino Group shall be committed to respecting and protecting the environment and strive to limit the environmental impact of its activities through measures aimed, in particular, at offering customers a range of products from organic or certified farming, reducing greenhouse gas emissions and improving energy and waste management. In order to achieve these objectives, the Casino Group shall sensitize its customers, mobilize its associates and support its Suppliers in meeting these challenges.

3. CRITERIA

3.1 GENERAL PRINCIPLES

- 3.1.1. The Supplier shall comply with all applicable laws, rules, standards and international and national regulations in force in each country where he operates. The Supplier shall ensure that his suppliers and subcontractors comply with this obligation.
- 3.1.2. The Employees and associates of the Casino Group shall not be authorized to accept gifts or gratuities from the Supplier in any form whatsoever.
- 3.1.3. The Casino Group shall forbid any form of corruption, irrespective of the time, place or circumstances, and expect its Suppliers to obtain the same obligation from their suppliers, as well as the suppliers and subcontractors of the latter.
- 3.1.4. The Supplier shall introduce an effective internal management system, which enables:
 - to document and perform all employment relationships (in accordance with national laws, customs and practices and labor standards) from recruitment to termination of the contract of employment; this applies especially to workers with a special status: young people, immigrants, national migrants, seasonal workers, persons performing home-based work or piece-work, trainees or interns, temporary workers, etc.
 - to ensure that the rules set out in this Code are promulgated and followed in his organization.
- 3.1.5. The Supplier shall undertake to act with maximum transparency towards the Casino Group. Each attempt to conceal, make a false statement, forge documents or falsify the facts may persuade the Casino Group to exclude the Supplier from a tender procedure, or terminate the contract.
- 3.1.6. The Supplier shall undertake not to hire subcontractors, for the whole or part of goods and services commissioned from him, without the prior consent of the Casino Group. Obligations of the Supplier shall include ensuring that provisions of the Code are strictly followed by his subcontractors. Any secret subcontracting may be the reason for immediate termination of commercial relations between the Casino Group and the Supplier.
- 3.1.7. All information exchanged between the Supplier and the Casino Group with respect to their commercial relation must be treated as confidential. Accordingly, it may not be transferred to third parties under any circumstances without the prior written consent of the Casino Group.

3.1.8. The Supplier shall undertake to refrain from participation in agreements, undertaking any dishonest actions resulting in the breach of fair competition principles, especially actions intended to eliminate a competitor from the market or to limit market access to new competitors by means of illegal activities.

3.2 HUMAN RIGHTS, HEALTH AND SAFETY

3.2.1. PROHIBITION OF CHILD LABOR

The Supplier shall undertake to comply with the minimum age for admission to any type of work by national legislation, and in any case not to employ children under the age of 15.

The Supplier shall not employ any person over 15 and under 18 years of age to work night shifts or in conditions that may impair his/her health, safety or morals and/or have a detrimental effect on his/her physical, mental, spiritual, moral or social development in accordance with Convention No. 182 of the International Labor Organization (ILO).

3.2.2. PROHIBITION OF FORCED LABOR

The use of forced, compulsory and unpaid labor, irrespective of its form, including labor of prisoners under conditions other than those set out in Convention No. 29 of the ILO shall be prohibited.

The Casino Group shall expressly forbid the confiscation of personal ID documents, the payment of deposit or payment for recruitment costs by the employees, as a precondition to employment.

The Supplier shall respect the right of the employees to terminate the employment contract by statutory or rational notice of termination, and the right to leave the workplace after the completion of work.

3.2.3. PREVENTION OF DISCRIMINATION AND MISTREATMENT

The Supplier shall not practice, encourage or tolerate with relation to recruitment, access to training, working conditions, allocation of remuneration, benefits, promotions, disciplinary measures, termination of employment or retirement any discrimination based on sex, age, religion, family status, race, caste, social conditions, sickness, disability, pregnancy, national or ethnic origin, citizenship, membership of an employee organization (including trade union membership), political affiliation, sexual orientation, physical appearance, or any other personal characteristic.

The Supplier shall not apply or tolerate moral or physical harassment, or any kind of abuse.

3.2.4. FREEDOM OF ASSOCIATION

The employees shall be entitled to establish or to join trade unions of their choice, and to participate in collective labor negotiations, without the prior consent of their management. The Supplier shall not hamper, make impossible or prohibit such kind of lawful activity.

In situations where the law limits or prohibits the freedom of association or collective negotiations, the Supplier shall not object to any other form of representation, as well as free and independent negotiations in accordance with conventions of the ILO.

3.2.5. WORKING TIME

The Supplier shall determine the working time in accordance with national regulations or Conventions of the ILO, each time on the basis of regulations that ensure the best protection of health, safety and well-being of the employees. In any event, Supplier shall observe weekly working hours of a maximum of 48 hours, excluding overtime.

Overtime hours shall be worked on a voluntary basis and paid at a higher rate. They shall not be used regularly or exceed the cap set by local law (in the absence of a legal limit, overtime hours may not exceed 12 hours per week).

The Supplier shall comply with all employees' rights to take at least one day rest after six consecutive working days, as well as paid holidays and public holidays in accordance with local and national legislation.

3.2.6. REMUNERATION AND BENEFITS

The Supplier shall pay his employees — including employees performing piece-work — salary and remuneration for overtime hours, provide benefits and paid holidays equal to the statutory minimum requirement or longer and/or consistent with the industry standards and/or any collective labor agreements in force (the highest rates apply).

Having in mind the fundamental importance of remuneration for its employees and their dependents, the Casino Group shall expect the Supplier to treat the statutory minimum wage not as the target remuneration, but rather as a threshold not to be maintained but exceeded, especially as the purpose of the remuneration is to ensure the fulfillment of more than the basic needs for the employee.

The subcontracting of labor, works or services, agreements regarding home-based work, training programs in a situation where there is no actual intention to transfer competences or offer regular work, the abuse of defined-term employment contracts or all other, equivalent provisions and solutions, may not be used in order not to fulfill the obligations of employer stemming from the labor law or regulations on social insurance, or obligations associated with permanent employment relationship.

3.2.7. HEALTH AND SAFETY

The Supplier shall undertake the necessary actions with respect to working conditions in order to prevent accidents and negative health consequences, resulting from or associated with the performance of professional activities.

The Supplier shall undertake all necessary fire prevention and protection measures and cares for the robustness, stability and safety of his buildings and equipment.

The Supplier shall care to provide for his employees and managers the appropriate training, in the following areas: fire safety, first aid, waste management, work with and disposal of chemicals and other hazardous materials.

3.3 ENVIRONMENT PROTECTION

The Supplier shall establish, through techniques available and derived from industry best practice, special procedures and policies necessary to identify, avoid and/or mitigate negative environmental

impacts of its operations and contribute to mitigating climate change, based on the following criteria:

3.3.1. The use of water shall be optimized, and all wastewater generated during production processes shall be treated before disposal pursuant to local regulations.

3.3.2. All waste, and especially hazardous waste, shall be removed in a responsible manner (identification, storage, elimination, recycling) pursuant to local regulations.

3.3.3. The Supplier shall ensure that all substances associated with an environmental hazard are identified, labeled and properly stored in order to avoid any threat of polluting the environment.

3.3.4. All non-renewable natural resources shall be managed in the most efficient manner possible. The Supplier shall undertake not to use raw materials obtained from protected animal or plant species, or obtained via illegal activities.

4. VERIFICATION

4.1. In order to make sure that the Supplier strictly observes the rules and criteria set forth in this Code of Ethics with respect to goods bearing his trademarks, the Casino Group, for the purpose of verification, shall be entitled to authorize external independent firms specializing in the audits of compliance with ethical principles.

4.2. For this purpose, the Supplier shall undertake to cooperate and facilitate with the audit, provide access to locations where goods are produced, documents, registers, his employees, subcontractors and suppliers.

4.3. The Supplier shall undertake to introduce the necessary adjustments — and to ensure they are implemented, if necessary — within deadlines agreed with each interested party.

4.4. The Casino Group shall be able to decide to immediately terminate the commercial cooperation or the contract, if the Supplier breaches the principles of this Code and/or refuses to undertake the necessary steps to rectify the irregularities of which he was notified.

5. LEGAL REFERENCES

In the local context, it shall be permissible to apply solely provisions of the law consistent with the general principles of the international agreements and conventions listed herein.

This Code may not constitute an obstacle for the introduction of conditions more favorable than specified in international standards and/or domestic regulations and/or local regulations.

5.1. The Universal Declaration of Human Rights

5.2 International agreements referring to fundamental human rights

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

5.3. The basic international standards regarding the labor law, laid down in the ILO Declaration on Fundamental Principles and Rights at Work adopted in June 1998, that is:

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

5.4 Other mandatory international standards regarding work:

- Convention No. 14 on Weekly Rest (Industry), 1921;
- Convention No. 95 on Protection of Wages, 1949;
- Convention No. 135 on Workers' Representatives, 1971;
- Convention No. 161 on Occupational Health Services, 1985;
- Convention No. 170 on Chemicals, 1990;
- Recommendation No. 85 on the Protection of Wages, 1949;
- Recommendation No. 116 on Reduction of Hours of Work, 1962;
- Recommendation No. 135 on Minimum Wage Fixing, 1970;
- Recommendation No. 146 on Minimum Age for Admission to Employment, 1973;
- Recommendation No. 164 on Occupational Safety and Health and the Working Environment, 1981;
- Recommendation No. 184 on Home Work, 1996;
- Recommendation No. 190 on Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor, 1999.