

ESG Policy

BGFretail

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Independence of Non-executive Director Guidelines

The majority of BGF Retail directors is independent non-executive directors. In order to verify the independence of directors, BGF Retail complies with relevant laws including the Commercial Act and applies stricter requirements for independence and, pursuant to these stricter requirements, BGF Retail's Board of Directors and the Independent Director Nomination Committee check whether candidate for non-executive directors and incumbent non-executive directors meet the requirements for independence.

A non-executive director of the Company is independent by meeting all of the following criteria listed below:

- ① The Non-executive Director must not have been employed by the company in an executive capacity within the last five years. (Excluding Non-executive directors)
- ② The Non-executive Director must not be a family member of an individual who is, or during the past three years was employed by the company or by any subsidiary of the company as an executive officer.
- ③ The non-executive director must not be an employee or executive of a corporate body whose total volume of transaction with the company is 10% or more of the company's total amount of assets or total amount of sales for the last three business years or a corporate body that entered into a single transaction contract whose amount is 10% or more of the company's total amount of sales.
- ④ The non-executive director must not be an employee or executive of a corporate body that entered into an important advisory contract or a technical collaboration contract.
- ⑤ The non-executive director must have no personal business relationship with the company or the management.
- ⑥ The Non-executive Director must not be a partner or employee of the company's outside auditor during the past three years.
- ⑦ The Non-executive Director must not have any other conflict of interest on the agenda determined by the board.

In addition to the above requirements, the Board of Directors will make comprehensive consideration to determine the independence of a non-executive director, including the circumstances at home and abroad, as well as the status of non-executive directors and the company.

Board Diversity Guidelines

BGF Retail recognizes and embraces the benefits of having a diverse Board to make important decisions based on a wider perspective with better consideration of the interests of its shareholders, customers and other stakeholders.

- **Diversity**

- Nationality : Candidates of various nationality, reflecting the Company's international operations
- Gender : Candidates of different genders, reflecting the principle of gender equality, to operate the Board based on diversified perspectives
- Age : Candidates of harmonized age, in order to flexibly respond to changes in the management environment and to enhance the efficiency of the board
- Experience and background : Considering the characteristics of Korean society, but avoiding being biased towards a specific origin
- Others : Candidates will not be discriminated by other diversity factors, including but not limited to race, religion, ethnicity, nationality.

- **Recommendation**

- Employing an open approach when recommending independent directors, in order to enhance the interests of various stakeholders

BGF Retail will check whether the composition of the Board of Directors reflects the above diversity requirements properly and will continue to make every effort to ensure that the Board of Directors will be more effective by adding various perspectives and experiences.

Code of Business Ethics

CHAPTER 1 GENERAL PROVISIONS

Article 1(Purpose)

In order for all stakeholders of BGF Retail Co., Ltd. (hereinafter referred to as the “Company”) to be satisfied and proud, the purpose of this Ethics is to set the basic principles of proper thinking and behavior that the company's executives and employees must follow based on the management philosophy and sound organizational culture of the company that seeks to grow into a company that realizes value for customers and contributes to social development.

Article 2(Scope of Application)

The Code of Business Ethics applies to the Company, including subsidiaries, Executives and employees who work for organizations covered under the scope of this Code of Business Ethics should comply with local laws and perform their duties in accordance with the Code of Business Ethics. Moreover, all stakeholders holding contractual relationships with the Company should respect the content and spirit of this Code of Business Ethics.

CHAPTER 2 Responsibilities and Obligations to Customers

Article 3(Respect for customers)

The Company listens to customers' legitimate requests and reasonable suggestions and strive to come up with solutions.

Article 4(Protection for customers)

The Company protects customer information and complies with laws and regulations related to information protection.

Article 5(Satisfaction for customers)

The Company strives to provide products and services that meet the needs and expectations of customers in a timely manner, and cooperate in providing information needed by customers, unless they are considered the company's trade secrets.

CHAPTER 3 Responsibilities and Obligations to Partner Companies

Article 6(Equal Opportunities)

- ① The Company shall provide its qualified partner vendors with equal opportunities to supply their goods and services to the Company. In addition, the company does not engage in acts that impede fair competition between companies.
- ② The Company shall register and select all applicants in a systematic manner, following a fair and objective evaluation process.

Article 7(Prohibition of unethical conduct)

- ① Company must not disrupt fair competition by misusing their superior position or forcing unfair practices on our partners, and must comply with the following subparagraphs.
 - 1. If relevant, the Company shall ensure the partner vendor is notified of suspension of transaction with legitimate cause.
 - 2. In no case may the Company unfairly and unilaterally suspend transaction with any partner vendor for the fairness' sake.
- ② The Company does not engage in actions that unfairly pass on costs to partners.
- ③ The Company does not inform partners of anniversaries or congratulations and condolences of executives or employees in an official or indirect way.
- ④ The Company does not force or arrange rebates from partners, or accept money or valuables through them.
- ⑤ The Company does not unreasonably delay work relevant to partners or solicit personnel requests from them.
- ⑥ In no case may any officer or employee of the Company receive gift and valuables of any value upon, without limitation, any public holiday, celebration or business trip.
- ⑦ The Company explains that if a partner provides money or other valuables, they may be subject to penalties with regard to business and must immediately reject or

return it.

Article 8(Mutual-development)

- ① The Company recognises our partner as strategic partner for promoting business based on mutual trust.
- ② The Company pursues mutual development through legal support so that our partner can develop a competitive edge.
- ③ The Company pursue mutual efforts and cooperate with our business partners in promoting a healthy business environment and maintaining fair business processes.

CHAPTER 4 Fundamental Ethics

Article 9(Fundamental Ethics)

- ① All BGF Retail employees and executives will uphold the rights values and fulfill the given mission through continuous self-development and fair job performance.
- ② All BGF Retail employees and executives will take pride, build self-esteem, and maintain an honest and fair attitude.
- ③ All BGF Retail employees and executives will strive to maintain the dignity of themselves and the honor of the company at all times.
- ④ When executives and employees witness or become aware of a violation of ethical management, They must report it to the department in charge of ethical management.

Article 10 (Performing Missions in line with Corporate Value Chain)

- ① Executives and employees of the Company shall understand the corporate objectives and values, and perform the entrusted missions with sincerity.
- ② Executives and employees of the Company shall recognize and stay within the entrusted rights and responsibilities in making any decisions and conducting any behaviors.
- ③ Executives and employees of the Company shall be able to predict and manage any potential risks, and stay responsible for any problems arising from such decisions and behaviors.
- ④ Executives and employees of the Company shall improve work efficiency through active co-operation and efficient communication between colleagues and related

department.

- ⑤ Executives and employees of the Company shall protect and preserve company property and maintain confidentiality on information gained during employment.

Article 11(Self-development)

All BGF Retail employees and executives will independently make and implement self-development plans to upgrade qualification and improve skills.

Article 12(Fairness in Businesses)

- ① Executives and employees of the Company shall conduct businesses fairly, and get as transparent and reasonable as possible in handling any businesses that are not or vaguely covered by the internal rules and regulations.
- ② In no case shall employees and officers of the Company receive any monetary benefit from any interested person who may affect fairness of business.
- ③ In no case may an employee direct its junior colleagues to conduct any unethical deeds not in compliance with the internal rules and regulations. An employee or officer of the Company shall have a right to deny any such order.
- ④ In no case shall employees and officers of the Company conduct any unethical, illegal deeds that are not socially accepted.
- ⑤ Employees and executives shall not lend or borrow money each other, or act as surety for each other.
- ⑥ Employees and executives shall not make improper solicitations to stakeholders or provide economic benefits such as money and valuables outside the laws and social norms..
- ⑦ If it is judged that a behavior conducted by a person who performs company-related duties violates or is likely to violate anti-corruption laws or company regulations, it shall be reported in accordance with internal procedures.

Article 13(Mutual Respect)

- ① Employees and executives of the Company shall behave with decency and not slander others or engage in indecent behaviors and comments.
- ② Employees and executives of the Company do not form factions or private groups that can cause discomfort in the organization.
- ③ Employees and executives shall complete the sexual harassment prevention training in the workplace
- ④ Employees and executives shall not engage in sexual invitation, words or actions that

cause sexual humiliation, or unnecessary physical contact.

- ⑤ Employees and executives shall not access pornographic sites in the workplace and shall not show others or watch pornography through a variety of publications, videos, or mail or using electrical/electronic devices.

Article 14(Information Protection)

Employees and executives protect and manage company information and trade secrets, and comply with the company's security standards.

Article 15(Conflicts of Interest)

- ① Employees and executives shall not cause or participate in a conflict of interest in relation to the company's legitimate business attempt.
- ② When avoidance of conflicts of interest between the company and individuals is unavoidable, executives and/or employees must prioritize the interests of the company and customers to act within the legal scope.

Article 16(Money Laundering and Insider Trading)

- ① Employees and executives shall not engage in activities related to money laundering by stakeholders.
- ② Executives and employees shall not divulge confidentiality, knowledge, or information learned during the performance of their duties or use them for personal gain.

CHAPTER 5 Corporate Responsibilities for Employees

Article 17(Respecting Humanity)

- ① The Company shall treat each employee with warmth and trust and values every individual's dignity.
- ② The Company shall make every effort to help employees feel pride and personal fulfillment by giving them a sense of ownership in their jobs.
- ③ The Company shall ban any and all activities, online and offline, that may insult or damage human dignity, such as verbal abuse, sexual harassment, mental or physical coercion, corporal punishment, ostracization, and threats.

Article 18(Fair Treatment)

- ① The Company shall offer equal opportunities to all its employees based on their abilities and talents.
- ② The Company shall evaluate the abilities and performance of its employees using fair means and rewards them accordingly.
- ③ The company shall not make any discrimination of employment, promotion, rewards, and training opportunity based on employees' race, nationality, gender, education, religion, culture, disabled, marriage, property, political bias.

Article 19(Talent Training)

- ① The company shall have in place, and actively utilize and support the necessary institutions that systematically manage human resources to develop recruits into autonomous and creative human assets.
- ② From the point of view of talent training, the supervisor shall give all necessary advice and guidance in consideration of the subordinate's aptitude and talent.

Article 20(Creating conditions for job performance)

- ① The Company strives to provide a work environment that is legal and where our employees' work and life are harmoniously balanced.
- ② The company conducts compulsory education to prevent sexual harassment in the workplace.
- ③ The Company shall comply with the labor laws of the countries where we have business operations, and ban child labor and forced labor in workplace.
- ④ The company shall commit to taking all measures necessary to ensure the safety and well-being of our executives and employees, and to maintain working environments safe from occupational accidents, injuries, disasters, disease and contagion.

CHAPTER 6 Responsibilities to the Nation and Society

Article 21(Sound corporate activities)

- ① The company shall respect social values by undertaking practical and healthy business activities. while complying with all laws and regulations relevant to corporate activities.
- ② The Company rejects all irregularities that hinder sound corporate activities and prepare institutional systems such as notifying and reporting for internal control.

- ③ The company shall strive to provide long-term benefits to shareholders through rational investment and efficient management.
- ④ The company shall respect the rights, opinions and reasonable requests of shareholders.
- ⑤ The company shall strive to make stable profits and increase the market value of the company with robust business operations.

Article 22(Contribution to national and social development)

- ① The Company contributes to national development through continuous job creation.
- ② The Company contributes to national development through dutiful reporting and payment of tax, and social development through cultural and welfare projects.
- ③ The Company respects individual political rights and political will but does not engage in politics or allow any political activities within the company.
- ④ The Company does not use the company's funds, personnel, facilities, etc. for political purposes and does not provide money or valuables such as illegal donations.

Article 23(Protecting Environment)

- ① The Company shall render its best to prevent environmental pollution and protect and preserve environment.
- ② The Company shall stay in compliance with the governing rules and regulations related to environmental protection.
- ③ The Company takes the lead in the efficient use of resources, such as recycling of resources.
- ④ The Company does not engage in corporate activities that violate environmental protection and strive to become an environment-friendly company.

Supplementary Rules

Supplementary Rules(1 November 2017)

This Code of Ethics became effective starting November 1, 2017.

Supplementary Rules(Amended by 1 March 2018)

This Code of Ethics became effective starting March 1 2018.

Supplementary Rules(Amended by 7 July, 2022)

This Code of Ethics became effective starting July 7 2022.

Anti-Corruption/Bribery Policy

CHAPTER 1 GENERAL PROVISIONS

Article 1(Purpose)

This Policy aims to prevent corruption and bribery, which are economic crimes that damage the tangible and intangible assets of BGF Retail(hereafter referred to as “the company”), and deter fair fulfillment of duties by the Company employees; and to ensure that the Company employees actively put ethical value standards into practice.

Article 2(scope of application)

This policy applies to all employees and business partners of BGF Retail and its subsidiaries. The content includes the Bribe by Breach of Trust, Business Breach, Prohibition of Illegal Solicitation and Accepting Bribery Act and other local anti-corruption laws and if the policy conflicts with the laws of the relevant country, the local laws will prevail. However, this policy may be revised and used to reflect the laws and industry characteristics required in the relevant country.

Article 3(Way of operation)

The company establishes a reporting system that can be accessed by employees and stakeholders, monitors corruption and bribery risks at all times, and establishes a system to conduct due diligence when necessary. In the event of a violation of this policy, the company will immediately take necessary actions according to the company rules, and disclose the relevant information in an appropriate manner to prevent recurrence of the violation.

CHAPTER 2 Implementation Guidelines

Article 4(Bribery)

One should not receive, offer, or promise to offer any kinds of monetary, non-monetary, illegal, or unethical gains or bribery from/to stakeholders. Bribery refers to all forms of gains given or received to achieve monetary or non-monetary goals and includes money, services, entertainment, gifts, donations, support funds, preferential

measures, and conveniences.

Article 5(Improper Solicitation)

Improper solicitation between Company employees or between Company employees and stakeholders are prohibited. One should not make unreasonable requests to or get paid from stakeholders using his/her superior or dominant position. There should be no good offices or requests to make stakeholders have unfair transactions with the Company or its partners.

Article 6(Payments to governments or government employees)

In the case of providing civil servants with meal, accommodation, and transportation allowances concerning signing a contract for, promoting, or marketing products or services, regulations in and outside of Korea, including the Improper Solicitation and Graft Act of Korea, should be followed when dealing with government or public institutions.

Article 7(Donations and Sponsorships)

Charity donations and sponsorships should be fairly provided in accordance with internal criteria and procedures. Donations and sponsorships for political purposes are prohibited.

Code of Conduct for Supply Chain

CHAPTER 1 GENERAL PROVISIONS

Article 1(Purpose)

This Supplier Code of Conduct aims at BGF Retail(hereafter referred to as “the company”)’s suppliers complying with the rules and regulations applicable to corporate management, as well as adopting the best practices concerning ethics, the environment, labor/human rights, safety/health, and management systems to establish a sustainable supply chain. The company expects suppliers to not only grow into a company that is more respected by society by complying with this code of conduct, but also provide an opportunity for mutual growth.

Article 2(Scope of application)

All suppliers that provide goods and services to the Company, or enter into a contract for any other transactions, should comply with the Supplier Code of Conduct. They may recommend that subcontractors, trading partners, comply with the provisions of this Code of Conduct.

Article 3(Suppliers’ Roles and Responsibilities)

① In management decision-making and operational business processes, all suppliers of the Company should consider the provisions of this Supplier Code of Conduct. Company, and third party entities commissioned by the Company, may verify and inspect, within the scope permitted by the law, whether suppliers are complying with the provisions of the Supplier Code of Conduct.

② Based on inspection and investigation outcomes, Company may recommend that suppliers respond to any identified risks, and if so, suppliers will establish plans and implement countermeasures to mitigate these risks.

CHAPTER 2 Implementation Guidelines

Article 4(Respect for Human Rights)

- ① Suppliers shall protect and respect the basic human rights of all staff in the workplace, and strive to improve working conditions in this regard.
- ② Suppliers comply with relevant laws and systems to pay wages and observe working hours.
- ③ All labor activities of partners must be based on the voluntary will of the staff, and must not receive goods or services from a supplier involved in forced labour, etc.
- ④ Suppliers should ban any and all forms of child labor in principle. Also, Suppliers should not receive goods and services from businesses that are engaged in child labor or that violate applicable laws, and should take necessary action if such violations are confirmed.
- ⑤ Suppliers shall protect the privacy of staff, including personal information, and avoid treatment that may harm their personal dignity and shall endeavor to prevent human rights violations of staff by arranging and operating relevant procedures or systems to resolve factors of human rights violations
- ⑥ Suppliers shall give staff equal opportunities and do not unfairly discriminate against staff based on gender, race, nationality, age, etc. in employment, promotion, and educational opportunities.

Article 5(Health and Safety)

- ① Suppliers recognise that a safe and healthy working environment can maintain and improve the safety and health of staff, which improves the quality of partners' products and services and enables continuous production.
- ② Suppliers provide staff with appropriate personal protective equipment, establish safe work procedures, and provide continuous safety education to staff in order to remove risk factors that may threaten the safety of staff.
- ③ Suppliers prepare systems and procedures to prevent and manage industrial accidents and diseases.
- ④ Suppliers shall provide staff with a sanitary working environment and additional facilities, and strive to continuously improve working conditions so that the excessive fatigue and stress does not damage the health of staff.

Article 6(Environment)

- ① Suppliers recognize their responsibility to the environment and strive to minimize negative impacts on local communities and the environment.
- ② Suppliers should comply with the environmental laws and regulations of the countries where they maintain business operations and obtain all environmental permits

and licenses necessary to maintain these operations.

③ Suppliers endeavor to reduce or eliminate all types of waste through changes in process, substitute for raw material, and material recycling and reuse.

④ Suppliers identify pollutants such as greenhouse gases and chemicals that may be harmful to the human body or cause environmental pollution, and endeavor to handle and manage them safely.

Article 7(Business Ethics)

① Suppliers recognize the importance of business ethics for sustainable growth, prepare standards for ethical decision-making and judgment with which partners manage and supervise employees to comply.

② Suppliers comply with fair trade laws and manage and supervise their employees to conduct business honestly and transparently without engaging in unfair trade practices or acts that damage fair market order.

③ Suppliers establish policies and standards for anti-bribery and anti-corruption, and manage and supervise employees so that they comply with them.

④ Suppliers shall protect personal information including customers in accordance with relevant laws and regulations, and take technical and physical measures for this purpose.

⑤ Suppliers aim for a win-win relationship of mutual respect with their business partners and respect intellectual property rights, and do not force unfair actions by using their superior position.

⑥ Suppliers recognise their responsibility to contribute to the local community, the basis of their corporate activities, and actively participate in contribution activities for the local community.

Tax Policy

BGF Retail (hereinafter referred to as “the company”) recognises that tax compliance and tax risk management are important factors for contributing to national finance, securing customer profits and maximising shareholder profits. The company abides by the following principles and strictly complies with laws and systems.

- **Compliance with Tax Laws and International Standards**

Company complies with the relevant tax laws to ensure that all transactions occurring at home and abroad are conducted in accordance with the laws and regulations of the relevant tax authorities, and strives to maintain a constructive and cooperative relationship with the tax authorities.

- **Transparent and responsible tax management**

The Company shall operate our business with integrity and pay our tax obligations in accordance with clear internal guidelines, responding to any regulatory requirements in a responsible and transparent manner.

- **Reducing tax risks**

The Company shall commit to minimizing tax risk by proactively considering tax issues prior to making key management decisions, such as strengthening business competitiveness and global investments.

- **Prohibition of Tax Structures Having No Commercial Substance**

The Company does not engage in inessential transactions to avoid tax obligations, and only transactions in which real profits have been made are reflected in the tax structure.

- **Establishment of the Standards for International Transactions**

The Company does not utilise tax havens that reduce tax burdens by exploiting differences in tax laws between countries.

Health and Nutrition Policy

BGF Retail(hereinafter referred to as “the Company”) strives to provide safe and healthy products to ensure customers lead a healthier and more sustainable life.

- **Compliance**

The Company manufactures and distributes its products in compliance with applicable laws and regulations.

- **Research and development on healthy diet**

The Company manufactures and distributes its products in compliance with applicable laws and regulations.

- **Sustainable use of raw materials**

The Company strives to expand the use of sustainable raw materials such as plant-based raw materials, animal welfare-certified livestock products, and raw materials whose production history has been managed such as GAP.

- **Operation on transparent labelling**

Company provides easy-to-understand information on raw materials and additives so that consumers can be aware of ingredients and nutrients that can cause allergic reactions in products. This helps customers with specific diets and preferences find the right product quickly and easily.

- **Operating strictly quality control system**

The Company shall adhere to strict manufacturing hygiene standards and strict temperature management standards throughout our entire production process, from manufacturing to distribution.

Environmental Management Policy

1, Environmental Management Policy

Based on the corporate philosophy, BGF Retail will contribute to the realization of a sustainable society by providing products and services that contribute to the global environment and utilising all management resources as much as possible.

1. We will comply with the laws and regulations and establish and operate environmental health and safety regulations to lead domestic and foreign industries.
2. We will pursue continuous innovations in the whole process of our production, to provide eco-friendly products and services.
3. We will actively strive to improve the environment of the local community based on our social responsibility as a corporate citizen.
4. We will disclose information transparently and sincerely communicate with our stakeholders.
5. To comply with this policy, we will make the environment a top priority in all of our business activities.

2. Scope of Application

Employees of BGF Retail and subsidiaries will run their business in accordance with this environmental policy. In addition, when dealing with vendors, contractors, joint ventures, outsourcing partners and other suppliers and sales/service companies, BGF Retail employees will recommend they comply with this environment management policy.

3. Implementation of Environmental Management Policy

BGF Retail practices environmental management at all business sites and reinforces environmental management system monitoring through regular self-inspection and third-party verification. In addition, we disclose the level of our environmental management activities to the outside world through sustainability reports and domestic and overseas ESG evaluations, and strive to reflect the needs of stakeholders and strengthen communication.

① Environmental management of production activities and workplaces

Establishes and manages process procedures such as environmental management target management, education, document management, and internal audit according to ISO14001 to minimize environmental pollution that occurs during operation of production facilities and to efficiently manage the environment at all business sites.

② Selection of business partners

When selecting a new supplier, contract, or service provider, the environmental impact is minimized by evaluating the level of ESG management.

③ Product and service development

Recognizing the risks and opportunity factors that various environmental issues related to plastics and disposable products have on BGF Retail's business, establish eco-friendly product design and development policies, and strive to implement them in the entire process, including product development, distribution, and disposal.

④ distribution

Establish and manage standards to establish an optimal logistics location and to remove environmental pollution that may occur during product delivery.

⑤ waste management

BGF Retail prevent environmental pollution by treating and monitoring waste in compliance with laws and regulations.

⑥ due diligence

Prior to mergers and acquisitions, the company conducts due diligence to identify environmental risks and respond in advance.

Sustainable Packaging Policy

For a sustainable environment, BGF retail establishes policies to enhance eco-friendly packaging design, material change, and ease of recycling, and according to these principles, expands the use of eco-friendly packaging materials and reduces waste, hence contributes to the activation of a virtuous cycle of resources.

1. Redesign of Packaging Materials

In order to minimize the use of packaging materials and to prevent over packaging, we develop a packaging that minimizes the use of packaging materials from the design stage. Additionally we use frameworks and materials that are able to reduce the amount of packaging materials while ensuring the quality.

2. Use of Renewable Materials

The various packaging components are made of the same materials in order to make recycling easy. We use the recyclable materials or recycled materials to use again after using the packaging products to realize Circular Economy.

3. Use of nature-based eco-friendly raw materials

To minimize the environmental impact of packaging waste such as plastic, we use eco-friendly raw materials that are biodegraded by microorganisms in the ground when the packaging material is buried to minimize the environmental impact of packaging waste. In addition, we prefer to use packaging materials of which materials, manufacturing methods, designs, and functions have been eco-friendliness certified, and recommend environment certification to the suppliers that manufacture them.

Human Rights Policy

1. Introduction

BGF Retail respects human dignity and the right to pursue happiness for all stakeholders, including executives and employees, customers, franchisees, and business partners.

① Purpose of Establishing the Human Rights Policy

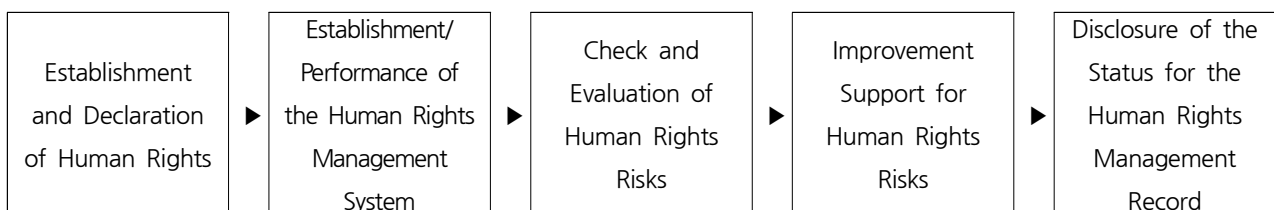
In order to proactively support human rights, prevent human rights violations, BGF Retail hereby proclaims the Charter for Human Rights. For human rights management, BGF Retail is committed to complying with a wide range of recognized international standards and guidelines related to human rights and labor, such as core parts of Universal Declaration of Human Rights, UN Guiding Principles on Business and Human Rights and International Labor Organization, key agreements, and OECD Due Diligence Guidance for responsible Business Conduct, among others.

② Scope of Application

This policy applies to employees of BGF Retail and its subsidiaries, and shall comply with labour and human rights laws and this Human Rights Policy in all regions where it operates. Furthermore, we recommend that all stakeholders in the business relationship, including supply chains, respect this Charter for Human Rights.

③ Human Rights Risk Management System

BGF Retail implements Human Rights Management in accordance with this Human Rights Policy, inspects and improves if there are any potential human rights risks in its overall business activities, and discloses the results.



2. Basic Principle

① Prohibition of Discrimination

BGF Retail does not discriminate against anyone in the aspect of employment, promotion, education, wage, welfare, etc. on the ground of nationality, gender, religion, age, and political opinion for all employees and it builds the organizational culture that respects the diversity of employees.

② Compliance with Working Conditions

BGF Retail complies with the legal working hours for each country where it engages in business and provides a work environment appropriate for the performance of duties and opportunity of education for developing the competency of and improving the quality of life for all employees.

③ Humane Treatment

BGF Retail respects the privacy of employees, fully protects personal information, and must make their best endeavors to protect the personal information collected from management activities.

④ Prohibition of Forced Labor and Child Labor

BGF Retail does not coerce any work against the free will and prohibit child labor in principle.

⑤ Guarantee of the Freedom of Association and Collective Bargaining

BGF Retail respects the labor relations laws and provides sufficient opportunity for communication with all employees.

⑥ Guarantee of Industrial Safety

We create a working environment where our executives and employees can work in a safe and healthy working environment, inspect them regularly and continuous efforts are made to prevent safety accidents such as prevention of physical and mental risk.

⑦ Prohibition of Harassment

Inflicting physical or mental pain or worsening the working environment beyond the proper scope for work by using one's position at work is prohibited. This includes sexual harassment, which causes to feel sexual humiliation or repulsion with sexual words or behaviors, and non-sexual harassment such as mobbing, bullying, and threats.

⑧ fair compensation

We conduct fair evaluation and compensation according to performance, and provide fair opportunities for self-development based on competency.

Prohibition of Workplace Sexual Harassment, Non-Sexual Harassment Policy

1. Prohibition of Workplace Sexual Harassment, Non-Sexual Harassment and Discrimination

① Prohibition of sexual harassment

You must not make other workers feel sexually humiliated or disgusted by sexual words or actions by taking advantage of your position in the workplace or in connection with work, or take any action such as giving disadvantages in working conditions or employment for not complying with sexual words or other demands.

② Prohibition of non-sexual harassment

You must not engage in acts that inflict physical or emotional pain on others or worsen the work environment by continuously and repeatedly engaging in unfair words and actions beyond the appropriate scope of work by taking advantage of your superiority in position or relationship in the workplace.

③ Prohibition of discrimination

No one must be treated unfairly in the workplace based on their nationality, regionalism, blood relation, gender, religion, age, disability, marriage, or political opinion.

2. Procedure

① complaint

When an incident of sexual harassment and/or non-sexual harassment at work was revealed, anyone can file a complaint, which follows appropriate actions such as an investigation request.

② Procedure of measures

Receiving complaints → Counseling and investigation → initial measure → Personnel measures and disciplinary action → Follow-up measures to prevent recurrence

③ investigation and disciplinary

If the allegations of a sexual harassment or sexual and/or non-sexual harassment case are found to be true, a thorough investigation will be conducted to ensure necessary measures including disciplinary action against the alleged harasser, change of the place of work, etc is taken.

④ Protection of the complainant (victim)

No informant or victim of workplace sexual harassment and/or non-sexual harassment will be subject to any HR-related disadvantage. If requested by the victim, a suitable measure such as a change of workplace and paid leave order will be taken.

3. Confidentiality

Employees who are involved in the investigation process of sexual harassment, non-sexual harassment, and/or discrimination in the workplace should not leak any confidential information revealed during the course of an investigation, etc.

4. Measures to Prevent Recurrence

To avoid the recurrence of incidents of sexual harassment, non-sexual harassment, and/or discrimination in the workplace, the company may have a harasser to take counseling or receive relevant training, etc.

5. Prevention training

The Company provides prevention training on workplace sexual harassment and/or non-sexual harassment at least once a year.

Privacy Policy

BGF Retail, Co. Ltd., BGF retail (hereinafter “the Company”) has established, and is in compliance with, the Company’s privacy policy for the purpose of actively protecting users’ personal information and complying with all personal information-related laws and regulations. This Privacy Policy is published on the Company’s website and is easily accessible at any time.

This Privacy Policy may be amended in accordance with changes in the relevant laws, government policy changes, and internal operating policies of the company.

When the Company amends this Privacy Policy, you will be notified through notices on the company websites as follows

- BGF : www.bgf.co.kr
- BGF Retail /www.bgfretail.com
- CU Brand/cu.bgfretail.com
- CU Application Web/www.pocketcu.co.kr
- Owners’ Plaza/owner.bgfretail.com
- CU Mall/mall.bgfretail.com,
- CU Video/pr.bgfretail.com,
- Open bidding : bid.bgfretail.com

Therefore, users are requested to check this from time to time when visiting the website.

제 1장 총칙 CHAPTER 1 GENERAL PROVISIONS

제 1조 (purpose, etc.)

① The purpose of the Privacy Policy (hereinafter referred to as 'this policy') is to comply with the rights and obligations set forth in the laws, such as the safe protection of personal information and the guarantee of customers' rights in accordance with Article 30 of the Personal Information Protection Act and Article 31 of the Concurrent Enforcement Decree.

② The Company complies with laws and regulations to protect customers' valuable personal information, and the purpose of this policy is to inform you of the purpose and

how the personal information provided by customers through this policy is used and processed and what measures are being taken to protect personal information.

③ The Company ensures that this policy is shown on the first webpage of its website so that customers can easily view it at any time.

④ When amending this policy, the Company ensures that it is easy that customers recognize the new information that has been revised in a reasonable way.

Article 2 (Definition)

The terms used in this policy have the following meanings.

① “Personal information” means information about an individual who is alive that falls under any of the following items:

①a Information that can identify an individual through name, national ID number, and video

①b Information that can be easily combined with other information, even if that information alone cannot identify a specific individual. In this case, whether it can be easily combined should be reasonably considered in consideration of the time, cost, technology, etc. required to identify an individual, such as the availability of other information

①c Information that cannot identify a specific individual without the use or combination of additional information to restore the original state by pseudonymizing items ①a or ①b

② 'Personal information processing' means collecting, creating, recording, storing, retaining, processing, editing, searching, printing, correcting, restoring, using, providing, disclosing, destroying of personal information and other similar acts.

③ “Personal information protection manager” refers to a person who is responsible for the processing of personal information by the personal information controller or who ultimately decides on the processing of personal information and falls under the status under Article 31 of the Act.

④ “Personal information handler” refers to a person who is responsible for processing personal information under the direction and supervision of the personal information controller, who is directly in charge of personal information, and everyone who accesses and processes personal information according to business necessity.

CHAPTER 2 Items of personal information and its collection methods

Article 3(Items)

The items of personal information collected by the Company are shown in the table below.

Channel	Collections in common	Additional collections by channel	Purpose	Period of retention and use (See Chapter 6 for details)
Internet website		-Necessary information to be collected: Name, date of birth, mobile, e-mail, identification number for verification (CI/DI)	Signing up and managing customers	-Request by customers -Achieve the purpose of use Immediate destruction in case of withdrawal of membership, etc.
Membership	-Name -Mobile	-Necessary information to be collected: Name, date of birth, mobile, membership card number, e-mail -SNS login(Facebook, KakaoTalk, Apple login): verification key code	Signing up and managing customers -Communication for identification, notice and guidance based on membership service -Provision of new service products or event information and secure delivery of DM, rewards and shopping items - provision of login through SNS account	-Same as above
Necessary information for execution of contract such as prospective franchise or franchisee contract or other contract		※ National ID number: It only applies to cases where there is a reason for permission under Article 24-2 of the Personal Information Protection Act (Eg. When withholding tax is required under the Income Tax Act - Those wishing to become franchisee are excluded, and in the case of franchisees, they are processed according to the Income Tax Act and immediately destroyed when the purpose is achieved.)	-Provision of start-up of convenience store information -Credit rating, legal name verification -Intensive management and utilization of credit information -Whether to conclude/implement and maintain the franchise contract -Buying insurance for damage compensation for franchise business	-Same as above but, destructed in consideration of the retention period and extinction prescription by laws such as the Franchise Business Act (3 years), the Civil Law (10 years) and the Commercial Law (5 years).
Recruitment	(necessary) name, gender, date of birth, mobile, password, nationality, email, desired field/workplace, address, landline, disability, Patriots and		Human resource recruitment process and step-by-step guidance,	-Recruitment period -Year-round recruitment of experienced employees,

Channel	Collections in common	Additional collections by channel	Purpose	Period of retention and use (See Chapter 6 for details)
	Veterans, hobby, talent, military service, academic background, grades, cover letter (optional) parents' address, school activities, leave of absence at school, certification, career, social activities, family, education (training)		determination of suitability for recruitment, and use as base data for each process	retention period of 1 year after final submission
Ordering Pocket CU	(necessary) member ID, name, contact, order information	(optional) delivery address, name/address of orderer, review, personal location	Processing and management of order history of delivery/pickup product	5 years after delivery/payment ※ based on the relevant law
		(optional) identification on mobile, name, date of birth, gender, telecom, mobile, local/foreigner	Use of identification check and adult verification when purchasing alcoholic beverages at CU bar	
		(Optional) Account holder name, bank name, account number	Used for the cancellation/refund of delivery/pickup, CU bar, pre-order, home delivery	
		(optional) Recipient Information (Name/Contact)	Processing and management of order history of pre-order, gift	
		(optional) Recipient Information (Name/Contact)	Processing and management of order history of home delivery	
			Processing and management of order history of CU con, subscription coupon	
		(optional) Delivery information(contacts, name, delivery address and product information of the sender and sendee)	Processing and management of order history of reservation payment for delivery	
Paid membership	(necessary) order information, member ID		Storage of information for payment for paid membership and regular payment	5 years after payment ※ based on the relevant law
Affiliate registration	(necessary) name, mobile, email		To provide affiliate-limited	①Provision of functions of deletion/modification/additi

Channel	Collections in common	Additional collections by channel	Purpose	Period of retention and use (See Chapter 6 for details)
(personal information of representative)			membership benefits	on for affiliate representative ②If not using affiliate services: after registration, if the affiliate event is not linked or after 1 year of non-authentication, the data is deleted after an email or text has been sent to the representative 1 month before deletion
Affiliate registration (personal information of staff)	(necessary)name, employee number or random code (optional) department		To provide affiliate-limited membership benefits	①Provision of functions of deletion/modification/addition for affiliate representative ②If not using affiliate services: after registration, if the affiliate event is not linked or after 1 year of non-authentication, the data is deleted after an email or text has been sent to the representative 1 month before deletion
Membership APP store location information service	- location information on member's device		Provides location of nearby stores based on the location information of the customer's device	- destroyed immediately after use when requested
Smart unmanned store	1. biometric information - biometric information (or bioinformation) is information about physical or behavioral characteristics that identify an individual by using the face, including unprocessed original information and characteristic information generated by extracting from it		Personal identification and management of unmanned store access	- destroyed immediately after use when requested
Electronic bidding system	1. general identification information -company name, address (site of business/factory) -business registration number, corporation number -company name, representative, incorporation date, email -phone number(landline/mobile) -type of business, business conditions 2. credit transaction status		Purpose of bidding, evaluation/selection of contractor and contract (fulfillment) - purpose of the company's credit judgement and contract fulfillment	1. Electronic bidding site member - until withdrawal of membership 2. conclusion of a contract through bidding - Data held on the basis of the Commercial Act, etc: 5 years from the date of termination of receivables and debts

Channel	Collections in common	Additional collections by channel	Purpose	Period of retention and use (See Chapter 6 for details)
		-assets, debt, capital, sales, net income from company transactions, current ratio, debt ratio, net income ratio -credit report		
Information of legal representative if under the age of 14	Name, date of birth, mobile, gender Period of collection : when verifying yourself		Confirmation of consent of legal representative when collecting personal information of children under the age of 14, verification of identity when exercising legal representative rights	Not restored

Article 4 (Collection methods)

① The company collects personal information through the legal consent process as follows.

- Ⓐ Collection of information on the web, such as signing up on the website
- Ⓑ Collection for the fulfillment of rights and obligations in various contracts such as franchise contracts
- Ⓒ Collection through the customer complaint center, such as the minimum wire and web for handling customer complaint
- Ⓓ Joining a company and its procedures, collection through the procedure of recruitment for the company organization, and collection in accordance with the procedures set forth for the company organization operation
- Ⓔ Collection of registration of membership cards, provided by CU convenience stores, on the website, ATM, and on-site
- Ⓕ Collection through membership signing up in affiliate channels (affiliate card, affiliate mobile wallet, etc)
- Ⓖ Collection through facial registration kiosk among customers in smart unmanned stores

② The Company prepares a procedure for clicking the「Consent」or「Do not consent」with regard to the terms and conditions. If you click the「Consent, you will be deemed to have

consented to collection of personal information.

③ You have the right to refuse to consent to the options when signing up as a member, and if you refuse, your benefits such as ordering, delivery, and marketing may be partially limited.

CHAPTER 3 Purpose of collection and use of personal information

The company collects and uses personal information for the following purposes within the minimum scope.

① Marketing and advertising, etc.

New services, events, webzine, latest company information, event gift delivery, use of statistical analysis data on each customer, market research, staff search, etc. only for customers who have agreed to the Internet members etc. specified in Articles 3 and 4

② Foundation of franchise contract, performance of contractual rights and obligations

Use for fulfillment of rights and obligations necessary for contracts set in Articles 3 and 4, provision of necessary information related to franchise foundation, etc.

③ Customer care

Used for service satisfaction survey, identity verification, handling customer complaint, etc.

④ organization management

Used to provide information for joining the company and information for company management to supplement personnel such as new employees, executives and employees, and to operate the organization

⑤ membership service

Collected and used to provide membership point services, calculate various points, perform joint marketing, and analyze customer information through the identification process based on membership service use

⑥ store location information guidance

location information of nearby stores for membership

⑦ Smart unmanned store access/payment

Used for entrance and payment through facial authentication in smart unmanned stores

Article 6 (Sensitive personal information)

The company does not collect sensitive personal information (race and ethnicity, ideology and creed, political orientation, criminal record, health status and sex life, etc.) that may infringe on customers' basic human rights.

CHAPTER 4(Provision of personal information to a third party)

Article 7 (Third party provision)

The Company does not use the customer's personal information or provide it to others or other companies or institutions beyond the scope specified in 'Chapter 3 Purpose of collection and use of personal information' under any circumstances, except with the customer's consent or in accordance with the relevant laws.

① In the event of a complete succession or transfer of the rights and obligations of a service provider, such as a sale or takeover, we will notify you in detail of justifiable reasons and procedures in advance, and give you the option to withdraw your consent to your personal information.

② In addition, in the case of providing or sharing customer personal information, it is necessary to inform the customer in advance of the purpose of use, the right to refuse consent, and the disadvantages caused by refusal of consent. We will notify you via e-mail or in writing, and then ask for your consent.

③ The Company provides the collected personal information to third parties as shown in the table below, only to customers who have consented.

③ Website member

Recipient	Purpose of use by the recipient	Offer	Period of retention and use (See Chapter 6 for details)
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Recipient	Purpose of use by the recipient	Offer	Period of retention and use (See Chapter 6 for details)
Franchisee	Provision of information as to the job application of staff	Name, age, gender, educational background, address, landline, mobile, email	Destroyed after achieving the purpose of use

㉞ Tasks for fulfillment of obligations of contracts, etc.

(As a messenger, the Company is merely an agent acting on behalf of the relevant business, and the company does not own each offer.)

Offered to	Purpose of use by the recipient	Offer	Period of retention and use (See Chapter 6 for details)
Credit card company*	Credit cards for franchisee Acting as a proxy in joining a franchisee	Name, address, national ID number, mobile	Destroyed after achieving the purpose of use
Tax office**	Acting as a proxy in tax affairs for potential franchisees	Name of the store, name, address, date of birth, corporate registration number	
Korea financial telecommu nications and clearings institute	Acting as a proxy in processing headquarters delivery payment	National ID number, account number	

*BC card, KB Kookmin card, Korea Exchange Bank card, Lotte card, Samsung card, Shinhan card, Hyundai card, Hana SK card

**15 offices including Jiseong Taxation Services Company

㉟ When an order and payment are made through the service provided by the Company, information related to smooth communication between the parties to the transaction, such as consultation, and transaction implementation, such as payment and delivery, is provided to the transaction party to the extent necessary.

Recipient	Purpose of use by the recipient	Offer	Period of retention and use (See Chapter 6 for details)
Shinsegae mall	Handling of tasks necessary for the	- buyer information (ID, name, landline, mobile)	Service period

Recipient	Purpose of use by the recipient	Offer	Period of retention and use (See Chapter 6 for details)
	implementation of contracts about information and communication service provision and e-commerce (mail order) contracts such as product(service) delivery(transmission), product installation, return, refund, customer consultation	<ul style="list-style-type: none"> - purchase, cancellation, return and exchange information of the product - recipient information (name, mobile, landline, address) 	(retention period when it is necessary to preserve in accordance with the provisions of related laws and when prior consent is obtained)
interpark	Membership identification(confirmatio n), CU membership point service	Name, unified member ID, CU membership point information	
Pagoda Academy	identification(confirmatio n), CU membership point service	Name, unified member ID, CU membership point information	
GC Pharma	identification(confirmatio n)	Name, unified member ID, purchase voucher information	
Modetour	Handling of tasks necessary for the implementation of contracts about information and communication service provision and e-commerce (mail order) contracts such as product(service) delivery(transmission), product installation, return, refund, customer consultation	<ul style="list-style-type: none"> - buyer information (ID, name, landline, mobile) - purchase, cancellation, return and exchange information of the product - recipient information (name, mobile, landline, address) - invoice information 	
NICE Informatio n & Telecomm unication	identification(confirmatio n), CU membership point service	Facial information, unified member ID, mobile	
MiLk	Resolving consumer disputes such as service alliances (interlocking and cancellation, saving, use, inquiry, collection and return, etc.) and complaint handling	CI, UID,point information	

④ Information on participating companies in the e-bidding is delivered to the affiliate in charge of the bid

Recipient	Purpose of use by the recipient	Offer	Period of retention and use (See Chapter 6 for details)
BGF Co., Ltd. KBF Co., Ltd. BGF Humannet Co., Ltd. BGF Food Co., Ltd. BGF Ecobio Co., Ltd. BGF Logistic Co., Ltd. BGF Networks Co., Ltd.	Company's credit judgement and contract fulfillment	1. general identification information -company name, address (site of business/factory) -business registration number, corporation number -company name, representative, incorporation date, email -phone number(landline/mobile) -type of business, business conditions	Company information - until withdrawal of membership, manager information - deleted after 2 years

© CU Ordering system

Recipient	Purpose of use by the recipient	Offer	Period of retention and use (See Chapter 6 for details)
Mesh Korea(VROONG), Barogo, LogiAll(sgdr), MZPlaying(Dobo60)	Provision of delivery service	Delivery address, orderer's contact(secure d number when provided)	Destroyed after achieving the purpose of use
Ordering Pocket CU Franchise (checking list)	Order management, provision of delivery service, handling complaints	Delivery address, orderer's contact(secure d number when provided)	
Ordering Pocket CU Pre-order Partner company (checking list)	Order management, provision of delivery service, return/refund details, CS	Order's information(name, mobile)	
Ordering Pocket CU home delivery Partner company(checking list)	Pocket CU home delivery order management and provision of gift service	Orderer Necessary-name, mobile, email Recipient	Until service is provided (However, 2. Period of retention and use of personal information is applied if there is a need to retain it in accordance with the laws such as the Commercial Act)

Recipient	Purpose of use by the recipient	Offer	Period of retention and use (See Chapter 6 for details)
		Necessary-name, delivery address, mobile(regular order, gift)	
BGF networks	Provision of delivery reservation	Contact information, name, shipping address and product information of the sender and sendee	Destroyed after achieving the purpose of use(However, it is retained for the relevant period if necessary in accordance with the laws such as the Commercial Act))

Article 8 (Provision by law)

According to the relevant laws and regulations, provision of information without customers' consent is possible in the following cases.

- ① Upon the request of investigative agencies according to the relevant laws or the procedures and methods set in the laws for the purpose of investigation
- ② When providing in a form that cannot identify a specific individual for statistical record, scientific research, or record preservation in the public interest

CHAPTER 5(Entrustment of management of personal information)

Article 9 (Entrustment of management of personal information)

- ① BGF Retail is consigned and operates as shown in the table below so that customers' personal information can be collected, stored, processed, used, provided, managed, destroyed, etc. outside only when necessary to fulfill contracts and services.
- ② When the company concludes a consignment contract, the company specifies in the contract documents the responsibilities such as prohibition of processing of personal information other than the purpose of performing consigned tasks, technical and administrative protection measures, restrictions on re-consignment, management/supervision of the consignee, compensation for damages in the contract,

and supervision of consignee for their handling personal information etc.

③ If the contents of the consignment work or the consignee is changed, it will be disclosed through this personal information processing policy without delay.

① Website member

Consigned work (purpose of provision)	Offer	Consignee
Identification (verification of real name)	Name, date of birth, gender, mobile carrier, domestic/foreigner, CI, Di, etc.	KCB(inc)
Service development and operation of website	Name, ID, password, gender, date of birth, contact(landline), email, authentication information(I-Pin, mobile) etc.	Wylie(inc)

② customer complaints

Consigned work (purpose of provision)	Offer	Consignee
Customer center operations	Name, name of the store, mobile, address	Hyosung ITX(inc)
Account information edition	Account information and transactions	Hyosung ITX(inc)

③ benefits and others

Consigned work (purpose of provision)	Offer	Consignee
Employee remuneration training	Name, mobile, address	Hunet(inc)
Selective welfare system operation	Employee and franchisee information	SK M&Services(inc)

④ membership

Consigned work (purpose of provision)	Offer	Consignee
Mobile card, mobile coupon, advertising service	Name, mobile	BGF networks Co., Ltd.
Member DB management and computerized processing	Account information (all)	Wylie(inc)
Member DB management and computerized	Account information (all)	Renocomms(inc)

Consigned work (purpose of provision)	Offer	Consignee
processing(Byself app)		
Sending event prizes	Name, mobile, address	planS(inc)

㉔ electronic payment

Consigned work (purpose of provision)	Offer	Consignee
Approval for credit card payment and agency for payment	Payment information (payment method, name, date of birth, gender, mobile, mobile carrier, CI value, payment authorization information, whether being consent to the terms)	NICE Information & Telecommunication
		NICE payments (inc)

㉕ franchise lease contract

Consigned work (purpose of provision)	Offer	Consignee
Retention and release of contract	Records on contract or subscription withdrawal	Korea Storage System(inc)

㉖ electronic labor contract of directly managed store staff

Consigned work (purpose of provision)	Offer	Consignee
Signing of electronic labor contract, etc.	Processing of name, email address (or phone number) information for providing electronic contract function as well as for providing customer support service	Modusign(inc)

㉗ Ordering CU

Consigned work (purpose of provision)	offer	Consignee
Provision of product delivery and delivery information	(orderer, recipient) name, mobile, address	A delivery company contracted by the seller such as BGF logis, CJ Logistics, Hanjin Logistics, Lotte Global Logistics
Secured number service	Mobile	KT

Consigned work (purpose of provision)	offer	Consignee
Order information mediation	Order information, name, mobile, address	NICE Information & Telecommunication
Delivery information inquiry	Name, mobile, receiving address	Goodsflow
Sending mobile voucher, e-coupon	Order information, name, mobile	BGF networks
Agency for delivery service/CS	(orderer, recipient)name, mobile, address	Details (checking list)
Issuing/sending mobile voucher, e-coupon when in alliance	Order information, name, mobile	BGF networks

① bond management

Consigned work (purpose of provision)	offer	Consignee
Credit rating evaluation, property investigation, debt collection	Name, address, mobile, date of birth	SGIcic(inc)

※ In principle, the consignee's re-consignment of consigned work is restricted. However, only in cases where re-consignment is unavoidable, such as delivery of purchased products and gifts by courier, the consignee receives the explicit consent of the Company and re-consigns the delivery service to the courier.

※ The information provided for consignment work is provided only with the minimum information necessary for the work, and to ensure the safety of personal information protection in the consignment contract, adhering to instructions related to personal information protection, prohibiting personal information, and bearing responsibility in case of an accident etc. are clearly defined. If a consignee is changed, the Company will notify the name of new consignee in the Privacy Policy.

CHAPTER 6 Period of retention, use, and destruction of personal information

Article 10 (Destruction of personal information)

When its purpose of collecting or receiving User's Personal Information is achieved, the Company shall promptly destroy the Personal Information.

① Shipping information: When product or service is delivered or provided

② Identification information : when confirmed it is oneself

※ If necessary to preserve it in accordance with the relevant laws and regulations, the Company retains member information for a certain period of time as set by the relevant laws and regulations as follows. (Act on Consumer Protection in Electronic Commerce, etc.)

① Records of contract or offer withdrawal: 5 years

② Records of payment and supply of products, etc.: 5 years

③ Records of handling customer complaints or disputes: 3 years

④ Records of indications/advertisements: 6 months

※ For the purpose of responding to any acts that infringe upon the rights or interests of members and the company, such as after-sales service after customer complaints and illegal/expedient acts, minimum member information such as CI is stored for one year after membership withdrawal.

Article 11 (Period of retention of personal information)

However, if necessary to retain it for a certain period of time for reasons such as confirmation of transaction-related rights and obligations as shown in the following table in accordance with the provisions of related laws such as the Commercial Act and internal policies, the information is retained for a certain period of time.

※ Relevant laws: Commercial Act, Franchise Business Act, National Tax Basic Act, Corporate Tax Act, E-Commerce Act, etc., Protection of Communications Secrets Act, etc.

Retention	Period of retention
Records of contract or offer withdrawal	5 years from the date of contract or withdrawal (E-Commerce Act), 10 years for civil contract (civil law)

Retention	Period of retention
Records of payment and supply of products, etc.	5 years (E-Commerce Act)
Records of handling customer complaints or disputes	3 years (E-Commerce Act)
Records of other legal disputes	10 years

Article 12 (Procedure and Method of destroying Personal Information)

① Procedure of destroying PI: The personal information of the user when the purpose is achieved shall be destroyed after being stored in our DB for certain periods pursuant to the Company's internal policies and applicable laws (refer to "Period of retention and use"). This personal information will not be used for any purpose other than those held by law.

② Method of destroying Personal Information: The Company destroys printed-out Personal Information by using shredder or incineration, and deletes Personal Information stored in the form of electronic file by using technical methods which prevents the record from being reproduced.

CHAPTER 7 Rights and obligations of information owner's and legal representatives and how to exercise them

Article 13 (Information owner's (Information subject's) rights and obligations, and how to exercise them)

① The information subject (referring to the legal representative for those under the age of 14) may at any time request to view, correct or delete the registered user's personal information, suspend processing, or withdraw consent. If you wish to view, correct or delete, suspend processing, or withdraw consent, please contact the representative phone number (1577-8007) or the person in charge of personal information protection and the manager in writing, by phone or e-mail, and we will take immediate action after the identity verification.

② If the information subject or legal representative requests correction of errors in personal information, the company will not use or provide the personal information until the correction is completed. If erroneous personal information has already been provided to a third party, we will notify the third party of the result of the correction without delay so that the correction can be made.

③ The company handles the personal information requested for deletion by users in accordance with this guideline and related laws and other regulations, and handles it so that it cannot be viewed or used for any other purpose.

④ The exercise of the rights pursuant to Paragraph 1 can be done through the legal representative of the information subject or an agent such as a person who has been delegated. You must fill out and submit the power of attorney form below in this case.

- [Power of attorney \(download link\)](#)

Article14 (User's obligations)

① Users are requested to prevent unexpected accidents by entering their personal information accurately and up-to-date. The user is responsible for any accidents caused by inaccurate information entered by oneself, and if the user enters false information, such as stealing other's information, they may be disqualified for keeping a membership on the website.

② Users have a duty to protect themselves and not to infringe on the information of others, alongside the right to have their personal information protected. Users should be careful not to leak personal information, and not to damage other people's personal information, including postings on the website.

Article15 (Protection of personal information of minors)

In principle, the Company does not collect personal information of children under the age of 14. However, in the inevitable case of collecting personal information for the purpose of providing services, the Company requests the consent of the LAR (legally authorized representative) of the child and will be destroyed as soon as the purpose of collection is achieved.

CHAPTER 8(Installation, operation and rejection of automatic personal information collection devices)

Article 16 (Installation and Operation and rejection of automatic personal information collection devices)

① The Company uses “Cookies” that store and constantly bring usage information to provide tailored services to the users.

② Cookies are small text files that are sent from the server (http) and are used in operating the website to the users’ browsers, and can be stored on the hard disk drive of the users’ computers.

- The purpose of using cookies is to provide optimized information to users by identifying the patterns of how users visit websites and use services, most searched keywords, whether users are on secure connection, etc. Through Google advertising cookies and Google Analytics cookies, the Company and Google analyze the frequency of service access, visit time, number of visits, etc. and use them to identify users' tastes and interests which will be used to provide services.

- Installation, operation and rejection of cookie: You can refuse to store cookies by setting options in Tools>Internet Options>Personal Information menu at the top of the web browser, and installing the Google Analytics blocking browser add-on (<https://tools.google.com/dlpage/gaoptout>).

- Users who reject cookies may have difficulties using tailored services. It may be used in Google Analytics (GA·Google Analytics) for the purpose of creating statistics and improving the website.

Channel	Collections in common	Additional collections by channel	Purpose of collection	Period of retention and use (Chapter 6)
CU brand, BGF retail, BGF website	1. customer information - Estimated age, interests by age (not including identity information) 2. website access - Check site visits, frequency of visits, browsing behavior, etc.		Used for website improvement (change content, layout)	Until the website and app end or when refusing to install/store cookies
CU membership, Poket CU(APP)	Website access information - check site visits, frequency of visits, search behavior, etc.		Understanding website visit	

Channel	Collections in common	Additional collections by channel	Purpose of collection	Period of retention and use (Chapter 6)
	<ul style="list-style-type: none"> - setting not to have pop-up window again GA collection information (advertising identifiers and statistics) - Automatic login information - Analyze users' frequency of visits and visit time, identify users' interests, and track traces - Providing target marketing and personalized service by identifying the number of participation in various events and visits 		information and usage patterns	

CHAPTER 9 Personal Information Protection Managers

Article 17 (Designation of Personal Information Protection Managers)

The Company designates person(s) in charge of Personal Information officer and manager as follows in order to protect customers' personal information and handle personal information-related complaints.

- Personal Information protection management department : Information system Dept.
- Personal Information protection officer : Ji-Taek Song, executive director
- Personal Information protection manager : In-Jun Jeong, team manager
- Customer Center : 82-2-1577-8007
- E-mail : privacy@bgf.co.kr

Article18 (Report and counselling)

Please contact any of the institutions below for any advice on, or to report any instance of infringement of personal information.

- ▶ Personal Information Infringement Report Center (operated by Korea Internet & Security Agency)
 - Duties : Receive reports, and counsel, on personal information infringement
 - Website : privacy.kisa.or.kr

- Phone : (No dialing code needed) 118
- Address: (58324) 3F, 9 Jinheung-gil, Naju-si, Jeollanam-do

▶ Personal Information Dispute Mediation Committee

- Duties: Mediation of personal information disputes, mediation of class (group) disputes (civil resolution)
- Website : www.kopico.go.kr
- Phone : (No dialing number needed) 1833-6972
- Address: Korea Internet & Security Agency, 135 Jungdae-ro, Songpa-gu, Seoul (138-950)

▶ Cyber Crime Investigation Unit, Supreme Prosecutors' Office : 02-3480-3573 (www.spo.go.kr)

▶ Cyber Security Bureau, National Police Agency : 182 (<http://ecrm.cyber.go.kr>)

CHAPTER 10 Measures for Personal Information security

Article 19 (Safe Management of Personal Information)

The Company designates person(s) in charge of Personal Information officer and manager as follows in order to protect customers' personal information and handle personal information-related complaints.

① In order to protect Customer's Personal Information, the Company shall have in place technical, administrative, and physical measures and applies them.

③ The Company encrypts, stores and manages important personal information.

④ The Company prepares countermeasures against hacking, etc. as shown in the following items.

(a) The Company is doing its best to prevent leakage or damage to users' personal

information by hacking or computer viruses.

(b) The Company regularly backs up data in preparation for damage to personal information, uses the latest vaccine program to prevent leakage or damage to users' personal information or data, and ensures that personal information can be safely transmitted over the network through encrypted communication, etc.

(c) The Company uses firewall, controls unauthorized access from outside, and tries to equip all possible technical devices to secure other systemic security.

③ The Company minimizes the number of personal information handling staff and conducts training.

(a) Those who can handle company's Personal Information is limited to people in charge, a separate password for this is set and updated regularly, and personal information is safely managed through regular training for the manager.

(b) Transfer of duties among the Company's Personal Information processors is thoroughly conducted with security being maintained, and the responsibility for accidents such as Personal Information leakage after joining and leaving the Company are clarified.

(c) The computer room and data (document) storage room are set as special protection areas and access is strictly controlled.

④ The Company operates a personal information protection organization.

(a) The Company checks the implementation of personal information protection measures and the compliance of the person in charge through an in-house personal information protection organization, etc so that corrective action is taken immediately when a problem is discovered.

⑤ The Company is not responsible for any problems such as leakage of personal information caused by user negligence or problems on the Internet. Users must properly manage passwords and other information to protect their personal information and take responsibility for them.

CHAPTER 11. Sending Advertising Information

Article 20(Sending Advertising Information)

① The Company does not send advertising information for commercial purposes against the user's explicit refusal to receive it.

② When the Company sends advertising information by e-mail for online marketing such as franchise information guide, we take measures so that users can easily recognize it in the subject and body of the e-mail as follows.

- In the subject of the email, the direct phrase 'advertising' may not be displayed in the subject line. In the body of the e-mail, the name, e-mail address, phone number and address of the sender to which the user can express their intention of refusal to receive is specified, and the way which the user can easily express their intention of refusal to receive is specified.

CHAPTER12 Amendment on personal information

Article 21(change of policy)

① In case of important changes such as provision of personal information to a third party, change of purpose of collection and use, change of retention period, etc., we will obtain the consent of the customer.

② If the contents of the policy change (addition, deletion, modification, etc.) within the scope of laws and regulations due to the enactment or revision of laws, policy changes, changes in company internal policies, or changes in security technology, it will be notified on the company website 7 days prior to the revision. However, if there is a significant change in user rights, such as collection and use of personal information or provision to a third party, it will be notified at least 30 days in advance.

Article 22 (Obligation to notify revision of Privacy Policy)

① This Privacy Policy will be effective from June 1, 2022, and the previous Privacy Policy will be replaced by this Privacy Policy.

② Previous Privacy Policy can be checked on the link below.

Notification date: May 2, 2022

Effective date of the Privacy Policy: June 1, 2022

Effective date of the Privacy Policy: June 1, 2022