

## SUNTORY'S HUMAN RIGHTS PROVISIONS

### 1. Definitions

**Human Rights** means any and all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work.

**Human Rights Due Diligence Questionnaire** means Suntory's human rights due diligence questionnaire, as amended by notice from Suntory to the Supplier from time to time.

**International Bill of Human Rights** means the Universal Declaration of Human Rights, International Covenant on Civil and Political Rights, and International Covenant on Economic, Social and Cultural Rights.

### 2. Compliance with Human Rights laws and responsibility to respect Human Rights

2.1 In performing its obligations under the Agreement, the Supplier shall, and shall ensure that all of its directors, officers and employees shall comply with (i) all applicable laws, statutes, regulations and codes relating to human rights from time to time in force, and (ii) the "Suntory Group Human Rights Policy", as well as the "Suntory Group Supplier Guidelines", and other policies of Suntory relating to human rights from time to time in force available on Suntory Group's Sustainability Web Site.

2.2 The Supplier shall use its best efforts to ensure that its subcontractors and suppliers, and all other persons associated with it (collectively, the "**Supplier's Contractors**") comply with the same obligations which the Supplier has under Clause 2.1.

### 3. Responsibility to respect Human Rights

3.1 In performing its obligations under this agreement, the Supplier shall respect Human Rights and ensure that its operational policies reflect its commitment and responsibility to respect Human Rights in accordance with the UN Guiding Principles on Business and Human Rights, which shall include the following:

- (a) use its best efforts to implement due diligence procedures in accordance with the UN Guiding Principles on Business and Human Rights and all laws, statutes, regulations and codes relating to Human Rights from time to time in force ("**Human Rights Due Diligence**") for its own operations, and the operations of Supplier's Contractors OR, to identify, prevent and mitigate any potential or actual adverse Human Rights impact resulting from its activities or through its relationships with Supplier's Contractors;
- (b) remediate any actual adverse Human Rights impact which it causes or to which it contributes, as soon as is practicable, including through, as appropriate:
  - (i) providing adequate compensation or other appropriate remedy to any victim of the adverse impact;
  - (ii) addressing the cause of the adverse impact so as to avoid further similar adverse impacts; and
  - (iii) revising its operational policies and procedures, and taking any other action as may be necessary to avoid similar adverse impacts in the future.

#### **4. Representations and Warranties**

4.1 The Company represents and warrants that:

- (a) it and its subsidiaries comply with all laws, statutes, rules and regulations relating to Human Rights from time to time in force, and the “Suntory Group Human Rights Policy”, as well as “the Suntory Group Supplier Guidelines” and other Suntory policies relating to Human Rights from time to time in force;
- (b) neither the Supplier nor any of its directors, officers, employees or other persons associated with it: (i) has been or is convicted of any offence involving an adverse Human Rights impact; and (ii) has been or is the subject of any investigation, inquiry or enforcement proceeding by any government, administrative or regulatory body regarding any offence or alleged offence of any Human Rights, or any action or practice that may have an adverse Human Rights impact; and
- (c) its responses to any Human Rights Due Diligence Questionnaire are complete and accurate.

#### **5. Due Diligence**

5.1 The Supplier shall, at the request of Suntory, cooperate with the Human Rights Due Diligence of Suntory or its group entities, and shall provide access to its personnel, records and workplaces, provide all information, and do all things necessary for such Human Rights Due Diligence. The Supplier shall, at the request of Suntory, promptly take measures to remedy, prevent or mitigate any actual or potential Human Rights Impact identified in the course of such Human Rights Due Diligence by Suntory or its group entity.

5.2 The Supplier shall respond to any Human Rights Due Diligence Questionnaire by the date specified in the relevant Human Rights Due Diligence Questionnaire. The Supplier shall provide responses which are up-to-date, complete, accurate and not misleading.

#### **6. Reports**

6.1 The Supplier shall notify Suntory as soon as reasonably practicable if it becomes aware:

- (a) of any potential or actual adverse Human Rights impact resulting from its activities or through its relationships with Supplier’s Contractors;
- (b) that its responses to Suntory’s Human Rights Due Diligence Questionnaire are no longer complete or accurate;
- (c) that it or any of its directors, officers or employees or any other person associated with it:
  - (i) has been or is convicted of any offence involving a breach of Human Rights; or
  - (ii) has been or is the subject of any investigation, inquiry or enforcement proceeding by any government, administrative or regulatory body regarding any offence or alleged offence of any Human Rights, or any action or practice that may have an adverse Human Rights impact; or
- (d) of any actual or potential breach of its obligations under Clause **Error! Bookmark not defined.**1 to Clause 5.

6.2 and shall promptly take measures to remedy the above and report to Suntory on the results of such measures.

**7. Record keeping and audits**

- 7.1 The Supplier shall maintain records which are reasonably necessary to trace the supply chain of all goods and services it is providing to Suntory in connection with the Agreement.
- 7.2 The Supplier shall permit Suntory and its third-party representatives to inspect the Supplier's premises and records, and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under Clause 1 to Clause 5; and
- 7.3 The Supplier shall, at Suntory's request, (a) inspect the premises and records of the Supplier's subcontractors or suppliers, and (b) enable Suntory to inspect the premises and records of the Supplier's subcontractors or suppliers, have access to personnel of the Supplier's subcontractors or suppliers and require the Supplier's subcontractors or suppliers to accept an audit by Suntory or its third party representatives on their compliance with their commitments and obligations regarding Human Rights.

**8. Indemnity**

In addition to and without limiting any other obligation under this Agreement, the Supplier shall indemnify and keep indemnified Suntory against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by Suntory as a result of any breach of Clause 1 to Clause 6.

**9. Termination**

- 9.1 If Suntory determines that the Supplier is in violation of any term of Clause 1 to Clause 6, then, in addition to any other rights and remedies Suntory may have under [the Agreement or at law or in equity, Suntory shall have the right to require the Supplier to implement corrective measures in accordance with a corrective action plan reasonably approved by Suntory within the time set forth in the corrective action plan and to suspend purchases or any other transaction while the Supplier implements the corrective measures.
- 9.2 If the Supplier does not implement corrective measures in accordance with the corrective action plan to the satisfaction of Suntory within the required time period, then Suntory may immediately cancel the affected purchases or transaction and terminate the Agreement without any liability or further obligation to the Supplier.