

SUNTORY'S SUSTAINABILITY REQUIREMENTS

1. DEFINITIONS

- 1.1 **"ESG"** means environmental, social and governance factors and standards including those which are human rights or climate related.
- 1.2 **"ESG Law"** means all applicable laws relating to ESG insofar as the same relate to the Parties or either of them, the Products or use of the Products.
- 1.3 **"Sustainability Policies"** means the Suntory's ESG-related policies, as notified to the Supplier from time to time.
- 1.4 **"Sustainability Targets"** means the Suntory's sustainability-related targets, as notified to the Supplier from time to time.

2. SUSTAINABILITY

2.1 The Supplier shall:

- 2.1.1 endeavour to work towards the Sustainability Targets and not do or omit to do anything that affects Suntory's ability to meet the same;
- 2.1.2 not do anything inconsistent with the Sustainability Policies;
- 2.1.3 comply with ESG Law and will not do or omit to do anything which causes itself or Suntory to be in breach or commit an offence under ESG Law;
- 2.1.4 promptly provide such assistance and information (in the format specified by Suntory) as Suntory reasonably requests: (a) relating to the Supplier's compliance with this Clause [2], or (b) in order to facilitate Suntory's compliance with any ESG-related regulatory requirement or the production of any ESG-related reports and/or disclosures;
- 2.1.5 until the date falling two years after the date on which all obligations under this Agreement have been fulfilled, maintain and provide to Suntory upon request, detailed records of the Supplier's compliance with this Clause [2], and the ESG-related impact of the Products and the supply thereof;
- 2.1.6 at the Supplier's sole cost and expense, maintain a membership with the Supplier Ethical Data Exchange ("Sedex") in good standing;
- 2.1.7 participate with Suntory in continuous improvement activities, including but not limited to data reporting, risk assessment analysis, Sedex evaluations, surveys or audit results, corrective actions to remedy issues, actions towards achieving applicable Science-Based Targets initiatives (SBTi) or mutually agreed upon target; and
- 2.1.8 provide an approved 2030 GHG Reduction Road Map, inclusive of gap analysis, corrective actions and reporting cadence by such dates notified by Suntory.

2.2 Suntory may disclose any information and records provided to it pursuant to this Clause [2]:

2.2.1 to its customers or corporate group, professional advisors, consultants or potential investors (subject to appropriate confidentiality restrictions); or

2.2.2 as required by any ESG Law or in order to comply with any ESG-related disclosure, reporting or regulatory requirement.

2.3 The Supplier shall permit authorised representatives of Suntory (including external auditors) to visit its premises (and those of its suppliers and subcontractors) or any other location from which the Products may be provided and to access its IT system and records (and those of its suppliers and subcontractors), in each case at reasonable times in order to:

2.3.1 fulfil any ESG-related request by any regulatory authority or auditor; or

2.3.2 enable Suntory to fully comply with all ESG Laws,

and the Supplier shall, and shall procure that its suppliers and subcontractors shall, provide each person exercising Suntory's rights pursuant to this Clause [2.3] with all reasonable cooperation, access and assistance.

2.4 Without prejudice to any other rights and remedies of Suntory under this Agreement, in the event:

2.4.1 Suntory identifies a reasonable risk that the Supplier or any of its suppliers or subcontractors has committed a breach of ESG Law; or

2.4.2 the Supplier has done anything which is or might reasonably be expected to be materially prejudicial to Suntory's reputation, the Sustainability Targets or the Sustainability Policies,

Suntory may, at its sole discretion require the Supplier to prepare, agree with Suntory and thereafter implement a remediation plan in relation to the same or terminate or suspend any obligation it has to purchase any goods or services or any particular quantity thereof the Agreement in whole or in part, without any further obligation and be indemnified for any loss arising from the same, effective twenty (20) days after receipt by the Supplier of a notice of termination, unless the Supplier has cured the relevant default within the said twenty (20) days' period.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]