

Supplier Code of Business Conduct

Coca-Cola Amatil (PNG) Ltd.

The Supplier Code of Business Conduct has the general requirements applicable to all Suppliers of Coca-Cola Amatil PNG. The agreements may have more specific provisions addressing some of similar issues. Nothing in this Supplier Code is meant to supersede any specific provision in the particular agreement entered into with the Supplier, and to the extent there is any inconsistency between this Supplier Code and any provision of the particular contract, then provisions stated in the contract will always prevail.

Preamble

Coca-Cola Amatil (PNG) Ltd. is strongly committed to observing the highest legal and ethical standards across all its procurement activities. As such, CCA Supplier Code of Business Conduct (“**Supplier Code**”) is applicable to individuals and companies supplying goods or services to CCA (“**Supplier**”). The Supplier Code prescribes the minimum non-negotiable values, principles and expectations that CCA requires the Supplier to respect and to adhere to when conducting business with CCA, including in all procurement dealings ensuring that internationally and nationally recognized procurement ethics and local laws are complied with. Transparency and accountability should be strictly adhered to in all procurement activities. CCA procurement ethics focuses on **zero tolerance on corruption, avoiding any form of conflict of interest and ensuring honest representation of suppliers’ capabilities.**

The Supplier Code applies to all Suppliers (or potential Suppliers) and their employees, agents, sub-contractors and other entities acting on behalf of the Suppliers (subject to approval from CCA). The Supplier is strongly urged to familiarise itself with the Supplier Code to ensure successful working relations with CCA. It is the Supplier’s responsibility to educate its employees, agents and subcontractors accordingly. By acceptance of the Supplier Code, the Supplier commits that all existing and future agreements and business relationships with CCA will be subject to the provisions contained herein.

CCA reserves the right to interpret its policies and to vary its procedures (including this Supplier Code) when it determines appropriate.

I. Business Integrity

CCA expects its Supplier to conduct their business in accordance with the highest ethical and legal standards. The Supplier must strictly comply with all applicable laws and regulations, and requirements, rules, policies and directives on bribery, corruption and unacceptable business practices, and comply with any other CCA's applicable codes, policies and principles, including the CCA Code of Business Conduct (COBC).

A. Compliance with Applicable Laws and Regulations

The Supplier shall ensure compliance with PNG laws and regulations and demonstrate ethical conduct. The Supplier must be able to demonstrate its compliance with the Supplier Guiding Principles (“SGP”) at the request of and to the satisfaction of CCA. CCA expects the Supplier to develop and implement appropriate internal business processes to ensure compliance with the SGP which covers among other things:

- Supplier must comply with all applicable labour laws, this includes labour laws on child labour and abuse of employees; freedom of association and collective bargaining; work hours and overtime; wages and benefits;
- Supplier must not use or in any other way benefit from forced, bonded or compulsory labour or any form of human trafficking;
- Supplier must comply with all applicable laws on discrimination and must not discriminate in hiring and employment practices;
- Supplier must comply with all applicable laws on safety and health and will deliver the products and/or services in accordance with the quality and safety standards required by applicable laws and CCA requirements;
- Supplier must comply with all applicable laws on the environment.

CCA routinely utilizes independent third parties to assess compliance with the SGP; the assessments generally include confidential interviews with employees and on-site non-employee/contract workers. If the Supplier fails to uphold any aspect of the SGP requirements, it is expected to implement corrective actions. Failure to implement corrective actions within reasonable timeframe will lead to termination of services from the Supplier. It is equally important that the Supplier strictly avoids placing CCA's employees in an illegal or compromising position.

B. Conflict of Interest

Employees of CCA should act in the best interest of CCA. Accordingly, CCA's employees should have no relationship, financial or otherwise, with any Supplier that might conflict with the CCA employee's obligation to act in the best interest of CCA. The Supplier is expected to observe the following:

- They shall not, directly or indirectly, offer to any CCA's employee or his/her family members or person related to CCA's employee money, goods, services, invitations to meals, sporting events and any other forms of favours or hospitality, as a consideration or in expectation of a favourable decision, information, opinion, recommendation, vote or any other form of favouritism to the Supplier.
- Shall not directly or indirectly, offer, give or agree or promise to give to any CCA's employee or his/her family members or person related to CCA's employee any gratuity for the benefit of the Supplier or at the direction or request from any employee of CCA.

C. Bribery

The Supplier acting on behalf of CCA must comply with all applicable laws dealing with bribery of government officials or any other relevant parties. In all its activities, the Supplier must never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private. Nor must the Supplier accept any such advantage in return for any preferential treatment of a third party.

D. Gift, Meals and Entertainment

The Supplier is prohibited to offer or give any fee, commission, rebate, meals, entertainment, or anything of value, cash or cash equivalents such as gift cards, to or for the benefit of any CCA's employee or his/her family or any other representative of CCA, without the prior approval of the CCA Chief Financial Officer.

This Supplier Code does not prohibit CCA's employee from giving benefits of modest and appropriate value in connection with CCA's business where it is done to improve CCA's image or to establish cordial relations with outside parties with whom CCA may interact or deal. The Supplier Code prohibits CCA's employee from giving or receiving benefits that are not legitimately due to or from another person or that are excessive or otherwise not appropriate.

E. Protecting Information

The Supplier must protect all of CCA's data, information, documents, and other materials which are disclosed or to be disclosed, verbally or written, in the form of hardcopy and/or softcopy (including but not limited to emails) ("**Confidential Information**"). The Supplier who has been given access to the Confidential Information as part of the business relationship agrees that the Confidential Information shall be kept strictly confidential and will not share this information with anyone unless authorised to do so in writing by CCA. The Supplier should not conduct any transaction or encourage others to do so, on the basis of the Confidential Information received from CCA.

F. Corrupt Practices

Corrupt practices is a general term that refers to conduct that can include one person making payments or providing benefits in kind to another person (either a private person or to a person who is a government official) when those payments or benefits in kind are not legitimately due, in circumstances where the payment or benefits in kind are made to influence a person to exercise their obligations or duties improperly in connection with our business.

This prohibits CCA employees from giving or receiving benefits that are not legitimately due to or from another person or that are excessive or otherwise not appropriate. Corrupt practices are generally prohibited by anti-bribery or corruption laws as well as CCA COBC and anti-bribery and corruption policy

G. Facilitation Payments

CCA prohibits its people and Suppliers from offering or giving facilitation payments to any person. A facilitation payment is a benefit that meets the following criteria:

- The benefit is not legitimately due to the person; and
- The benefit is made to secure the performance of a routine government action of a minor nature.

While some countries' extra-territorial anti-bribery laws permit facilitation payments in limited circumstances, in most cases such payments are prohibited under local laws. Facilitation payments increasingly are seen as something that countries and organisations should seek to eliminate. This Supplier Code reflects that approach.

II. Reporting Potential Misconduct

Should a Supplier suspects any improper activities or violations committed by CCA's employee or other parties, the Supplier should report the matter to CCA. The Supplier is expected to observe the following:

- (1) Shall immediately inform CCA National Office (CCA Chief Financial Officer) if any CCA's employee solicits or obtains or has made attempt to obtain gratification for him/her or for any other persons.
- (2) Shall immediately inform and speak with CCA National Office (CCA Financial Officer) if the Supplier is made aware that they have information on a supply arrangement that they are not authorised from CCA to have, or that gives them an unfair competitive advantage to what information CCA would reasonably expect them to have.

- (3) Shall immediately declare to CCA if any of the Supplier's employees and/or officers are or have been employed by CCA or if the Supplier's employees and/or officers have any relatives employed within CCA. If the Supplier fails to make the declaration that its employees and/or officers were previously employed by CCA or the Supplier's employees and/or officers have relatives who are currently under the employment of CCA, CCA may at its sole discretion deem that the Supplier and CCA have a conflict of interest, and enforce the conditions stated below in Section IV (Breach and Termination) of the Supplier Code
- (4) Besides the mechanism mentioned above, Suppliers can contact the whistle-blower hotline to convey such information. The information shall contain sufficient factual information and/or documents to allow CCA to conduct a meaningful investigation and properly assess the information. This can be done through the following hotline:
- | | |
|-----------|-------------------------------|
| Telephone | : 00086 1212 |
| Email | : CCAwhistleblower@au.pwc.com |

III. Monitoring Compliance

CCA reserves the right to verify the Supplier's compliance with the Supplier Code. In case CCA becomes aware of any actions or conditions not in compliance with the Supplier Code, CCA reserves the right to demand corrective measures and expects the Supplier to:

- Develop and maintain all necessary documentation to support compliance with the described standards. The documentation must be accurate and complete;
- Provide CCA's representatives with access to relevant records, upon CCA's request;
- Allow CCA's representatives to conduct interviews with the Supplier's employees and its management;
- Allow CCA's representatives to conduct announced and unannounced site visits of Supplier's offices or locations;
- Respond promptly to all reasonable enquiries from CCA's representatives in relation to the implementation of the Supplier Code.

IV. Breach and Termination

CCA reserves the right to demand corrective measures. Any non-compliance or breach of the Supplier Code may result in the Supplier's contract terminated (without prejudice to CCA's legal rights and remedies under the contract) or not renewed. CCA at its sole discretion is entitled to exclude the Supplier from present and future relationships or arrangements with CCA including procurement activities.

Failure to make such a declaration of potential misconduct shall be construed as a conflict of interest and might result in the exclusion of the Supplier from present and future procurement activities and/or other legal actions as deemed fit by CCA, irrespective of any other contractual terms. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the Supplier to rectify all breaches of its obligations under the Supplier Code.

The range of actions available to be imposed on the Supplier includes but is not restricted to the following:

- Formal warnings – that any continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all CCA's subsidiaries, affiliates and associate companies;
- Immediate termination of the existing or potential contract, agreement or arrangement without any further recourse.
- Legal Action

Acknowledgement and Acceptance

This is to certify that I/we have fully read the CCA Supplier Code of Business Conduct attached. Having fully read and understood the CCA Supplier Code of Business Conduct, I/we hereby commit our company to adhere and comply with principles as stated in the CCA Supplier Code of Business Conduct. We understand and accept the risk of non-compliance.

The undersigned is authorised to act for on behalf of the Supplier.

Supplier : _____
Address : _____
Representative : _____
Title : _____

Signature : _____
Date : _____