



# ***Code of Conduct***

Owner:	Board of Directors
Policy (including changes) approved by:	Board of Directors
Direct questions on Policy to:	Company Secretary/Director of HR
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*RFG reserves the right to modify, replace or cancel this Policy at any time. All location specific policies, procedures, statements and forms should be read in conjunction with all policies available on the RFG intranet or equivalent communication tool. Please contact your HR representative for further information or if you have queries about this Policy at any point in time. This document will subsist if not updated by the review date and is uncontrolled once printed.*

# 1 Purpose

Retail Food Group Limited (*RFG*) is firmly committed to fostering a workplace environment which promotes best practice and ensures that all *Workplace Participants* observe the highest standards of behaviour and conduct.

The purpose of this Code of Conduct (*Code* or *Policy*) is to describe the standards of behaviour and conduct expected from *Workplace Participants* having regard to *RFG's* underlying desire to maintain a workplace culture incorporating the following values:

- Respect for others;
- Honesty, integrity and accountability;
- Leadership and teamwork;
- Diligence and care in the performance of duties; and
- An acknowledgment of the service orientated nature of the *Group's* core franchising and other businesses.

## 2 Scope & Application:

Except to the extent that it says otherwise, this *Code* applies to all *Workplace Participants*, and obliges them:

- To act in accordance with the requirements and spirit of this *Code*;
- To report breaches of this *Code*; and
- Not to condone or facilitate conduct which may breach, or result in a breach, of this *Code*.

(*Our Ethical Standard*)

This *Code* operates in conjunction with other policies adopted by *RFG* which relate to minimum standards of behaviour and conduct, together with the *RFG* Orientation Guide, a *Workplace Participant's* individual employment agreement or contract for service (as applicable), and the law.

Unless otherwise stated, where there is any inconsistency between this *Code*, other policies or individual agreements, then the terms of this *Code* shall prevail. In the case of inconsistency between this *Code* and the law, the law prevails.

Furthermore, the *Group's* business and operations extend beyond Australia, and *RFG* acknowledges that laws and cultures may differ in foreign countries.

Except where to do so would cause cultural embarrassment or break any law in a foreign country where the *Group* is conducting business, this *Code* shall apply to all *Workplace Participants* insofar as they are involved in conducting the *Group's* business in those countries. However, nothing in this *Code* shall operate as a submission by the *Group* to the jurisdiction of a foreign country or Court.

### 3 Definitions

In this *Code*, unless otherwise specified or there is something in the subject matter or context inconsistent therewith, words having capital letters or which are printed in *italics* shall have the following meanings:

<i>Board</i>	means the Board of Directors of <i>RFG</i> ;
<i>Brand Systems</i>	means those franchised brand systems owned, operated or managed by the <i>Group</i> from time to time, and includes a reference to the principal trademarks or marketing devices of any such <i>Brand System</i> ;
<i>CEO</i>	means <i>RFG</i> 's Chief Executive Officer, or other top ranking executive officer regardless of title, from time to time;
<i>Chairman</i>	means the Chairman of the <i>Board</i> from time to time;
<i>Code</i>	means this Code of Conduct;
<i>Company</i>	means a reference to <i>RFG</i> ;
<i>Confidential Information</i>	means all information, whether or not in material form, treated or designated by the <i>Company</i> as confidential, or which is not generally known to persons outside of the <i>Group</i> , or which could be regarded in all the circumstances as sensitive or confidential, and includes information concerning <i>RFG</i> , the <i>Group</i> , its or their businesses, customers, franchisees, suppliers, shareholders or other stakeholders;
<i>Ethical Standard</i>	means a reference to the <i>Ethical Standard</i> noted in Item 2 above;
<i>Fair Work Laws</i>	means the <i>Fair Work Act 2009 (Cth)</i> and the <i>Fair Work Regulations 2009 (Cth)</i> , as amended from time to time (including by the <i>Fair Work Amendment (Protecting Vulnerable Workers) Act 2017</i> );
<i>Group</i>	means <i>RFG</i> , its controlled entities and related bodies corporate;
<i>Policy</i>	means a reference to this Code of Conduct;
<i>Our, Us or We</i>	means a reference to the <i>Group</i> and all <i>Workplace Participants</i> , including <i>You</i> if <i>You</i> are a <i>Workplace Participant</i> ;
<i>Restricted Person</i>	has the meaning given to that term in the <i>Trading Policy</i> ;
<i>RFG</i>	means Retail Food Group Limited;

<i>Team Members</i>	means those persons employed by franchisees in those businesses operated by them under a Franchise Agreement, and includes full-time, part-time and casual employees of franchisees;
<i>Trading Policy</i>	means <i>RFG's</i> Trading Policy from time to time, including any update or replacement thereof;
<i>Workplace Participant</i>	means all employees (including full-time, part-time, casual and temporary employees) and contractors of <i>RFG</i> , its controlled entities and related bodies corporate; and
<i>You</i>	means a specific reference to the reader, where he or she is a <i>Workplace Participant</i> .

## 4 Core Standards of Behaviour & Conduct

All *Workplace Participants* are required to meet the following core standards of behaviour and conduct, noting that this *Code* contains further guidance below to assist compliance with these standards:

- To act honestly and with integrity;
- To obey the law;
- To act in the best interests of *RFG* and the *Group*, except where to do so contravenes *Our Ethical Standard*;
- To acknowledge that *RFG's* long term financial and reputational success depends on the financial and reputational success of its franchisee community;
- To avoid and promptly disclose any real or perceived conflict between personal interests and those of the *Group*;
- To respect, and maintain strict confidentiality in relation to, all *Confidential Information*, to not make improper use of *Confidential Information*, and to not without authorisation disclose *Confidential Information* to any third party;
- To maintain professionalism, and act appropriately, in the workplace and at corporate events and functions;
- To treat customers (including franchisees and their employees), the public and fellow *Workplace Participants* with courtesy and respect such as *We* would expect to be treated by a professional, responsible and courteous person;
- To act in good faith in the best interests of *RFG* and the *Group* in performing or discharging *Our* duties;
- To exercise reasonable care, skill and diligence in the performance of *Our* duties and to strive to work to the best of *Our* ability;
- To not make improper use of information that may come into *Our* hands as a consequence of being a *Workplace Participant*;

- To not make improper use of *Our* position to derive financial or other personal gain, nor accept, nor offer to accept, gifts or anything else of value if given or offered in order to influence *Us* in the performance of *Our* duties;
- To use *RFG's* and the *Group's* resources responsibly and efficiently;
- To act impartially in the performance of *Our* duties;
- To not engage in conduct likely to discredit or damage the reputation of *RFG*, the *Group* or its or their *Brand Systems* or businesses;
- To maintain a workplace environment free of discrimination and harassment;
- To observe health and safety policies and obligations, and co-operate with all procedures and initiatives taken by the *Group* in the interests of workplace health and safety;
- To respect and safeguard the property of the *Group* and fellow *Workplace Participants*;
- To observe all standards of conduct, policies or procedures adopted by the *Group* from time to time; and
- To promptly report any violation of law, policy or this *Code*.

## **5 A Guide to Ethical Conduct and Decision Making**

This *Code* is one of a number of elements supporting a self-regulatory approach to the way *We* do business. This *Code* is designed to provide practical assistance in performing *Our* daily tasks and resolving situations that may present potential ethical conflicts.

While this *Code* provides a number of specific examples and guides regarding ethical conduct and decision making, the following simple questions or steps will assist each of *Us* in determining whether a proposed decision or action creates an ethical dilemma or might breach this *Code*:

- Is the decision or action lawful?
- Is the decision or action contrary to the terms or spirit of this *Code* or *Our Ethical Standard*?
- Is the decision or action consistent with *RFG's* policies and procedures?
- Will the primary beneficiary of the decision or action be *RFG*?
- Is the decision or action transparent and able to withstand scrutiny?

While the answer to all of these questions should be YES, there will be times where the answer may seem a bit 'grey'. In these cases, one or more of the following options should be taken:

- The matter should be clarified with *Your* line manager;
- *You* should request that instructions be put in writing;
- *You* should document all actions, directions and conversations regarding the matter; and/or
- *You* should seek advice from the *CEO* or *Chairman*.

## **6 Our Responsibility to Shareholders**

### *Transparency*

We will strive to meet the expectations of *Our* shareholders and the financial community by maintaining principles of transparency in the preparation and delivery of financial information.

### *Financial Integrity*

We will be diligent in the preparation of financial information, and ensure that published financial statements are accurate, timely and give a true and fair view of the financial position and performance of the *Group*.

### *Safeguarding Assets*

We will implement a sound system of internal controls to safeguard the *Group's* assets and to manage risk through appropriate forms of control. All line managers are responsible for the *Workplace Participants*, assets and systems under their control or direction.

### *Privacy*

We will safeguard the personal information of shareholders held on *RFG's* Register and only release information in accordance with the law.

### *Insider Trading*

*Workplace Participants* are prohibited from participating in 'insider trading'.

The *Board* has adopted the *Trading Policy* in order to raise awareness about, and provide information concerning, the prohibition on 'insider trading', and to regulate trading in *RFG* shares.

All *Workplace Participants* must comply with the *Trading Policy*.

The *Trading Policy* imposes additional restrictions on *Restricted Persons*, prohibiting them, other than in exceptional circumstances, from trading in *RFG* shares:

- Between 1 January and announcement to the market of the *Company's* half year results each year; and
- Between 1 July and announcement to the market of the *Company's* annual results each year.

## 7 Our Responsibility to Franchisees

We recognise that *RFG's* long term success, both financially and reputationally, depends on the financial and reputational success of *Our* franchisees, and are focused on supporting them in their businesses.

Whilst the Franchise Agreement is the key document regulating the *Group's* relationship with franchisees (as the case may be), and prevails over other arrangements including this *Code*, We will support franchisees by building a stronger franchisee community.

We are committed to doing this by:

- Selecting franchise partners with the capacity, skills and attributes we think are necessary indicators for financial and reputational success ;
- Requiring new franchisees to obtain independent legal and financial advice prior to their entry into a franchise agreement so that they better understand:
  - (i) the risks and challenges associated with operating a franchised small business; and
  - (ii) their rights and obligations under, and the terms of, the franchise agreement and other agreements relating to the franchised business;
- Helping *Our* franchisees to become better retailers and to maximize their return on investment by:
  - (i) Developing improved systems across our business, including for marketing, product development, supplier negotiations, operational performance, franchisee recruitment and expansion, network communications, financial reporting and site selection;
  - (ii) Listening and responding to franchisee feedback;
  - (iii) Monitoring franchisee sentiment and network performance;
  - (iv) Providing field team support that seeks to meet their needs;
- Carefully assessing site or territory selection and retention;
- Seeking to implement marketing activity that benefits franchisees' businesses;
- Striving to communicate with the *Group's* franchisee community in an open and timely manner;
- Safeguarding franchisees' confidential information and ensuring that such information is used only for legitimate purposes;
- Acting impartially in the exercise of *Our* duties;
- Dealing with complaints fairly and as expeditiously as possible;

- Recognising that the *Group's* franchisees are *Our* customers; and
- Respecting franchisees and the financial and emotional investment they have made in the *Brand Systems* and their businesses.

## 8 Our Responsibility to Team Members

We recognise the important contribution Team Members make to *Our* franchisees' businesses and the role they play as representatives of *Our* brands.

All *Team Members* are entitled to be paid fair wages, consistent with relevant awards, for the work they do, and the *Company* is committed to educating and monitoring its franchisees so that this basic principle is observed.

We will support *Team Members* by:

- Demonstrating *Our* commitment to educating and monitoring franchisees as aforesaid;
- Ensuring *Our* Franchise Agreements require franchisee compliance with *Fair Work Laws* and provide *Us* with necessary scope to enforce this obligation;
- Promoting awareness of *Fair Work Laws* requirements, the support offered by the *Company* in relation to *Fair Work Laws*, and the activity the *Company* takes or may propose taking to drive compliance with *Fair Work Laws*;
- Offering communication channels for *Team Members* to raise complaints or concerns regarding *Fair Work Laws* compliance with *Us*; and
- Dealing with complaints fairly and as expeditiously as possible.

## 9 Our Responsibility to Customers and Suppliers

### *Integrity of Behaviour*

Each of *Us* is expected to act with integrity in all of *Our* official activities, avoiding any behaviour that would reflect adversely on *Us* or the *Group*.

Integrity encompasses honesty, probity and loyalty.

*Workplace Participants* are, therefore, expected, as a minimum, to apply the rules and guidelines of this *Code* to all business activities.

Gifts, benefits, courses, entertainment and the like should only be offered within the parameters established by this *Code*. Where a customer, supplier or any third party does not permit acceptance of such hospitality, *We* will honour their requirements.

### *Confidential Information (including Privacy)*

We have a duty to protect information obtained through *Our* operations which belongs to franchisees, customers and suppliers.

Because of the importance of information to *RFG* and those organisations and individuals with whom *We* deal, and the potential for loss, theft or misuse of the information, care must be taken to maintain the integrity and security of all such information.

*We* must not access or request confidential information about third parties unless that information is necessary for the performance of *Our* duties. Any such information that may have inadvertently come into *Our* possession must be promptly returned or destroyed.

*We* must not release any such information unless authorised to do so, the information is public information (through no fault of *Ours*) or the law requires *Us* to do so.

*We* must also comply with any other policies adopted by *RFG* in connection with information or privacy, including the Privacy Policy, and otherwise, the terms of *Our* employment agreement or contract for service.

### *Impartiality*

*We* will act with impartiality in *Our* dealings with customers and suppliers.

*We* must take care that *Our* expression of personal views and convictions do not compromise, or appear to compromise, the performance of *Our* duties.

Personal relationships or considerations, including bias or favouritism, must not influence decisions for or against third parties or the conscientiousness with which *We* deliver service.

All submissions, applications, representations or other approaches received by *Us* should be treated equally, and be judged on their merits.

Both internally and externally, it is inappropriate for any *Workplace Participant* to act in a discriminatory manner.

## **10 Our Responsibility to Workplace Participants**

### *Health and Safety*

*RFG* is committed to the health and safety of all *Workplace Participants*.

### *Discrimination and Harassment*

As part of *RFG*'s commitment to good business, employee and community relations, *We* must contribute to a work environment that is free from discrimination and harassment.

*RFG* has adopted policies in order to raise awareness about, and provide information concerning, harassment, discriminatory and bullying behaviours, including the Workplace Bullying and Harassment Policy.

*We* must familiarise *Ourselves* with, and comply with terms of, the above policies.

We must also recognise that discrimination, physical, verbal or sexual harassment, violence, abuse or assault in the workplace is against the law, and will not be tolerated.

#### *Employee Remuneration and Benefits*

RFG recognises that it is critical to its long term success that it attracts, retains and motivates high quality personnel to lead, manage and serve the *Company* within an increasingly congested and competitive marketplace.

The key to this goal is ensuring the *Group's* award-free employees are remunerated fairly, that performance is transparently assessed and discussed, and that *Workplace Participants* are encouraged to succeed and achieve their own personal milestones.

#### *Employee Support:*

RFG acknowledges that its people are its heart and soul. The health and well-being of all *Workplace Participants* is, therefore, of great importance to the *Company*.

In addition to those other measures implemented by the *Group* to support *Workplace Participants*, RFG has established an Employee Assistance Program (EAP) to provide employees access to confidential and professional counselling services which help to promote health and wellbeing in relation to issues at work and at home. Further information regarding the EAP is available on the *Group* Intranet.

## **11 Our Responsibility to the Community**

#### *Corporate Social Responsibility*

RFG is committed to being a responsible corporate citizen which fulfils its moral, ethical and legal obligations, enabling *Our Workplace Participants* to actively enhance the communities in which the *Group* operates.

#### *Health, Safety and Environment:*

RFG considers that *We* have a responsibility to the environment in which *We* operate.

The diversity and geographic depth of RFG's business operations reach into many Australian and other communities.

*We* are, therefore, committed to improving *Our* environmental and social performance where feasible, and will encourage *Our* business partners to join *Us* in this effort.

#### *Donations & Sponsorships*

RFG is a proud supporter of various charitable organisations and other groups. It also actively encourages *Workplace Participants* and franchisees to support their local charities, communities or sporting groups.

However, RFG has a policy to not make any political donations.

## 12 Personal Responsibilities of Workplace Participants

### *Conflict of Interest*

Conflicts of interest exist when it is likely that *We* could be influenced (or could be seen to be influenced) by a personal interest in carrying out *Our* duties.

Some examples that may give rise to a conflict of interest are:

- Having a financial interest in a matter the *Group* deals with, or having friends or relatives with such an interest;
- Having a personal, philosophical, religious, moral or political belief or attitude that could influence or be seen to influence *Our* impartiality, including close personal or romantic relationships with fellow *Workplace Participants*;
- Having or developing personal relationships with people with whom *RFG* is dealing or investigating, that go beyond the level of a professional working relationship;
- Accepting secondary employment that may, or may appear to, compromise *Your* integrity or that of the *Group's*; and
- Participating in political activities or making political comment that may relate to, or may be seen as relating to, *RFG's* business.

In many cases, *You* might be the only person aware of the potential for actual or perceived conflict.

Ultimately, it is *Your* responsibility to avoid conflicts that could compromise the impartial performance of *Your* duties, and to disclose potential, actual or perceived conflicts of interest to *Your* line manager or otherwise in accordance with the Conflict of Interest Policy.

*You* must be aware of, and abide by, *RFG's* Related Party Transactions, Conflict of Interest, and Anti-Bribery & Corruption Policies.

In closing, having a conflict of interest is not of itself wrong.

However, what *You* may choose to do about it could be.

### *Gifts & Benefits*

*Workplace Participants* should never solicit gifts, benefits or favours whilst performing their duties for the *Group*.

In particular, gifts, benefits or favours intended or likely to influence decision making, or to foster any avoidance of obligations concerning impartiality, must never be accepted.

It is generally advisable to decline all offers of gifts, benefits, travel, hospitality or other favours. However, it is understood that, at times, gifts may be offered by way of thanks for work performed, assistance given or contribution to outcomes.

In those cases, gifts which clearly have a value of less than \$150 may be accepted without need for further approval.

However, if *You* believe the value of the gift might exceed \$150, or a reasonable person would do so, the gift should be accepted in order to avoid embarrassment.

All gifts must be immediately notified to the CEO or his or her designate.

The notification should clearly identify the gift, its approximate value, and the nature and extent of the relationship with the person or organisation who provided the gift.

A decision will then be made as to whether the gift may be kept, should be returned, or should be shared with colleagues or the community (eg as a donation to charity).

To prevent any misunderstandings or embarrassment, it is advisable that all gifts and benefits received, regardless of the value, be diarised and recorded in the Spirax books provided to *You* by the *Company*.

This recording is particularly important where *You* are in a position that deals directly with, or decides upon, the acceptance, performance or removal of: contractors; consultants; suppliers; customers; employees or other stakeholders who could be seen to benefit from *Your* decision, influence or involvement.

*You* must also familiarise *Yourself* with, and abide by, the terms of, *RFG's* Gifts & Benefits, and Anti-Bribery & Corruption Policies.

#### *Business Lunches, Sponsored Courses & Entertainment*

The general rules applying to 'conflicts of interest' and 'gifts & benefits' also apply in the case of business lunches, sponsored courses or entertainment.

It is, however, recognised that a solid network of relationships can be of benefit to the *Group*, and, as such, attendance at business related functions may be necessary and appropriate.

The following guidelines should, therefore, be adopted when accepting such offers:

- Lunches should be of a modest nature and should not be accepted during times of real or perceived decision making, e.g. during a tendering process, or during a period where performance is being questioned. All lunches must be reported to your line manager.
- Courses, or other major functions with a duration of one to several days (or nights) are often sponsored by organisations with which *We* do business. *You* may accept such offers provided the function or course is relevant to *RFG's* business or industry, is held locally allowing *You* to return home or to work, and line manager approval has been obtained. Offers including interstate or international travel should be referred to the *CEO* or his designate who will make a decision based on the facts and *Your* working relationship with the third party. *RFG* may not pay for all travel and accommodation costs associated with the course or function.

- Entertainment should be considered a 'benefit' and treated with the same protocols as other gifts and benefits.

Once again, to prevent any misunderstandings or embarrassment, it is advisable that *You* diarise all business lunches, sponsored courses and entertainment received regardless of the value or location.

This recording is particularly important where *You* are in a position that deals directly with or decides the acceptance, performance or removal of: contractors; consultants; suppliers; customers; employees or other stakeholders who could be seen to benefit from *Your* decision.

### *Confidential Information (including Privacy)*

*RFG* has information that must be protected to allow it to operate as a business in a competitive environment and as a conscientious corporate citizen. Because of the importance of information to *RFG* and those with which *We* deal, its loss, theft or misuse is considered very serious. *We* must, therefore, take great care to maintain the integrity and security of all *Confidential Information*.

*We* must not access or request confidential *Company* information unless that information is required in the performance of *Our* duties.

Any such information that may have inadvertently come into *Our* possession must be returned to the sender or *Our* line manager immediately.

Any information obtained through *Our* role, through *Our* work-related contacts, or as a consequence of *Us* being a *Workplace Participant*, must not be released to third parties or the public unless:

- *We* are authorised to do so;
- It is public information (through no fault of *Ours*); or
- The law requires *Us* to.

*We* are also required to abide by the requirements of the *RFG* Privacy Policy, together with our individual employment agreement or contract for service.

Notwithstanding anything herein to the contrary, the terms of *Our* individual employment agreements or contracts for service will prevail over this *Code* to the extent that they impose obligations of confidentiality which might exceed those specified herein.

### *Use of Company Resources*

*RFG's* resources are made available for the purposes of undertaking the business of the *Group*, and are not available for unauthorised use by *Workplace Participants*.

Provided it is within reason and not used for private income producing purposes, limited use of computers, telephones, stationery and motor vehicles for private purposes is acceptable.

However, *RFG* reserves the right to prohibit or restrict the use of its resources.

Where there is any doubt as to *Our* rights to use *RFG* resources for private purposes, either on a continuous basis or for a 'home-project', it is *Our* responsibility to seek approval from *Our* line manager, preferably in writing.

Regardless of whether *RFG* resources are being used for *RFG* or private purposes, it is incumbent upon *Us* to use such resources efficiently, economically and carefully. *We* are also expected to abide by existing *RFG* security requirements when resources are within *Our* possession.

### *Public Comment and Political Participation*

As members of the community, *We* all have the right to enter into public debate in *Our* private capacity.

However, *We* must ensure that such comment is in no way attributed to the *Group*, its *Brand Systems* or *Us* in *Our* capacity as a *Workplace Participant*, unless that is the express purpose of *Our* comment and *We* have been authorised to make that comment. *We* must comply with the *Group's* Social Media Guidelines and not engage in conduct likely to bring the *Group* into disrepute, or which might defame, threaten, harass, bully, discriminate or offend others, or otherwise result in the disclosure of *Confidential Information*.

Public comment includes public speaking engagements, comments on radio and television or in letters to newspapers, and expressing views in books, journals and notices, or over the Internet where it is expected that the comments will spread to the community at large.

*We* must ensure that any participation by *Us* in political activities through either a political party, cause, movement or lobby group, does not place *Us* in conflict with *Our* duties to the *Group*. This position is important because *We* must be seen to be able to act impartially.

This requirement does not mean that *We* should not participate in such activity, only that it must be at arm's length. What is considered appropriate political participation depends on the nature of the issue, the extent of participation, *Our* position within the *Group* and *Our* public prominence.

It is *Our* responsibility to avoid conflicts that could compromise the impartial performance of *Our* duties and to disclose potential, actual or perceived conflicts of interest to line managers.

### *When We Leave the Group:*

When leaving *RFG*, *We* must return all *RFG* property in *Our* possession, as well as any documents or items which relate to the work or business of *RFG* or the *Group*, and which is not otherwise publicly available.

Former *Workplace Participants* are not to use, or take advantage of, *Confidential Information* obtained in the course of their official duties unless that information has become publicly available, and only where that has occurred due to no fault on their part.

Former *Workplace Participants* are bound by contractual or legislative constraints regarding their use of *Confidential Information*.

We should be careful in *Our* dealings with former *Workplace Participants* and make sure that *We* do not give them, or appear to give them, favourable treatment or access to privileged information.

### *Private Employment*

Many people engage in private employment either paid or unpaid. This employment might include work with voluntary community organisations, charities, professional associations, or family and part-time businesses.

As a general rule, all such employment must be promptly notified to the HR Department.

RFG reserves the right to review all such employment arrangements, particularly where 'time off' is required, conflict could be seen to exist, or *Our* performance may falter.

## **13 Consequences of Breach**

The *Company's* commitment to maintaining the standards provided for in this *Code* is taken very seriously.

*Workplace Participants* should understand that a breach of this *Code* may well result in disciplinary action, up to and including termination of employment, in accordance with and as set out in the *RFG Employee Handbook* and associated *RFG* policies, and *Your* employment agreement.

Where a breach of this *Code* also results in the breach of any law, *Workplace Participants* may also be personally liable for their actions.

All material breaches of this *Code* shall be promptly advised to the Board.

## **14 Further Guidance and Complaints**

Queries or concerns regarding any of the following:

- The content or application of this *Code*; or
- The conduct of fellow employees;

should be raised with a line manager in the first instance, or, in respect of important or sensitive issues, the HR Department, *CEO* or *Chairman*, or You should consider taking advantage of the procedures and protections provided for in *RFG's Whistleblower Policy*.

## **15 Links with other Documents**

This *Code* has been adopted in addition to (without limitation) the following policies, procedures and forms:

- *RFG Employee Handbook*;
- *RFG Employment Agreement or Contract for Services*;
- *RFG Conflicts of Interest Policy*;
- *RFG Continuous Disclosure Policy*;
- *RFG Trading Policy*;
- *RFG Privacy Policy*;
- *RFG Gifts & Benefits Policy*;
- *RFG Related Party Transactions Policy*;
- *RFG Anti-Bribery & Corruption Policy*;
- *RFG Whistleblower Policy*; and
- *RFG Social Media Guidelines*.

## **Employee Acknowledgement**

I hereby acknowledge:

- That I have received the RFG Code of Conduct;
- That I will comply with the RFG Code of Conduct; and
- That there may be disciplinary consequences if I fail to comply with the Code of Conduct, which may result in the termination of my employment.

Employee name:

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Signed:

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Date:

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