



## Keurig Dr Pepper Supplier Code of Conduct

### PURPOSE

Keurig Dr Pepper (“KDP” or “Company”) is committed to high standards of social and environmental responsibility and ethical conduct. KDP has created this Code as an extension of our own Corporate Code of Conduct to form the cornerstone of our commitment to responsibly source our products. It also reflects and is aligned with KDP’s Human Rights Position Statement, Modern Slavery Statement Respectful Workplace and Anti-Harassment Policy, and other applicable KDP policies. This Code defines the universal standards that we require our suppliers to adhere to when conducting business with KDP. The requirements laid out in the Code are based on internationally recognized standards, including the UN Guiding Principles on Business and Human Rights, the Universal Declaration of Human Rights, the UN Global Compact Principles and the International Labour Organisation (ILO) Declaration on Fundamental Rights and Principles at Work.

### SCOPE

The term “Supplier” or “Suppliers” means any person or entity that is the source for goods or services for the Company, back to the primary production level. The Code is applicable to all workers and employees of such suppliers (including permanent, temporary, contract agency and migrant workers), regardless of the employer of record. This includes all workers providing work at a supplier location, such as under an employment agency or service provider. It also applies to any subcontractors and third-party labor agencies. We expect our direct Suppliers to support our commitment to full compliance with this Code via the development and implementation of an equivalent policy and risk-based due diligence and monitoring process over their own supply chains.

This document must be read in conjunction with our **Product-Specific Standards**, which provide the accompanying auditable standards for specific supply chains. Where there is an applicable Product Specific Standard, that Standard prevails over this Code for applicable supply chain tiers. In the absence of a Product Specific Standard for a Supplier’s specific supply chain type and tier, this Code prevails.

KDP reserves the right to regularly ask Suppliers to confirm adherence to this Code.

### **1. BUSINESS ETHICS**

- a. Compliance with Law:** Suppliers’ business activities must comply with applicable laws and regulations in the countries and jurisdictions in which they operate. They must also comply with all other applicable international laws and regulations, including those relating to international trade, sanctions, export controls, antitrust/competition and privacy and data protection. Where local law and this Code address the same topic, the supplier shall meet the requirement which affords greater protection.



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- b. Bribery/Corruption:** All forms of bribery, kickbacks, corruption, extortion, embezzlement and unethical practices are prohibited, and Suppliers must have a zero-tolerance policy and prohibit any such behavior. Suppliers must not take any action that would violate, or cause KDP to violate, any applicable anti-bribery law or regulation, including the U.S. Foreign Corrupt Practices Act.
- c. Gifts/hospitality:** Any business entertainment or hospitality with KDP staff, auditors, government officials or other third parties must be reasonable and customary under the circumstances of the relationship and not intended to influence in any way business decisions with KDP or other third parties.
- d. Conflicts of interest:** Suppliers will declare any conflict of interest in any business dealings with KDP and will actively seek to avoid such conflicts.
- e. Subcontracting:** KDP does not allow subcontracting or assigning any agreement with, or service to KDP, without KDP's prior written consent.
- f. Privacy and Data Protection:** Suppliers must implement and maintain reasonable technical and organizational security measures, procedures and practices appropriate to the nature of any personal information they process on KDP's behalf, and protect such personal information from unauthorized access, destruction, use, modification, or disclosure. These security measures must meet or exceed applicable industry standards and any obligations set forth in applicable law.
- g. Intellectual Property:** KDP's confidential information and intellectual property must be safeguarded and must not be shared with any third party unless expressly permitted by KDP. Suppliers will not divulge to KDP any information that is not in the public domain. Any authorized transfer of confidential information shall be done in a way that protects intellectual property rights.
- h. Traceability, materials and facility disclosure:** Suppliers must be able to disclose the country of origin for the primary materials for all deliveries made. KDP reserves the right to ask suppliers for a full supply chain map in order to facilitate risk assessment and gauge compliance in the upstream supply chain, including disclosure of all known farms and facilities used to produce products or services for KDP. At KDP's request, suppliers are expected to provide to KDP reports on the occurrence of substances in, or origin of, any materials supplied to KDP that may be restricted by, or require disclosure to, governmental bodies, customers and/or recyclers. Suppliers are required to provide declarations that all materials used in manufacturing of the products meet KDP's Chemical Management Policy and all applicable regulatory requirements.
- i. Animal rights:** Suppliers shall strive to avoid animal testing altogether. Where it cannot be avoided, suppliers must have a responsible animal testing policy and procedures in place.



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### 2. LABOR AND HUMAN RIGHTS

- a. **Freely Chosen Employment:** All forms of involuntary labor – including forced, coerced, bonded (including debt bondage), involuntary or exploitative prison, slavery, trafficked or indentured labor or other forms of forced labor – are prohibited in all tiers of our supply chains.
- All work must be voluntary and employers will not take actions to prevent workers from terminating their employment.
  - Workers’ freedom of movement must be unrestricted during recruitment, transportation, at the workplace or at company or agent-provided housing.
  - Employment agreements must meet local law, inform workers of their legal rights and key terms and conditions of employment in a language understood by the worker, and be concluded before work has commenced. If employment contracts are not legally required, workers must at the very least be informed of the terms and conditions of employment, in a language understood by them, prior to starting work.
  - Employers and agents must not hold, destroy or otherwise deny access by employees to their identity, immigration, travel or personal documents. If such actions are required to process employment documentation, employers must mitigate the impact on workers via proactive communication, such as explaining to workers why their identity documents were held, noting the specific law requiring it, and clarifying that if a worker required their documents for a specific matter, that the documents can be returned for a limited time.
  - Suppliers shall pay all fees and related costs associated with the recruitment of workers and ensure that applicants or selected workers do not pay any fees, expenses, or deposits in connection with their application or employment.
- b. **Child Labor and Young Workers:** Child labor is prohibited.
- In alignment with ILO Conventions 138 and 182, the minimum employment age must be no lower than 15, or 14 in some developing economies, as long as this aligns in that country with the end of compulsory education.
  - All employment of young workers, defined as workers under the age of 18, including apprentices or vocational students, must comply with laws and regulations on the minimum working age and the compulsory age for schooling. Workers under the age of 18 must not be involved in the worst forms of child labor, including involuntary labor (as defined above), sexual exploitation, or work likely to have negative impacts on their mental or physical health and safety, and moral development.
  - Children under the minimum age of work (14 or 15) may help at their family’s business only if they perform light work that meets the standards above and does not interfere with, and is complementary to, education.



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- Suppliers must take the necessary preventive measures to ensure that they do not employ anyone under the applicable legal minimum age of employment. Examples of preventive measures include, but are not limited to, age verification systems, training for managers, and communicating with suppliers about child labor issues.
- c. Freedom of Association and Collective Bargaining:** Suppliers must respect workers' rights to freedom of association and collective bargaining.
- Freedom of association covers workers' efforts to freely form, join or refrain from joining unions or other workers' organizations, and to elect union leaders free from employer interference.
  - Where employees are represented by trade unions or work councils, Suppliers will cooperate and negotiate in good faith with the bodies that employees collectively choose to represent them.
  - Suppliers shall not retaliate in response to the exercise of such rights.
- d. Regular Employment Status:** Work performed must be on the basis of a recognized employment relationship. Obligations to employees under labor or social security laws and regulations arising from a regular employment relationship shall not be avoided, such as through sub-contracting, exploitive use of fixed-term employment contracts, or through apprenticeship schemes with no real intent to impart skills or provide regular employment.
- e. Wages and Benefits:** Suppliers must ensure workers receive wages and benefits that meet, at a minimum, national legal standards or collective agreements, whichever are higher.
- Suppliers are encouraged to go beyond legal minimum standards and to ensure wages are sufficient to meet basic needs and provide discretionary income.
  - All wages must be paid in a regular and timely fashion, with frequency not exceeding one month.
  - Withholding of wages and disciplinary pay deductions are prohibited.
  - Women and men must be compensated equally for work of equal value.
  - All overtime work must be paid at the legally mandated overtime rate, or in the absence of this, a premium wage, including where workers are paid piece rates.
  - Disciplinary pay deductions are prohibited.
  - For each pay period, workers must be provided with a timely and understandable wage statement with detailed information about the particulars of their wages that includes sufficient information to verify accurate compensation for work performed.
  - Supplier must provide other benefits, including sick leave and maternity leave, which meet or exceed local laws and standards.



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- f. **Working Hours:** Regular and overtime working hours must comply with the law and not be excessive or negatively impact workers' health and safety.
- Employees' combined regular and overtime working hours shall not exceed legal limits or 60 hours per week, whichever is lower.
  - Workers are provided one day of rest every 7 days.
  - These requirements may be amended in cases of legally binding collective bargaining agreements, or due to unusual or exigent circumstances, such as work that is continuous in nature.
  - Any mandatory overtime obligations must be communicated to the worker prior to time of hire and in advance of the overtime shift. Workers must also have access to an exception to the obligation in cases of emergencies or unusual situations.
- g. **Humane Treatment:** All workers must be treated with respect and dignity. Harsh and inhumane treatment is prohibited, including any physical or sexual harassment or abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; or the threat of any such treatment.
- h. **Discrimination:** Suppliers shall commit to a workforce free of discrimination.
- All employment decisions (including recruitment, hiring, termination, compensation, promotion and discipline) must be based exclusively on qualifications, skills, performance, experience and willingness to do the job. There shall be no discrimination in the workplace, and in hiring and regular employment practices including salary, benefits, training, professional advancement, discipline, termination, retirement or other on the basis of sex, race, color, national or ethnic origin, ancestry, religion, age, marital/civil union status, gender identity or expression, transgender status, physical or mental disability, place of birth, pregnancy, veteran status, sexual orientation, genetic information, or any other status protected by law.
  - Except where required by applicable laws or regulations or prudent for workplace safety, supplier shall not require pregnancy or medical tests and shall not improperly discriminate based on test results.
- i. **Respect for Community Rights to Land:** Suppliers shall respect the rights and titles to property and land of individuals, indigenous peoples and local communities. Negotiations regarding property and land shall adhere to principles of free, prior and informed consent, as well as contract transparency and disclosure.



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### 3. HEALTH AND SAFETY

- a. **Working conditions:** Suppliers must provide a safe and hygienic work environment, as appropriate for the industry, geography and workforce.
- Feasible and effective steps must be taken to prevent accidents and injuries to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the work environment. These steps include ensuring building and fire safety, safety of machinery, equipment and chemicals in compliance with all applicable laws and regulations.
  - Workers shall receive applicable health and safety training, including training related to exposures that could endanger men's and women's reproductive health and pregnancy or lactation.
  - Where needed, workers must be provided free of charge with appropriate, well-maintained, personal protective equipment and educational materials about the risks associated with these hazards.
  - Suppliers shall respect workers' right to refuse unsafe work and to report unhealthy working conditions.
- b. **Emergency Preparedness:** Potential emergency situations and events (such as fires, earthquakes, and chemical exposures) must be identified and assessed, and their impact minimized by implementing emergency plans and response procedures. In buildings, emergency exits must be unlocked and unblocked at all times.
- c. **Basic services:** Workers must have access to potable drinking water and clean toilet facilities at all times at the workplace and at any company- or third party-provided housing, as well as sanitary food preparation, storage and consumption areas, and adequate lighting, temperature management and ventilation.
- d. **Accommodation:** Accommodation, where provided, must be clean, safe, meet the basic needs of workers, and conform to the country's laws. Accommodation shall meet or exceed the basic levels afforded in the local community. Workers must have freedom to enter and leave at will.

### 4. ENVIRONMENTAL SUSTAINABILITY

- a. **Environmental permits:** Suppliers must obtain, maintain and keep current all required environmental permits (e.g. discharge monitoring), approvals and registrations and follow their operational and reporting requirements.



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- b. Resource consumption, pollution prevention and waste minimization:** Business shall be conducted in a manner which proactively embraces sustainability. Suppliers shall optimize their consumption of natural resources, including energy and water.
- c. Environmental impact management:** KDP encourages its Suppliers to identify, set targets and implement action plans for reducing environmental impacts in the areas of water, wastewater, energy, greenhouse gas emissions, waste and packaging, as appropriate.
- d. Hazardous materials and product safety:** Suppliers must identify and reduce the use of hazardous materials, chemicals and substances and also ensure their safe handling, storage and disposal. All applicable employees must be aware of and trained in related safety procedures.

### 5. POLICIES, PROCESSES AND PROCEDURES

Suppliers will develop and enforce policies and procedures, as well as allocate sufficient human and financial resources, to ensure compliance with all aspects of this Code. This includes ensuring transparent and accurate record-keeping and maintaining such records to demonstrate compliance with applicable laws and this Policy. Suppliers must maintain management systems for risk assessments, training, performance measurement, accountability and documentation.

- a. Grievance mechanisms:** Suppliers must have systems in place to enable fair, confidential and anonymous grievance reporting and follow-up without fear of reprisal. This grievance mechanism shall be transparent, understandable and accessible to all workers and is meant to include worker whistleblower protections. Suppliers are also encouraged to actively solicit worker feedback.
- b. Audits and Corrective Action Process:** KDP reserves the right to verify compliance with the Code through internal or third-party assessments and to require implementation of corrective actions toward meeting the Policy.
- c. Quality and safety:** Suppliers must apply rigorous safety and quality standards throughout the supply chain and comply with all product quality and safety standards, including current Good Manufacturing Practices, laws, and regulations. Suppliers should immediately report and address any product or safety issues.

### 6. CONTINUOUS IMPROVEMENT AND REPORTING OF CONCERNS OR VIOLATIONS



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KDP expects suppliers to continuously improve their performance in line with this Code. We expect suppliers to report any ethical concerns or violations by any KDP employee or agent acting on behalf of the supplier or KDP.

You may report a concern or violation in the following ways:

- **Call:** 800-349-4248 (U.S. & Canada) or 001-888-243-8076 (Mexico).
- **Mail:** Attn: General Counsel | Keurig Dr Pepper | 6425 Hall of Fame Lane | Frisco, TX 75034.
- **Web:** <https://www.integrity-helpline.com/kdp.jsp>





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### PRODUCT-SPECIFIC STANDARDS – effective June 2023

As a company that procures a variety of diverse products and services, KDP has created a Supplier Code of Conduct that outlines the universal requirements across all suppliers and supply chain types.

For our most important supply chains, we also specify product-specific sustainable sourcing programs that provide an auditable standard and required mechanism to monitor compliance (“Product-Specific Standards”). This document outlines those product-specific programs.

The programs, and their accompanying standards, are regularly reviewed by KDP and may change over time. As such, the Supplier Code of Conduct and the Product-Specific Standard documents should always be read in conjunction with one another.

***Below are the supply chains for which we currently have Product-Specific Standards.***

Supply Chain Type	Programs/Auditable Standards
<b>Appliance supply chains</b> Suppliers will be risk assessed and, if necessary, asked to undergo an audit. The scope includes brewers, brewer components, brewer accessories and appliance packaging. Regardless of whether an audit is requested, suppliers are expected to follow the referenced program.	Responsible Business Alliance (formerly the EICC) Code of Conduct and Code Interpretation Guidance.
<b><i>Suppliers of appliance products/parts that contain 3TG</i></b>	KDP Conflict Minerals Policy
<b>Green Coffee</b> By 2020, 100% of our green coffee purchases will meet an accepted sustainability program.	Any of the following programs/standards are accepted: Fair Trade USA Fairtrade International Rainforest Alliance ofi AtSource Entry Verified 4C Mercon’s LIFT Louis Dreyfus Company’s Responsible Sourcing Program Advanced
<b><i>Suppliers of Brazilian Green Coffee</i></b>	KDP Brazilian Coffee Sourcing Policy
<b>Cocoa</b>	Any of the following programs/standards are accepted: Fair Trade USA Fairtrade International Rainforest Alliance

If you have any questions about these standards, please contact your key point of contact within KDP.