

## GLOBAL SUPPLIER CODE OF CONDUCT

Primo Water Corporation ("Primo") conducts its business in compliance with applicable law, and in an ethical and socially responsible manner. Primo has a culture based on our fundamental values: Healthy Living, With a Standard of Excellence, Respect for All, And a Commitment to do the Right Thing – Always. Primo has developed a Global Supplier Code of Conduct ("Code") to clarify our expectations in the areas of business integrity, human rights, health and safety and environmental management.

This Code applies to all Suppliers, Vendors, Contractors, Consultants, Agents and other providers of goods and services (collectively "Suppliers") who wish to conduct business with Primo entities worldwide. We expect all our Suppliers to engage in responsible supply chain practices as they relate to the areas listed above. Primo will conduct, or have conducted on its behalf, audits of production facilities and business practices to monitor Supplier's commitment to the Code.

Violation by Suppliers of this Code will lead to serious administrative and operational action, up to and including termination of contracts for breach and/or the elimination of Supplier from Primo's bidders list and the cancellation of any future business relationship.

This Code may be amended by Primo from time to time; its enforcement and/or interpretation rests solely with Primo and does not confer or create any rights in favor of any party other than Primo.

**Note:** This Code contains general requirements applicable to Suppliers of Primo. Particular Supplier contracts may contain more specific provisions addressing some of these same issues. Nothing in this Code is meant to supersede any more specific provision in a particular contract, and to the extent there is any inconsistency between this Code and any other provision of a particular contract, the other provision will control.

### Section 1. Business Conduct Standards

Primo expects its Suppliers to maintain awareness and comply with all applicable laws and regulations of the countries where they conduct business and to conduct business responsibly, with integrity, honesty, and transparency, and to adhere to the following standards as they apply to the following employment practices:

**A. Child Labor:** Child labor is strictly prohibited. Supplier shall adhere to the minimum employment legal age limit defined by national law or regulation, and comply with relevant International Labor Organization standards. In no instance shall a Supplier permit children to perform work that exposes them to undue physical risks than can cause physical, mental, or emotional harm or improperly interfere with their schooling (except as may be permitted under apprenticeship or similar programs in which the minor is lawfully participating).

**B. Forced Labor, Slave Labor, Human Trafficking:** Supplier confirms that, in providing goods and services to Primo, it has not used involuntary or forced labor, whether indentured, bonded, prison or otherwise, and that the Supplier has not confiscated or withheld worker identity documents or other valuable items, including passports, work permits and travel documentation, and further that Supplier has not unreasonably withheld or diverted workers' wages. Supplier certifies that it has not been, and is not, keeping workers' personal documents as a means to bind them to employment or to restrict their freedom of movement. Supplier further confirms and certifies that (1) All workers are voluntarily employed in the

facility(ies) where Primo's goods are made/services are provided, and (2) no prisoners (convicts) are working at the facility(ies) where Primo's goods are made/services are provided.

The North Korea Sanctions and Policy Enhancement Act of 2016 includes a provision that any goods, wares, merchandise and articles made by North Korean citizens or nationals anywhere in the world are presumed to be forced-labor goods under Section 307 of the Tariff Act of 1930. Any shipment of goods believed by US Customs and Border Patrol to be made with forced and/or prison labor may be banned from all US ports of entry. Suppliers must ensure that no North Korean nationals or citizens are employed in the manufacture of Primo's raw materials or finished goods.

**C. Working Hours:** Supplier's employees will work in compliance with all applicable laws pertaining to the number of hours and days worked. Employees will be provided with reasonable daily and weekly work schedules, and adequate allowance will be made for time off.

**D. Compensation:** Employees will be fairly compensated and provided with wages and benefits that comply with applicable laws, including appropriate compensation for overtime work and other premium pay situations required by applicable law.

**E. Non-Discrimination:** Discrimination in hiring and employment practices based on race, color, religion, gender, age, national, social or ethnic origin, maternity, sexual orientation, political opinion, disability, or any other status or personal characteristic shall not be allowed. Employee medical tests that can be used to discriminate in hiring or employment practices shall not be required.

**F. Workplace:** Supplier shall provide employees with safe and healthy working conditions. At a minimum, potable drinking water, clean restrooms, adequate ventilation, fire exits and essential safety equipment, an emergency aid kit, access to emergency medical care, and appropriately lit workstations shall be provided. The Supplier's facilities are to be constructed and maintained in accordance with applicable law.

**H. Respect for the Environment:** Supplier will conduct its business in a manner compatible with the environment and in accordance with applicable law. Reasonable standards of care shall be taken to protect the environment and to provide for the health and safety of employees and the communities in which facilities are operated. Supplier will take prudent steps to minimize solid waste by reducing, reusing, and recycling materials; encourage conservation of resources and energy; provide training and education for its employees, as appropriate; and support efforts to establish and implement policies that also protect the environment.

## **Section 2. Business Practices**

**A. General:** Purchases of materials and services will only be made from Suppliers who continually meet Primo's specifications on manufacturing practices, distribution methods, product quality, delivery dates, and price objectives.

**B. Economic Sanctions, Anti-Boycott and Export Controls:** Suppliers shall not perform their obligations in any way that would cause Primo to be in violation of U.S. or international trade restrictions applicable to the Supplier or Primo. Accordingly, Suppliers must: (1) comply with all U.S. and all applicable international economic sanctions laws and regulations, as well as all applicable U.S. and international export controls applicable to the Supplier or Primo; (2) not conduct business with individuals, entities, organizations, or countries that are the targets of U.S. or applicable international economic sanctions laws and regulations; and (3) never participate in any boycott or restrictive trade practice in violation of U.S. anti-boycott laws.

**C. Supplier Products:** All products offered for sale to Primo shall comply with Primo's specifications and all applicable laws of the country and political subdivisions in which they are to be offered for sale.

**D. Origin mapping:** Suppliers must be capable of disclosing potential sources of primary origin associated with the products or services provided to Primo. Primo reserves the right to ask its Suppliers for supply chain mapping back to origin to facilitate an assessment of upstream supply chain compliance. If Suppliers do not have this capability today, Primo expects Suppliers to share with Primo their future plans in this regard.

**E. Audits:** Primo or a third-party acting on its behalf may conduct audits and inspections of Supplier's facilities, records, and employees to confirm compliance with this Code.

**F. Supplier's Suppliers:** Supplier is responsible for ensuring compliance with this Code by all of its suppliers that provide materials or services in the manufacture, processing, and/or production of products provided by Supplier to Primo. Primo may conduct such audits and inspections of Supplier's records in respect of its suppliers. Primo expects Suppliers to apply similar standards to their own suppliers and subcontractors by communicating the expectations contained in this Code and holding them accountable as well. This includes contract and seasonal workers and temporary agencies.

**G. Supplier Diversity:** Primo seeks to contribute to the economic growth of a diverse business community. Our Supplier Diversity Program enables us to develop relationships with qualified, diverse businesses that meet our high standards for quality and cost effectiveness. Suppliers are encouraged to support Primo's diversity efforts by utilizing qualified diverse owned businesses in support of the business that it conducts with Primo.

**H. Freedom of Association and Collective Bargaining.** Primo respects the rights of employees to freedom of association and collective bargaining across its operations and supply chain. Workers have the right to form, join or not join trade unions or other organizations of their choosing and collectively bargain without fear of discrimination, retaliation, harassment or intimidation. In cases where freedom of association is restricted by local law, alternative means of freedom of association will not be obstructed.

### **Section 3. Business Integrity and Ethics**

**A. Gifts, Bribes and Kickbacks:** Suppliers acting on behalf of Primo must comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and all local laws dealing with bribery of government officials. In connection with any transaction as a supplier to Primo, or that otherwise involves Primo, the Supplier must not transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, or political party, in order to obtain any improper benefit or advantage. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of Primo, or out of funds provided by Primo. Suppliers must furnish a copy of this accounting to Primo upon request.

Supplier agrees that it will promptly notify Primo if an owner, partner, officer, director, or employee of Supplier has been or will become a "Covered Person" (defined below), or a family member of a Covered Person.

**"Covered Person" Defined:** A "Covered Person" includes any current or former foreign official, foreign political party or party official, or foreign candidate for political office. A "**foreign official**" is (i) any officer or employee of a foreign government or any department, agency, or instrumentality of a foreign government, (ii) an officer or employee of a public international organization such as the United Nations or the World Bank, (iii) an individual acting in an official capacity for or on behalf of a government agency,

department, instrumentality, or of a public international organization, (iv) any officer or employee of a company owned or controlled by a foreign government, or (v) a member of a royal family who may lack formal authority but who may otherwise be influential, including by owning or managing state-owned or controlled companies. The definition of "foreign official" includes former foreign officials in cases where the former official has formally left the office but retains influence and the ability to affect procurement decisions or other decisions that might affect Primo's business.

Primo expects Suppliers to adhere to its policies with respect to Gifts, Entertainment and Hospitality. Gifts / entertainment / hospitality may be offered by Suppliers to Primo associates only if: (1) it does not include cash or a cash equivalent (such as gift certificates or vouchers); (2) the gift value must not exceed \$100 USD (or local currency equivalent); (3) it is appropriate in the circumstances, taking account of the reason for the gift, entertainment/hospitality, its timing, value, and local customs; (4) it is given openly, not secretly; and (5) it complies with applicable Anti-Corruption Laws and any other applicable local law.

**B. General:** Primo is committed to uncompromising integrity in all that it does. While standards of conduct are mainly based on laws, they also reflect the values that define Primo. For a complete statement of these values, see Primo's Code of Business Conduct and Ethics on Primo's website at <https://primowatercorp.com/about-us/corporate-governance/>

**C. Confidential Information:** Primo's business information is a valuable corporate asset. Supplier and its employees and directors have an obligation to safeguard confidential information about Primo and to protect it against unauthorized disclosure.

**D. Antitrust and Fair Dealing.** Suppliers will strictly comply with all applicable antitrust laws, trade practice laws and any other laws, rules and regulations dealing, for example, with monopolies, unfair competition, restraints of trade and competition, and relationships with competitors and customers. Suppliers shall deal fairly with all customers and competitors and will not take unfair advantage of any company through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practices. Suppliers will not enter into agreements with competitors and other acts, which may unfairly impact competition, including, but not limited to, price fixing and market allocations.

#### **Section 4. Reporting Potential Misconduct**

Suppliers who believe that a Primo associate, or anyone acting on behalf of Primo, has engaged in illegal or otherwise improper conduct, should report the matter to Primo. The Supplier can contact the associate's manager or use the Primo Ethicspoint® reporting system online or by phone. To reach Ethicspoint®, please visit the website at <https://primowatercompanies.ethicspoint.com> to make a report online or find your local toll-free reporting number. A supplier's relationship with Primo will not be affected by an honest report of potential misconduct.

COMPANY:

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SIGNED:

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NAME (in capitals):

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TITLE/POSITION:

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DATED:

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