



Primo Brands Guiding Principles

Primo Brands Corporation, a Delaware corporation on behalf of itself and its subsidiaries and affiliates (each and collectively “Primo Brands”) believes in operating with transparency, integrity and fairness in all our relationships and anticipates that our “Suppliers” – our vendors, suppliers, consultants, contractors, agents, subcontractors, and their employees will be guided by the same principles. These Primo Brands Guiding Principles (“Principles”) were developed to provide a framework to guide all Primo Brands’ relationships. These Principles set forth the minimum standards that we ask our Suppliers to respect and adhere to; however, they are not intended to replace your legal or other compliance obligations. Violation by a Supplier of these Guiding Principles may lead to serious administrative and operational action, up to and including termination of contracts for breach and/or the elimination of a Supplier from Primo Brands’ bidders list and the cancellation of any future business relationship.

Purchases of materials and services will only be made from Suppliers who continually meet Primo Brands’ specifications on manufacturing practices, distribution methods, product quality, delivery dates and price objectives. By providing products or services to Primo Brands, Supplier warrants and guarantees, on an ongoing basis, to following these Principles, as updated from time to time:

a. Business Integrity. Suppliers will always act with integrity, honesty and transparency and will never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third Party, whether public or private. Supplier shall never accept any such advantage in return for any preferential treatment from a third party.

b. Compliance with Laws. Suppliers shall always comply with all applicable federal, state, provincial, and local laws, rules, ordinances, regulations, and guidelines, voluntary industry standards, and other obligations, in connection with the Supplier’s business as well as its dealings with Primo Brands. Supplier 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. Supplier 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.

c. Sustainability. Supplier shall continuously strive to improve the efficiency and sustainability of their operations, which will include water conservation programs. Supplier shall comply with all applicable environmental, occupational health and safety regulations and international conventions on environmental standards. Supplier shall promote the safe and environmentally sound development, manufacturing, transport, use and disposal of its products. Supplier will take prudent steps to minimize solid waste by reducing, reusing and recycling materials; encourage conservation of resources and energy; and support efforts to establish and implement policies that protect the environment.

Supplier shall ensure that product quality and safety meet the applicable requirements. Supplier must be capable of disclosing potential sources of primary origin associated with the products or services provided to Primo Brands. Primo Brands reserves the right to ask Suppliers for supply chain mapping back to the origin to facilitate an assessment of upstream supply chain compliance. If Suppliers do not have this capacity today, Primo Brands expects Suppliers to share with Primo Brands their future plans in this regard. Supplier shall protect their employees’ and neighbors’ life and health, as well as the general public at large against hazards inherent in their processes and products and support efforts to establish and implement policies that protect the environment.



Primo Brands Guiding Principles

Supplier shall use resources efficiently, apply energy-efficient and environmentally friendly technologies and reduce waste, as well as gas house gas and other emissions to air, pollution, water and soil. Supplier shall encourage conservation of resources and energy by minimizing its negative impact on biodiversity, climate change and water availability to protect the livelihood of people and prohibit unlawful eviction and unlawful taking of land, forests and waters. Supplier shall disclose, or communicate annual progress towards disclosing, the following sustainability performance metrics:

- Annualized Greenhouse gas emission footprint intensity for products purchased by Primo Brands, and when possible, the footprint should be in units of mass of CO₂e per mass of products purchased by Primo Brands, i.e., tons of CO₂e per ton of product purchased. This disclosure should cover scope 1 and scope 2 emission categories relevant to Supplier's business per the Greenhouse Gas Protocol. If this information is not directly disclosed to the company, other acceptable disclosure pathways include CDP, an annual sustainability report, or progress towards setting or maintaining a greenhouse gas emission reduction goal aligned with the Science-Based Target Initiative.

- Annualized recycled content of the Supplier supplied products used in the packaging of the Primo Brands' products. If possible, recycled content rates for Supplier's products should be classified and reported as post-consumer and post-industrial recycled content. Any agricultural and forestry developments and activities on local peoples' land are subject to the free, prior and informed consent [FPIC] of the affected local communities, including indigenous peoples, with or without governmental consent for expansion. Supplier shall work to preserve natural resources and conduct business in an ethical and collaborative way.

d. Labor Standard. Supplier shall support the protection of internationally proclaimed human rights and fight forced and child labor (including modern slavery and human trafficking), which is strictly prohibited. Supplier shall treat all employees with respect and will not under any circumstances, use or in any other way benefit from forced or compulsory labor and shall not use child labor in the manufacturing or packaging of any goods or perform work that exposes them to undue physical risks that can cause physical, mental or emotional harm or improperly interfere with their schooling (it being understood that the term "child" herein refers to a person younger than the age of completing compulsory education, but in no case shall any child younger than fourteen years of age be employed in the manufacturing of goods). Supplier shall only employ persons or engage and utilize third party providers who only employ or engage persons whose presence is voluntary, and not to use prison labor, corporal punishment or other forms of mental or physical coercion as a form of discipline of their employees. Supplier confirms and certifies that (1) all workers are voluntarily employed in the facility(ies) where Primo Brands' goods are made/services are provided and (2) no prisoners(convicts) are working at the facility(ies) where Primo Brands' goods are made/services are provided. Supplier must ensure that its employees' work is in compliance with all applicable laws and mandatory industry standards¹ pertaining to the number of hours and days worked. Supplier's employees must be provided with wages and benefits that comply with applicable laws and binding collective agreements, including those pertaining to overtime work and other premium pay arrangements. Supplier shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, color, religion, sex, age, physical ability, national origin, sexual orientation or other status or personal characteristic.

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 Brands' raw materials or finished goods.



e. Safety and Health. Supplier and/or its contractor(s) shall provide employees with a safe and healthy working environment and, where provided, safe housing conditions. At a minimum, potable drinking water, adequate sanitation, fire exits and essential safety equipment, access to emergency medical care, appropriately lit and equipped workstations must be provided. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable codes and ordinances. All products and services delivered by the Supplier and/or its contractor(s) must meet the quality and safety standards required by applicable law and with Primo Brands' quality and safety requirements.

f. Trade Control. Supplier will comply with all applicable export control, import, customs and economic sanctions laws and regulations of the United States and other governments (collectively, Trade Control Laws") in its performance and in the import, export, re-export, shipment, transfer and use of products or services provided to Primo Brands. Trade Control Laws include, but are not limited to, the U.S. Export Administration Regulations, the Customs Modernization Act of 1993, Foreign Trade Regulations and the economic sanctions rules and regulations implemented under statutory authority and/or President's Executive Orders and administered by the U.S. Treasury Department's Office of Foreign Assets Control and any export or import requirements imposed by the U.S. Food and Drug Administration. Suppliers will not take part in any bribery, corruption or money laundering. Suppliers specifically agrees that it will not export, re-export, import or otherwise transfer, directly or indirectly through any third parties or otherwise, Primo Brands' Products to or from, or originating in other country that is designated as a sanctioned country by the U.S. Government or to, from or for use by any party included on, or owned or controlled by and party included on, any of the restricted party lists maintained by the U.S. Government, including, but not limited to, the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control and the Denied Persons List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security.

g. U.S. Foreign Corrupt Practices Act. Supplier agrees, for itself and its employees, agents and intermediaries, that it will: (i) at all times comply with the U.S. Foreign Corrupt Practices Act; (ii) not pay, or offer to pay, and will not permit or suffer any agent, intermediary or employee to pay, or offer to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him/her or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for the other party in violation of the U.S. Foreign Corrupt Practices Act or other applicable anti-bribery laws; and (iii) immediately notify Primo Brands should Supplier become aware of information that suggests a possible violation of the US Foreign Corrupt Practices Act has occurred.

Supplier agrees that it will promptly notify Primo Brands if an owner, supplier, officer, director or employee of Supplier has been or will become a "Covered Person" or a family member of a Covered Person. 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 governmental 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 Brands' business.

h. Diversity and Non-Discrimination. Primo Brands seeks to contribute to the economic growth of a diverse business community by identifying and developing relationships with qualified, diverse businesses that meet our high standards for quality and cost effectiveness. Applicants for employment, during the hiring process, and all employees during employment shall be treated without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin ("Status"). Supplier shall prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their Status.

i. Audit and termination of the supply agreement. Primo Brands reserves the right to verify the Supplier's compliance with these Principles. Supplier is responsible for ensuring compliance with these Principles by all its suppliers that provide materials or services in connection with the manufacture, processing and/or production of products provided by Supplier. In case Primo Brands becomes aware of any actions or conditions not in compliance with the Supplier's commitment, Primo Brands reserves the right to audit and inspections of Supplier's records in respect of its suppliers. Primo Brands expects Suppliers to apply similar standards to their own suppliers and subcontractors by communicating the expectations contained in these Principles and holding them accountable and demand corrective measures. Primo Brands reserves the right to terminate any agreement with any Supplier who does not meet its commitment.

Primo Brands thanks you for your commitment to operating with transparency, integrity and fairness. The Principles above are not intended to be an exhaustive list of Supplier's legal obligations or to limit Supplier's obligations and may be amended by Primo Brands from time to time; its enforcement and/or interpretation rests solely with Primo Brands and does not create or confer any rights in favor of any party other than Primo. It is Supplier's responsibility to ensure that it complies with all laws applicable to its business operations and the provision of products and/or services to Primo Brands.

If Supplier is subject to a separate agreement with Primo Brands, any conflict between these Principles and any executed agreement shall be resolved in favor of the agreement. Primo Brands reserves the right to update these Principles from time to time, without notice and to verify your compliance herewith.

Should you have any concerns about illegal or improper conduct, please contact the AlertLine at 1-800-622-0829 from anywhere in the United States.

© (2025) – Primo Brands Corporation

¹ Including but not limited to: (i) Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Age Discrimination in Employment Act and Executive Order 11141, the Equal Pay Act, the Americans With Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, and any other federal, state, provincial, or local laws prohibiting discrimination, harassment, or retaliation in employment; (ii) Employee Retirement Income Security Act of 1974, Family and Medical Leave Act of 1993, and any other similar federal, state, provincial, or local laws; (iii) all laws governing or related to the payment of wages, including the Fair Labor Standards Act of 1938 and any state, provincial or local laws governing the amount, time, place, and manner of wage payments during employment and at termination, and all other wage and hour laws, including those governing the provision of accurate itemized wage statements, expense reimbursement, paid time off, posting and notice requirements, and other obligations; (iv) the Fair Credit Reporting Act, and all other federal, state, provincial, and local laws related background checks and drug testing; (v) all federal, state, and provincial tax laws, and laws related to unemployment, disability, and workers' compensation insurance; and (vi) any other laws regulating employment. With respect to each such law, Supplier will both perform the Plant Services and maintain and preserve documents related to the performance of the Plant Services as the law requires.