



CODE OF BUSINESS CONDUCT AND ETHICS FOR BUSINESS PARTNERS

Stock Spirits Group (**SSG** or the **Group**) is a multinational organization with global reach. The reputation of the Group is one of its greatest assets. Ethics and integrity are fundamental values in our business and daily operations.

All suppliers, consultants, advisors, contractors, customers and other business partners (**Business Partners**) are expected to comply with this Code of Business Conduct and Ethics of Stock Spirits Group (**the Code**) in order to work with the Group.

This Code sets out the standards of ethical, responsible, sustainable, and transparent business conduct that is expected from our Business Partners. Each Business Partner of SSG, its directors, officers, managers and employees and representatives, will be expected to conduct their business accordingly in dealings with SSG and other business partners.

The Code is based on good practices in ethics, including those derived from the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct.

Stock Spirits Group expects its Business Partners in particular to adhere to the highest standards in relation to the following areas, as described in more detailed way further in the Code:

- 1) Compliance with laws and regulations.
- 2) No tolerance for bribery and corruption.
- 3) Compliance with antitrust and competition regulations.
- 4) Personal data protection.
- 5) International sanctions regulations.
- 6) Natural environment.
- 7) Health and safety.
- 8) Consumer health and products safety.
- 9) Anti-slavery practices.
- 10) Confidentiality and information protection.
- 11) Intellectual property protection.
- 12) Anti-money laundering and anti-terrorist financing regulations.
- 13) Supervision of regulatory authorities.

This document aligns with and complements SSG's existing policies and programs, such as SSG's Code of Business Conduct and Ethics, Health and Safety Policy, Equality and Diversity Policy, Anti-Corruption Policy and Gift and Hospitality Policy. This Code is based on internationally recognized human rights frameworks.

Each Business Partner and any person to whom this Code applies is expected to know, understand and comply with this Code and is personally responsible to act within the letter and spirit of the law and to uphold this Code. We will assess our Business Partners' compliance with this Code, and any violations of this Code may jeopardize a business relationship with us, up to and including termination.

Adherence to standards contained in this Code is one of the criteria used in SSG's suppliers and Business Partner selection and evaluation process, which includes continuous monitoring of environmental, social and governance (ESG) performance.



Business Partners are expected to report immediately any breach of the rules expressed in this Code by any representatives, managers or employees of Stock Spirits Group to the following e-mail address: code@stockspirits.com.

SSG encourages everyone to have an active involvement in detecting and preventing misconduct in any areas covered by this Code. We take reports of misconduct seriously, conducting investigations where necessary, and addressing issues appropriately. Retaliation against those who raise ethical concerns in good faith and against Whistleblowers is not tolerated.

1. COMPLIANCE WITH THE LAW

SSG confirms that it conducts its business in accordance with all applicable laws, rules, and regulations of the European Union and the laws and regulations of each jurisdiction outside of European Union which may apply to the business activities of the companies conforming SSG. All Business Partners and their employees shall honour any restrictions placed on their conduct by their local laws, internal regulations or this Code.

The Group expects its Business Partners to conduct its business in strict compliance with all applicable laws and regulations.

Moreover, Business Partners are encouraged to use management systems (*for example but not restricted to Quality Management Systems – ISO9000*) to facilitate continual improvement and compliance to the Code.

Business Partners must not be involved in any way in tax evasion in the course of working with us or on our behalf.

By tax evasion we mean cheating the public revenue or fraudulently evading tax. Tax evasion involves deliberate and dishonest conduct.

2. ZERO TOLERANCE FOR BRIBERY AND CORRUPTION

SSG is committed to ensuring adherence to business ethics. All Business Partners should act in accordance with the principles of integrity and ethics in relations with clients, contractors and whether they are public institution or private entities, in particular Business Partners are committed to carrying on business without bribery or corruption in all markets in which they operate.

SSG expect all Business Partners to be open and transparent about gifts and hospitality provided or received. The occasional modest giving and receiving of appropriate gifts and hospitality may be a legitimate contribution to good business relationships. However, it is essential that they do not influence, nor could be perceived as influencing, business decision making. Gifts / hospitality which influence business decision making may be regarded as bribes and illegal and as such are prohibited. You should ensure that no facilitation payments are made, irrespective of whether or not local law permits them.

You must not make or offer any payment or other promise to any representative of the Group which might be construed as an attempt to influence the judgement of such person to obtain preferential treatment on our behalf or in connection with our business. In case any request for payment, promise or any benefit is made by any representative, manager or employee of the Group, such event must be immediately reported to the Group to the following e-mail address: code@stockspirits.com.

No payments or any benefits, gifts or hospitality should be offered by Business Partners to a government official on behalf of the Group. The Business Partners must not retain a government official to perform services connected to your relationship with the Group without our prior consent.



Lobbying is not to be misused for any corrupt or illegal purposes, or to improperly influence any decision. Moreover, any relationship between the Business Partner and public officials must be in strict compliance with the rules and regulations to which they are subject (i.e., any applicable rules or regulations in the particular country relating to public officials or that have been imposed by their employer). Any benefit conveyed to a public official must be fully transparent, properly documented, and accounted for.

Grants and donations are only given if the Business Partner and/or SSG do not receive, and are not perceived to receive, any tangible consideration in return. Sponsoring is not to be used (or perceived to be used) to receive an improper commercial advantage in return.

3. ANTITRUST AND COMPETITION LAW COMPLIANCE

Antitrust laws are designed to foster competition and to ensure a free and open market for goods and services throughout the European Union and other jurisdictions where similar regulations apply.

It is against the Code to have contacts with competitors that relate, or could be interpreted to relate, to, in particular, price fixing, market or customer sharing, limiting supply, bid rigging, or other matters relating to the restriction, prevention or distortion of the free market competition.

We expect Business Partners to maintain the confidentiality of our information and not to disclose it to third parties. Within your organization our confidential information should only be made available to those who need access to it for the purpose of providing services to us / us providing services to you. In particular, if your business does work with competitors of the Group, you must not share with us information that you receive from, or about, our competitors or their pricing, or vice versa.

4. PERSONAL DATA PROTECTION

Personal data is strictly protected by data protection laws in all member states of the European Union and in many other countries outside it. SSG has a responsibility to ensure that personal data dealt with in the course of its business is handled in accordance with statutory requirements and necessary steps will be taken by all concerned to ensure this duty is observed.

No personal data should be shared with third party processors unless required for business purposes, appropriate contracts are put in place and no transfer of data to any other jurisdiction should take place without complying with applicable legal requirements.

All incidents and concerns related to personal data protection shall be reported, without undue delay, to the following e-mail address: gdpr@stockspirits.com. In this context we expect you to:

Proper protection of personal information: Business Partners shall have the proper organizational structure, processes and procedures to ensure the protection, confidentiality, integrity and availability of information against accidental, unauthorized or unlawful loss, destruction, alteration, disclosure, use or access.

Proper security measures: Business Partners must have adequate policies and procedures in place which address technical and organizational security and take reasonable steps to stay current, and to confirm on a periodic basis, compliance with those.

Compliance with cross-border transfer restrictions: Business Partners must have adequate safeguards, rules and procedures to ensure that they remain in compliance with all applicable laws that govern cross-border data transmissions, where applicable.



5. SANCTIONS REGULATIONS

The number of regulations in relation to economic sanctions imposed by European Union, United States of America and other countries has grown significantly in recent years. SSG will comply with all sanctions laws, regulations, embargoes or restrictive measures to which apply to its business.

SSG expects the Business Partners to maintain necessary measures to ensure compliance with and awareness of the sanctions regulations. In case any of the Business Partners is not compliant with the respective sanctions regulations, SSG will terminate the relationship with such Business Partner immediately.

6. ENVIRONMENT

Every Business Partner is responsible to protect and prevent harm to the public health and welfare and the environment through strict compliance with all applicable laws and regulations. Each of Business Partners is committed to meet the standards of performance on those key aspects of their operations that have environmental impacts and/or implications.

We recognize that addressing global environmental issues is one of the fundamental global challenges of tomorrow. At SSG, we prioritize and expect from Business Partners taking proactive measures to mitigate the environmental impact and contribute to a sustainable future by, in particular, challenging business decisions that do not take into account environmental impact. SSG highly promotes and encourages responsible approach towards packaging, biodiversity conservation and develops sustainable approach towards resources such as water intake, sewage and waste. During SSG's course of business, SSG undertakes actions aiming at reducing carbon footprint and strives for climate neutrality. SSG supports local environmental initiatives and works with its suppliers on numerous programs to reduce environmental impact. The high standards of SSG operations are confirmed by ISO14001 certificate.

7. HEALTH AND SAFETY, WORKPLACE

At SSG health and safety is a key value that guides us in making and implementing our decisions, through which we strive hard to provide a safe, hospitable workplace for all of Business Partners. Every Business Partner must comply with all Group and Local Health and Safety Policies applicable to each jurisdiction in which SSG has businesses.

At SSG, we follow the Life Saving Rules by focusing on areas where the potential consequence of non-compliance with safety rules could be serious injury or loss of life. Each of us is responsible for the safety of both ourselves and our colleagues. Therefore, in line with the Golden Rule, we expect all Business Partners to stop work if conditions or behaviours are not safe. Stopping work is a life-saving attitude and there are no negative consequences for doing so.

The high standards of SSG operations are confirmed by ISO 45001 certificate.

SSG expects its Business Partners to understand the applicable Health and Safety standards for its specific products and services and to augment these standards with the additional product/service specific standards as necessary. The effectiveness of the system needs to be verified by trained and experienced or certified subject matter experts. The health and safety elements include, but are not limited to:

Information, training and supervision: Business Partners shall have programs / systems / procedures in place to ensure that workers know how to work safely and without health risks. They need to provide clear instructions and information to workers, as well as adequate training and supervision. Make sure

you take into account workers with special training needs, for example new hires, those changing jobs or taking on additional responsibilities, young workers and health and safety professionals.

Managing risks: Business Partners shall have programs / systems / procedures in place to protect your employees and others from harm. The minimum requirements to be met are to:

- identify what could cause injury or illness in the company (hazards)
- decide how likely it is that someone could be harmed and how serious (risks)
- take action to eliminate the hazard or, if this is not possible, control the risk.

Risk assessment is only one part of the overall workplace risk control process.

Worker protection: Business Partners shall have programs / systems / procedures in place to protect workers from exposure to chemical, biological, physical and psycho-physical hazards in the workplace.

Emergency preparedness and response: Business Partners shall develop and distribute emergency plans across their facilities and company-provided living quarters. Suppliers should minimize the potential impact of any emergency by implementing suitable emergency plans and response process.

8. CONSUMER HEALTH AND PRODUCT SAFETY

SSG makes due efforts to ensure the highest level of quality of its products and subsequent customer experience and satisfaction, in particular all products offered by SSG must meet the required standards in accordance with the quality management system.

9. ANTISLAVERY

SSG strictly prohibits the use of slavery, including modern slavery or human trafficking in its supply chain and has a zero-tolerance policy for violations. Modern slavery is a term not directly defined by applicable provisions of law, it refers however to situations of exploitation that a person cannot refuse or leave because of i.e. threats, violence, coercion and/or abuse of power, especially for commercial gains. Modern slavery includes i.e. forced labour and child labour. SSG is determined to take the necessary measures to promote fair and ethical recruitment in its operations and supply chain, especially for individuals who may be at increased risk of malpractice, such as migrant and other vulnerable workers.

It is essential that all of our Business Partners, in particular the suppliers, must comply with all applicable labour laws, rules, and regulations, including but not limited to, all laws forbidding the facilitation, or any other use of slavery or human trafficking.

Particularly important aspects are:

Labor rights: Business Partners shall be committed to uphold the human rights of workers and to treat them with dignity and respect. In particular it means that:

Freely chosen employment Business Partners shall not use forced labor, including, bonded, indentured or involuntary prison labor or engage in any form of slavery or human trafficking.

Establish management systems: Business Partners shall have a nominated person with responsibility for HR at each site to ensure that all onsite workers have freely chosen to be there and are fully paid for the work they do.

Free labour: Laborers are free to leave their jobs after reasonable notice and are paid on time and in full for the work they have done prior to leaving.



Retention of identity papers/passports: Workers are not required to hand over their identity papers to secure employment unless required to do so by local law. If required, workers have access to their papers at all times.

Freedom of movement: Workers are able to freely come and go from the site or onsite accommodation at all times and are not controlled by security guards.

Cash deposits: Workers are not required to pay “deposits” to secure a job or employer-provided accommodation, nor do they pay excessive “deposits” for tools, training or personal protective equipment necessary to carry out their jobs safely.

Child labour and young workers: Suppliers shall not use child labor or employ any young Workers below the local minimum working age. In particular it means that:

Child labour: Children below the local minimum working age, the age of compulsory education or the ages set out in the International Labor Organization Core Conventions (whichever is higher) are not employed. A child is:

- Any young person below the ages defined in the International Labor Organization Core Conventions, which is 15 in Developed Countries or 14 in Less Developed Countries.
- Any young person below the local legal minimum working age where this is higher than 15.
- Any young person below the age of local legal compulsory education where this is higher than 15.

Remediation: If children are found working, an appropriate remediation procedure to ensure the welfare of the child is put in place. If children are found working, suppliers will:

- Stop the child work immediately.
- Put in place a suitable plan to support the child, which may involve covering the cost of formal or vocational training, accommodation, or other costs as necessary.

Young workers: Young people under the age of 18, legally able to work, do not carry out any hazardous work (chemical handling, strenuous physical labor, etc.) or night shifts, and all applicable local laws are followed, including access to education, training, health checks and number of hours allowed to work, etc.

Non-discrimination

Business Partners shall provide a workplace free of harassment and discrimination. Discrimination for reasons such as race, color, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, pregnancy or marital status is not tolerated.

Management systems: A nominated person with responsibility for HR (*for example: Ethics Champion, Ethics Lead, Whistleblower Officer, HR Director*) ensures adequate policies and procedures are in place at each facility to ensure adequate policies and procedures are in place so that all workers receive fair treatment; prevent discrimination as well as manage effective disciplinary procedures. It means that all workers know to whom they can report incidences of discrimination. Moreover, workers understand disciplinary and grievance procedures, and fines imposed on workers as part of a disciplinary action are legal and fair. Supervisors and managers found abusing workers are disciplined accordingly.

Non-discrimination: Workers do not face harassment or discrimination at any time (from recruitment to leaving employment) for any reason such as race, color, race, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, pregnancy or marital status.



Potential recruits are not pregnancy-tested unless required by local law and pregnant women are not discriminated against in accordance with local laws.

Fair treatment: Business Partners shall provide a workplace free of and with no threat of harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers.

Harassment or abuse: Workers neither face nor are threatened with bullying, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse.

Role of security personnel: Workers are not subject to unreasonable body searches. Physical security searches are only carried out by authorized bodies, according to local legal standards, and by same-sex security guards.

Wages, benefits and working hours

Business Partners shall pay workers according to applicable wage laws, including minimum wages, overtime hours and mandated benefits. They shall communicate in a timely manner with workers regarding the basis upon which they will be paid. They are also expected to communicate with the worker whether overtime is required and the wages to be paid for such overtime. In particular it means that:

Management systems: A system is in place to monitor the hours and wages paid to all agency staff onsite, and complete hours and payroll records are kept for all workers onsite at all times.

Wages: Workers are not required to do unpaid work. Workers' monthly pay, or piece rate, is at least at local legal minimum wages or industry benchmarks, and is paid regularly and in full, in accordance with local laws.

Overtime – pay: Overtime is paid according to all local laws, and where these do not exist, as a minimum at the same rate as normal pay, but ideally at a premium rate.

Benefits and bonuses: All legally required benefits and bonuses are paid to workers on time and in full.

Working hours: Working hours are aligned with local laws or industry benchmarks.

Overtime Hours: Overtime is voluntary, and workers do not regularly work more than 8 hours of overtime per week or in line with local regulations.

Time-off and breaks: Workers are given time off and breaks in accordance with local laws.

Communication: Payment terms are communicated to workers before they start and confirmed in writing. Workers receive written pay slips in the language which they can understand. Deductions for disciplinary issues, lateness and absence are only taken in accordance with local laws.

Freedom of association and collective bargaining: Open communication and direct engagement with workers to resolve workplace and compensation issues are encouraged. Business Partners shall respect the rights of workers, as set forth in local laws, to freely join or not join labor unions, seek representation and join workers' councils. Workers shall be able to communicate openly with management regarding working conditions without threat of reprisal, intimidation or harassment. In particular it means that:

- **Collective bargaining:** Workers are able to bargain collectively and understand how to raise issues if they wish. Where collective agreements are in place, they are communicated to all workers in a language they can understand.
- **Trade union/worker representation rights:** Workers are freely able to join or form a trade union or worker committee without fear of reprisal or discrimination. Worker representatives are granted reasonable time and access to facilities, such as meeting rooms, to carry out their role, in



accordance with local laws. Where trade unions are restricted by local laws, workers are able to form committees, if they wish to.

10. CONFIDENTIAL INFORMATION, INFORMATION SECURITY AND ICT COMPLIANCE

All Business Partners should acknowledge that some or all of the confidential or sensitive information they have access to while performing business with SSG, may become unpublished price sensitive.

SSG pays attention to all risks associated with its activity, including information and communication technologies (ICT) security. Network and information systems constitutes important element of SSG's day-to-day business. ICT development has led to an expansion of the cyber threat landscape, bringing out new challenges. The number, frequency and impact of incidents are increasing, and in many aspects, they may present a threat to the functioning of SSG's operations. Cybersecurity effectiveness is therefore essential for the proper functioning of business. All Business Partners shall follow good practices and rules established by the SSG as regards confidentiality and information security.

Business Partners shall notify SSG for any suspected or actual data breach concerning the services/deliverables/goods provided. Business Partners shall appropriately assist SSG in any investigations in response to a data or information breach.

11. INTELLECTUAL PROPERTY

Intellectual property such as trademarks, copyright, patents, domain names, trade secrets, business concepts and know-how ("IP") needs to be legally protected due to its critical value to SSG's brands and businesses. It is the responsibility of each Business Partner to ensure that the IP is duly respected according to rules set out in applicable provisions of law and business best practices, also with reference to possible use of IP by third parties.

12. THIRD-PARTY ASSESSMENT, ANTI-MONEY LAUNDERING AND ANTI-TERRORIST FINANCING

SSG conducts its activity in such a manner to not facilitate money laundering and terrorist financing. For these purposes SSG intends to specify activities, principles and rules of procedure of the SSG and its Business Partners in respect of counteracting money laundering and terrorist financing. Additionally, any guidelines and/or instructions issued or given with this regard by SSG should be followed by Business Partners.

13. CONTROLS OF COMPETENT SUPERVISORY AUTHORITIES

SSG operations can be subject to investigations and/or controls of competent supervisory authorities in particular jurisdictions. SSG puts every effort to cooperate with such supervisory authorities and to ensure the course of such control/investigation is in line with local and/or transnational laws. All engaged Business Partners must be aware of potential consequences of their actions taken under investigation and/or control (e.g., significant financial penalties) that may arise towards the SSG, companies belonging to the Group, and – in some cases in specific jurisdictions – towards the individuals involved.

14. BREACH OF THE POLICY AND QUESTIONS IN PRACTICE

It is the responsibility of each Business Partner by action and supervision as well as continuous review, to ensure strict compliance with the Code. SSG may take protective action, up to termination of contract, against any Business Partner who violates the Code.



The Chief Legal Counsel is the key contact regarding the Code and any questions or concerns as to the impact of the Code on the day-to-day business dealings of the Group and Business Partners shall be referred on the email: code@stockspirits.com.

Any Business Partner of SSG who suspects or becomes aware of any violation of applicable law, or the Code, must immediately report the violation on the email code@stockspirits.com. In addition, SSG has Whistleblowing platform (website adress: <https://whistleblowersoftware.com/secure/stockspiritsgroup>) which is available to report any such matters. This SSG Whistleblowing platform permits anonymous reports to be made (subject to any local legal restrictions). The Group will not take any retaliatory action against any person including Whistleblowers who makes a good faith report of such matters. Guidelines on how to use the SSG Whistleblowing platform and details about conducting internal investigation can be found in the Whistleblowing Policy available on our website <https://www.stockspirits.com/>. Save for any exceptions which must be agreed internally, all potential third parties and Business Partners retained by the Group shall agree in writing to comply with the Code by signing a declaration or the contracts they sign with SSG Group.

Exceptions to the Code must have prior written approval of the Chief Legal Counsel, who will ensure that the necessary opinions are obtained to confirm that those exceptions do not violate any applicable laws and it is concluded that the exception is in the best interests of SSG.

NB. Stock Spirits Group, in its sole discretion, reserves the right to change, modify, or terminate this policy for SSG at any time.

Approved on July 30, 2024 by:
Jean-Christophe Coutures
Chief Executive Officer
Stock Spirits Group