



EXCELLENT FACETS

SUPPLIER CODE OF CONDUCT

Excellent Facets

INTRODUCTION

Excellent Facets is committed to complying with all applicable laws, regulations and best practices, particularly regarding labor standards, ethics, business integrity and social responsibility. Excellent Facets requires that all of its suppliers and their goods purchased by us are produced in facilities that meet specific criteria for working conditions, human rights, business ethics and environmental protection.

Excellent Facets is a certified member of the Responsible Jewellery Council ("RJC") and adheres to the principles and code of practices set out by RJC. Excellent Facets expects all requirements listed below to be complied with by its suppliers.

CONFLICT DIAMONDS AND THE KIMBERLEY PROCESS CERTIFICATION

The Supplier hereby agrees, represents, and warrants that it shall adhere to all guidelines and maintain and collect all necessary warranties related to the Kimberley Process Certification and System of Warranties.

The Supplier further agrees and warrants that any and all diamonds invoiced to Excellent Facets have been purchased from legitimate sources, are conflict free and are in compliance with the United Nations resolutions.

Suppliers hereby warrant to and shall comply with the following warranty statement, which Suppliers shall print on all consignments and/or invoices for all business with Excellent Facets:

As a Supplier of Excellent Facets, we hereby warrant to and comply with the following:

- 1. The Diamonds herein invoiced have been purchased or sourced from legitimate sources not involved in funding conflict, in compliance with United Nations resolutions and corresponding national laws where the invoice is generated. The seller hereby guarantees that these diamonds are conflict free and confirms adherence to the World Diamond Council ("WDC") System of Warranties ("SoW") Guidelines.*
- 2. The Diamonds herein invoiced or consigned are exclusively of natural origin and not synthetic unless otherwise stated in writing. This statement is based on personal knowledge and / or written assurance provided to us by the suppliers of the diamonds and does not exclude any required disclosure regarding treated diamonds.*
- 3. The acceptance of the diamonds herein invoiced is as per The World Federation of Diamond Bourses' ("WFDB") most recent guidelines.*
- 4. To the best of our knowledge and/or written assurance from our suppliers, we state that the diamonds herein invoiced have not been obtained in violation of applicable National laws and/or sanctions by the U.S. Department of Treasury's office of Foreign Assets Control ("OFAC"). Further, diamonds supplied hereunder were not obtained from Angola, Belarus, the Democratic Republic of Congo, Russia, Zimbabwe or any Specially Designated National and Blocked Person ("SDNBP").*

RESPONSIBLE SOURCING OF MATERIALS AND SERVICES

At Excellent Facets, we are committed to sourcing diamonds that align with our ethical standards and sustainability objectives. We require all our suppliers to adhere to the following principles to ensure responsible, transparent sourcing:



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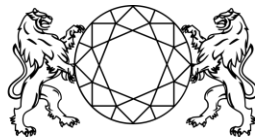
- **Ethical Sourcing:** Suppliers must ensure that all diamonds are sourced from responsible, conflict-free regions. This includes avoiding materials from conflict zones or suppliers engaged in unethical practices, such as child labor or environmental degradation.
- **Traceability and Due Diligence:** Our manufacturing and supply chain partners must comply with the OECD Due Diligence Guidance and achieve full traceability throughout their supply chains. Suppliers must also follow Excellent Facets' policies and requirements. Additionally, they must maintain an anti-money laundering policy in line with the regulations of their operating markets.
- **Transparency:** Suppliers are expected to maintain transparency in their sourcing processes by providing accurate and detailed information about their methods, production sites, and the characteristics of their products, including the country of origin as well as the mine of origin. Suppliers must refrain from making any misleading claims about their products, sourcing or nature.

APPROVED SOURCES LIST

To ensure compliance with our sourcing standards, suppliers should exclusively source rough diamonds supplied to Excellent Facets from the below listed mines.

Excellent Facets, Approved Mine Sources List as of July 2026

DIAMOND MINE OR SOURCE	COUNTRIES
1. DTC MIX	South Africa, Botswana, Canada, Namibia
2. Ellendale	Australia
3. Rio Tinto (Argyle)	Australia
4. DTC (Botswana)	Botswana
5. Gem Diamonds	Botswana
6. Lucara	Botswana
7. Okavango Diamond Company	Botswana
8. Brauna	Brazil
9. Arctic Canadian Diamond Company (Ekati)	Canada
10. Dominion (Ekati & Diavik)	Canada
11. DTC (Canada)	Canada
12. Mountain Province (Gahcho Kue)	Canada
13. Rio Tinto (Diavik)	Canada
14. Stornoway Diamonds	Canada
15. Firestone	Lesotho
16. Gem Diamonds	Lesotho
17. Namakwa Diamonds	Lesotho
18. Paragon	Lesotho



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DIAMOND MINE OR SOURCE	COUNTRIES
19. DTC (Namibia)	Namibia
20. International Mining and Dredging Holdings	Namibia
21. Alexcor	South Africa
22. Diamcor Mining Inc.	South Africa
23. Ekapa (Kimberley)	South Africa
24. DTC (South Africa)	South Africa
25. Petra (Finsch)	South Africa
26. Petra (Cullinan)	South Africa
27. Petra (Koffiefontein)	South Africa
28. Petra (Kimberley)	South Africa
29. Rockwell	South Africa
30. Trans Hex	South Africa
31. Jagersfontein	South Africa

Further, suppliers of Excellent Facets must confirm their adherence to the below statements.

- 1. We have ceased purchasing any rough and/or polished diamonds originating from Russia.*
- 2. If we continue to purchase rough and/or polished diamonds from Russia, we confirm that these purchases are physically segregated and will not, under any circumstances, be mixed with any inventory intended for Excellent Facets, in accordance with our segregation protocols.*

--- AND ---

- 3. We do not receive any mixed-origin rough diamond parcels into our manufacturing facilities where diamonds for Excellent Facets are polished.*
- 4. If we receive any mixed-origin rough diamond parcels into our manufacturing facilities where diamonds for Excellent Facets are polished, they will be kept separately from inventory intended for Excellent Facets, in accordance with our segregation protocols.*

ETHICS AND BUSINESS INTEGRITY REQUIREMENTS

COMPLIANCE WITH APPLICABLE LABOR LAWS: Each supplier has an obligation to comply with all applicable laws and regulations governing employment, including but not limited to laws governing issues such as child labor, forced labor, wages, hours, overtime, overtime pay, working conditions, benefits, and health and safety.

BUSINESS INTEGRITY: The highest standards of integrity must be upheld in all business interactions. Suppliers shall conduct business ethically and all business dealings must be transparent and accurately reflected on their business books and records. Suppliers shall have a policy mandating business integrity.

BRIBERY AND FACILITATION PAYMENTS: Suppliers will prohibit bribery in all business practices and transactions that are carried out by them or on their behalf by business partners. They will not engage in any form of corrupt practices including bribery, extortion, embezzlement, and fraud. They will not offer or accept any payments, gifts in kind, hospitality, expenses or promises that may compromise the principles of fair competition or constitute an



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attempt to obtain or retain business for or with, or direct business to, any person, or to influence the course of the business decision-making process.

PROHIBITION OF ALL FORMS OF CORRUPTION: Excellent Facets has a zero-tolerance policy concerning corruption and influence peddling. We expect our Suppliers to take appropriate measures to prevent, detect, and discipline any corruption or influence peddling, directly or indirectly, across the scope of their activities. This includes a prohibition of so-called facilitation payments or other benefits provided to public officials for routine non-discretionary actions.

PREVENTION OF CONFLICTS OF INTEREST: Excellent Facets requires its Suppliers to be committed to make every effort to prevent the occurrence of situations that create an actual, perceived, or potential conflict of interest within the scope of their business relationship with us.

RESPECT OF COMPETITION: Suppliers commit to take all appropriate measures to prevent abuse of dominant position, concerted practices, or unlawful agreements between competitors, such as the setting of prices or price ranges (price fixing) or market allocations or boycotts limiting the production of certain products.

CONFIDENTIALITY: Excellent Facets requires its Suppliers to commit to taking all necessary measures to guarantee the confidentiality of professional secrets and other non-public information they receive during the course of their business relationship with Excellent Facets.

PROTECTION OF PERSONAL INFORMATION: Excellent Facets requires its Suppliers to take all appropriate measures to comply with all applicable laws and regulations concerning the protection of personal information.

CUSTOMS AND SECURITY AUTHORITIES: Suppliers must comply with applicable customs laws and regulations, including those relating to imports and the ban on transshipment of merchandise to the importing country.

TRADE RESTRICTION AND INTERNATIONAL SANCTIONS: Excellent Facets requires its suppliers to respect all applicable international trade restrictions and economic and trade sanction, taking into account any changes in these measures, as well as all applicable laws and regulations concerning exports and import controls.

MONEY LAUNDERING AND FINANCE OF TERRORISM: Suppliers must maintain financial accounts of all business transactions where required by applicable law and in accordance with national or international accounting standards. Suppliers shall not engage in any form of unethical practices like money laundering, or any business related to terrorist or armed activity.

LABOR STANDARDS AND SOCIAL RESPONSIBILITIES

HUMAN RIGHTS: Suppliers will always respect the fundamental human rights and the dignity of the individual, according to the United Nations Universal Declaration of Human Rights.

FAIR AND EQUAL TREATMENT: Suppliers shall not use corporal punishment, threats of violence or other forms of mental or physical coercion. Sexual harassment of workers will not be engaged in or permitted, and workers will not be discriminated against on grounds of race, religion, age, national origin, political opinion, membership in worker organizations, sexual orientation, gender, disability, or any other applicable prohibited grounds unrelated to the ability of the worker to perform his or her job.

PROHIBITION OF CHILD LABOR: Suppliers must not use child labor or shall not employ children less than 16 years of age. Suppliers shall obtain accurate documentation of the date of birth of each person employed in Supplier's Manufacturing Facilities and maintain such documentation in the facility for review and inspection.

PROHIBITION OF FORCED LABOR AND HUMAN TRAFFICKING: Excellent Facets does not tolerate any form of abusive or illegal labor in its supply chain such as forced labor or human trafficking. All forms of forced labor,



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slavery, servitude, or trafficking in human beings by Suppliers, as well as withholding identity papers or work permits or requiring workers to deposit a bond or the use of any other constraint, is strictly prohibited. All workers are entitled to accept or leave their employment freely. Suppliers must respect workers freedom of movement. Suppliers cannot require workers to work to repay a debt to them or to a third party.

PROHIBITION OF ILLEGAL, CLANDESTINE, AND UNDECLARED EMPLOYMENT: Suppliers are required to comply with all applicable regulations to prevent illegal, clandestine, and undeclared employment.

PROHIBITION OF HARASSMENT AND ABUSE: Suppliers are expected to treat their workers with respect and dignity. Suppliers must refrain and prohibit any behaviors and practices that cause any form of corporal punishment, physical, sexual, verbal, or psychological harassment or any other kind of abuse.

PROHIBITION OF DISCRIMINATION: Excellent Facets expects its Suppliers to treat all workers equally and fairly. Suppliers may not engage in any kind of discrimination – in particular with regards to wages, hiring, access to training, promotion, maternity protection, and dismissal – based on sex, race or ethnic origin, religion, age, disability, sexual orientation, political affiliation, union membership, nationality, gender identity, ancestry or social background.

JUVENILE WORKERS: Suppliers shall ensure any young workers (those between the minimum age of 16 years described above and 18 years old) are employed under well-defined circumstances, such as vocational training programs, that are not harmful to the health, safety or morals of young workers and that comply with applicable laws.

VOLUNTARY EMPLOYMENT: Workers in Supplier's Manufacturing Facilities shall be free to leave their employment without threat or coercion. Accordingly, Suppliers shall not employ forced, indentured, debt-bonded or convict labor, nor use any practice to coerce the continued employment of any person, such as the practice of requiring employees to pay recruitment commissions or the withholding of travel documents. All suppliers shall monitor relationships with recruitment agencies or contracted labor for risk of human trafficking and compliance with applicable anti-slavery laws.

FREEDOM OF ASSOCIATION: Where permitted by law, Suppliers shall recognize and respect the right of employees to freedom of association and collective bargaining. In all events, workers shall be free to express legitimate grievances and concerns to Supplier's management without fear of retribution or punishment.

HOURS OF WORK: Suppliers will follow all applicable law for the maximum work hours permissible as per the law. Further, the regular work schedule, excluding appropriately compensated overtime, shall not exceed 48 hours per six-day period, and total working hours including overtime, shall not exceed 60 hours in a given week or 12 hours in a given day.

COMPENSATION: Supplier's manufacturing facilities shall pay wages and overtime pay as required by applicable laws. However, if local standards for wages and overtime pay in the industry in which Supplier's Facility is engaged are higher than the legally required minimum, Supplier's manufacturing facilities shall meet or exceed such higher standard. Supplier's manufacturing facilities will provide their workers with understandable wage statements for each pay period, which statements will disclose days or hours worked, the wage or piece rate applicable, and the nature of any deductions taken from pay.

DISCIPLINE AND GRIEVANCE PROCEDURES: Suppliers will not use corporal punishment under any circumstances, and will ensure that Employees are not subjected to harsh or degrading treatment, sexual or physical harassment, mental, physical or verbal abuse, coercion or intimidation in any circumstances. Suppliers will clearly communicate the business' disciplinary process, and related standards on appropriate disciplinary procedures and Employee treatment, and apply these equally to all management and staff. Suppliers will provide clear grievance procedures



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and investigation processes and clearly explain these to all employees. Records of employee grievances raised, investigation processes and outcomes will be maintained.

ALERT LINE CONFIDENTIALITY: Excellent Facets Suppliers and stakeholders may access its dedicated Alert Line (available through excellentfacets.com/contact). Suppliers may report violations (or risks of violations) of any requirements, guidelines, principles, policies or applicable laws or regulations and any other serious matters or concerns to the Excellent Facets Alert Line. A Supplier's relationship with Excellent Facets will not be affected by a report of potential misconduct made in good faith. All reports submitted will remain anonymous unless the caller chooses to be identified, a person's vital interest is at stake or identification is required by law.

HEALTH AND SAFETY: Supplier's manufacturing facilities shall be safe and healthy places to work. Lighting, temperature control and ventilation shall be adequate for the safe performance of the work and the health and comfort of the employees. All machinery shall be equipped with guards and safety cut-offs to prevent injury. Fire exits shall be clearly marked and all passageways to such exits shall be kept clear of materials and equipment. Fire extinguishers shall be provided, tested and kept in working condition and evacuation drills shall be conducted on at least an annual basis. Hazardous materials shall be kept and used in properly ventilated facilities in safe and adequate storage containers and disposed of properly and all workers will be provided with safety data sheets concerning the safe and proper use of such hazardous materials and the proper treatment for exposure to or ingestion of such materials. Safe supplies of potable water shall be provided and all lavatory facilities shall be kept in a sanitary condition. Suppliers will provide employees with the necessary health and safety training and/or education and will secure adequate systems to detect and avoid potential threats. Appropriate procedures must be in place to prevent accidents and injury to health arising from, or linked to, the course of work-related activities and operations at a facility. Suppliers will establish emergency procedures and evacuation plans for all reasonably foreseeable emergencies. Suppliers will ensure that the procedures and plans are accessible or clearly displayed throughout their facilities.

SUBCONTRACTING AND HOME WORK: Supplier agrees that all work on goods to be delivered to Excellent Facets shall be performed in Supplier's Facility only.

HOST COMMUNITIES: Suppliers are encouraged to proactively engage with and support development in the communities where their operations and supply chains are located and to employ, procure and build within those communities.

SECURITY: Suppliers shall ensure the safety and security of all workers and visitors. Suppliers shall assess security risks and establish measures to prevent product or intellectual property theft, unauthorized access to or loss of employee or customer personal information, and loss, damage or substitution of product while on site, off site or in transit. Suppliers shall take steps to ensure that human rights are protected in all aspects of its security operations, including in interactions among security personnel, workers and visitors. Suppliers are encouraged to align with the Voluntary Principles on Security and Human Rights where applicable.

ADDITIONAL LABOR STANDARDS: Excellent Facets expressly prohibits Suppliers from utilizing convict labor and from engaging in discrimination based on marital status, parental status, veteran's status or any other discriminatory basis under applicable law. Excellent Facets requires Suppliers to take steps to ensure the safety and security of workers and visitors (in addition establishing measures to prevent loss, damage or theft of product and materials) and to ensure that human rights are protected in all aspects of its security operations (including in interactions among security personnel, workers and visitors). Where applicable, Suppliers are encouraged to align with the Voluntary Principles on Security and Human Rights in the conduct of security activities. With respect to overtime pay, Suppliers must pay at least 125% of the regular hourly compensation rate in accordance with ILO conventions if there is no legal minimum rate for overtime pay in an applicable concerned country.



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ENVIRONMENTAL COMPLIANCE AND PERFORMANCE

ENVIRONMENTAL PROTECTION: Suppliers shall comply with all relevant national environmental legislation. Suppliers shall maintain awareness of current environmental legislative requirements relevant to the environmental impacts of its activities, products and services, and ensure legal compliance through training, awareness, operational control and monitoring. Suppliers will, wherever appropriate, introduce management and operating systems to minimize the detrimental environmental impacts of its business practices.

HAZARDOUS SUBSTANCES: Suppliers will not manufacture, trade, and/or use chemicals and hazardous substances subject to international bans due to their high toxicity to living organisms, environmental persistence, potential for bioaccumulation, or potential for depletion of the ozone layer.

WASTE AND EMISSIONS: Suppliers will dispose of waste substances in compliance with applicable law. Where applicable law does not exist, prevailing international standards will be adopted. Suppliers will seek to decrease emissions to air, water and land relative to production output.

USE OF ENERGY AND NATURAL RESOURCES: Suppliers will seek to ensure the efficiency of their business operations in terms of consumption of natural resources including, but not limited to, water and energy. Where transportation of people, goods and materials is a significant business impact, Suppliers will seek to identify and implement practices that reduce use of fossil fuels and associated greenhouse gas emissions from transportation.

APPLICATION AND COMPLIANCE: Suppliers are responsible for ensuring that this Code of Conduct is understood and followed throughout their operations. Accordingly, Suppliers must share this Code of Conduct with all workers in their local language. Suppliers are also responsible for ensuring that any approved subcontractors involved in providing goods or services to Excellent Facets comply with this Code of Conduct. Suppliers are expected to self-monitor in line with this Code of Conduct. Suppliers must also permit Excellent Facets or its agents to audit or inspect their facilities to verify compliance. During such visits, which may be scheduled or unscheduled, all workers must be free to communicate outside the presence of management and without the threat of reprisal. Excellent Facets seeks to work collaboratively with its Suppliers towards continuous improvement in responsible business practices. However, we reserve the right to cancel outstanding purchase contracts, suspend future purchase contracts or terminate our relationship with a Supplier where circumstances demand.

SUPPLIER ACKNOWLEDGEMENT (REQUIRED TO BE SIGNED BY SUPPLIERS)

The party signing below hereby acknowledges receipt of the Excellent Facets Code of Conduct, and represents and warrants it shall comply with such code.

Legal name of the Supplier's company _____

Signature _____

Name _____

Date _____

Company's Stamp _____