

Introduction

Amcor recognizes its responsibilities as a global producer of packaging materials and services and is committed to being a responsible company, working with regard for the OECD Guidelines for Multinational Enterprises. This includes respect for internationally recognized human rights.

The core principles of Amcor's approach to environmental protection and human rights are enshrined in Amcor's values and encapsulated in the [Amcor Corporate Code of Conduct](#). The Amcor Supplier Code of Conduct (the "Code") highlights and specifies the provisions within the Amcor Code of Conduct that are of relevance to Amcor's suppliers.

Amcor abides by the national laws of each country in which it operates and conducts business in accordance with internationally accepted practices and procedures. Amcor is subject to and complies with various laws related to protecting environmental and human rights. These laws require that Amcor take certain measures to prevent, minimize and/or end violations of human rights and environmental risks, in both its own operations and its supply chain. Amcor's suppliers are essential partners in implementing a responsible sourcing strategy that meets these obligations.

Amcor expects all suppliers, as well as their employees, affiliates, agents, suppliers, sub-contractors, and others who are within their supply chain, to respect and adhere to this Code when conducting business. It is each supplier's responsibility to communicate the Code to these groups and ensure their compliance.

The expectations set forth in this Code do not replace any contractual requirements. Instead, this Code should be read to supplement the specific requirements in contracts. If a contractual term is stricter than this Code, the supplier must meet the stricter contractual requirement.

Standards and obligations

By signing this code, the Supplier confirms that they will adhere to and comply with the following standards and obligations for all existing and future business relationships with the Amcor group of companies, regardless of location or activity, and will also address them appropriately along its own supply chain.

Ethics and business integrity

Honesty, integrity, and fairness

The Supplier shall recognize the importance of honesty, integrity, and fairness in conducting its business.

Compliance with laws and regulations

The Supplier must comply with the applicable laws and regulations of the countries in which it operates, including but not limited to, competition, anti-bribery and corruption, data protection, human rights, environmental, health & safety and trade laws.

Conflicts of interest

Suppliers must avoid any activity that creates a conflict of interest or the appearance of a conflict of interest in connection with their work with Amcor. Any actual or potential conflict of interest in the Supplier's business, such as when an Amcor employee or close family member has any kind of interest in the Supplier's business, must be disclosed to Amcor prior to entering any business relationship.

Securities and insider trading

If the Supplier learns of any material, non-public information while working for Amcor, they must not share that information with others or use it for market trading.

Anti-bribery (financial inducements, gifts, facilitation payments)

The Supplier acknowledges that bribery is unlawful in most countries and that there are laws and agreements in place as part of an international effort to eliminate corruption and bribery from international business.

The Supplier must not offer, give, request or accept payments, payments in kind, bribes, 'kickbacks', secret commissions, gifts or favors of any kind, regardless of their value and regardless of whether to a person who is a public official or in the private sector, in circumstances that could be considered as unduly influencing the party involved or creating a business obligation, or which has the intention that a function should be performed improperly or which could create a conflict of interest. This includes but is not limited to payments to win business or influence a business decision in Amcor's or the Supplier's favor. There are certain types of gifts that should never be offered or accepted by the Supplier regardless of their value, which are: money, drugs or other controlled or illegal substances.

Amcor is opposed to making facilitation payments as outlined in our [Anti-Bribery and Corruption Policy](#), and every effort should be made to resist them. The Supplier is expected to abide by the national laws in each country in which it operates and internationally accepted practices and procedures in relation to facilitation payments, bribery and corruption.

Fair competition

Amcor expects all Suppliers to be committed to a fair and competitive free market and avoid agreements or actions that illegally limit trade or competition. The Supplier may not offer any Amcor employee confidential information about an Amcor competitor.

Human rights and labor standards

Non-discrimination

The Supplier shall not permit any discrimination or unequal treatment in the hiring and employment of its employees, such as on the basis of national, ethnic or social origin, marital status, health status, disability, sexual orientation, age, gender, political opinion, religion or belief, unless it is justified by the requirements of the employment. Unequal treatment includes the payment of unequal remuneration for work of equal value.

Child labor

The Supplier shall not employ any child below the age at which compulsory schooling ends under the law of the place of employment, provided that the age of employment is not less than 15 years. If the place of employment has a provision in accordance with [Article 2\(4\) and Articles 4 to 8 of Convention No 138 of the International Labor Organization of 26 June 1973](#) concerning the Minimum Age for Admission to Employment, the Supplier must make this known to Amcor.

The Supplier is also subject to a ban on the worst forms of child labor, covering all employed children under the age of 18, in accordance with [Article 3 of the International Labor Organization's Convention No. 182 of June 17, 1999](#). These are,

- all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom, and forced or compulsory labor, including forced or compulsory recruitment of children for use in armed conflict.
- the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances.

- the use, procuring or offering of a child for illicit activities, in particular for the production of or trafficking in drugs.
- work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety, or morals of children.

Forced labor and human trafficking

The Supplier shall not employ persons in or in any other way benefit from forced labor and shall not utilize factories or production facilities that force work to be performed by unpaid, incarcerated or indentured laborers. This includes prohibition of any work or service that is required of a person under threat of punishment and/or for which they have not made themselves voluntarily available, for example as a result of debt bondage or human trafficking.

Freedom of association

The Supplier must respect the right of employees, as set forth in local laws, to associate freely, join or form labor unions, seek representation and join workers' councils. The Supplier shall ensure that the formation, joining and membership of a labor union may not be used as a reason for unjustified discrimination or retaliation, and that trade unions are free to operate in accordance with the applicable law of the place of employment, which includes the right to strike and the right to collective bargaining.

Compensation

The Supplier's employees must receive compensation and benefits that comply with applicable laws and, where relevant, with binding collective agreements, including those pertaining to overtime work.

Working hours

The Supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked.

Freedom from harassment

The Supplier shall ensure a workplace free of harassment and also afford its employees the opportunity to work and communicate openly with management regarding working conditions without fear of intimidation or reprisal.

Eviction

Unlawful evictions and the unlawful taking of land, forests and waters through acquisition, development, or other means is prohibited. The land rights of Indigenous Peoples must be respected.

Environment, health and safety

Products

All products and services delivered by the Supplier must meet the quality and safety standards required by applicable law, be fit for the intended purpose and, where applicable, comply with Amcor's quality requirements. Suppliers should, whenever practical and without compromising other key considerations, strive to improve environmental performance and/or reduce environmental impacts of the products they sell to Amcor, including offering products with lower carbon footprints, increased recycled content and improved circularity.

Working environment

The Supplier is prohibited from disregarding the occupational safety and health obligations applicable under the law of the place of employment as this may increase the risk of accidents at work and/or work-related health hazards. This includes,

- having insufficient safety standards for the provision and maintenance of the workplace, workstation, and work equipment,

- the absence of appropriate protective measures and equipment to avoid exposure to chemical, physical or biological substances and/or extreme heat,
- a lack of measures to prevent excessive physical and mental fatigue, especially where inappropriate work organization has occurred in terms of working hours and rest breaks, and/or
- insufficient training and instruction of employees.

Environmental protection

The Supplier must comply with environmental laws and regulations applicable in the country where products or services are manufactured and/or delivered. Amcor expects the Supplier to manage its operations in an environmentally responsible manner. The Supplier shall conduct its operations in ways that prevent harm to public health and the environment by not causing harmful soil change, water pollution, air pollution, deforestation, harmful noise emission or excessive water consumption that,

- significantly impairs the natural basis for sustainable food production,
- denies a person access to safe drinking water,
- destroys or makes it difficult for a person to access sanitary facilities, and/or
- harms the health of a person.

Greenhouse gas (GHG) emission reduction

The Supplier shall have a published sustainability policy or other statement that highlights its commitment to reducing GHG emissions, preferably with a quantitative reduction target that has been validated by a third party to be aligned with a 1.5°C future in line the Paris Agreement. Upon request, the Supplier shall measure and track its Scope 1, Scope 2, and Scope 3 GHG emissions in line with the GHG Protocol and take action on an ongoing basis to minimize the GHG emissions of its operations. Additionally, the Supplier will report these emissions and provide product carbon footprint coefficients to Amcor upon request.

Privacy and Amcor intellectual property

The Supplier must protect all of Amcor's intellectual property rights, trade secrets and proprietary information. These may only be used with the permission of an authorized Amcor employee in accordance with the terms of a signed agreement. The Supplier must respect the privacy of individuals and comply with the laws relating thereto, in particular with respect to the collection, processing and management of personally identifiable information. The Supplier must protect personally identifiable information that they keep for Amcor from unauthorized access, destruction, modification, use and disclosure.

Cybersecurity

The Supplier shall have and maintain an effective information security program that meets or exceeds the requirements specified in applicable industry standards, which will protect against the disruption of services to Amcor, and prevents the destruction, loss, alteration, or unapproved use of Amcor information.

Compliance

1. Reporting Requirements

The Supplier shall without undue delay report any violations of the standards and obligations of this Code in connection with the contractual relationship between the Supplier and Amcor by using Amcor's complaint procedure. The complaint procedure is available at the following link: <https://www.tnwgrc.com/amcor/>. The Supplier is permitted to anonymize (e.g., redact) protected trade or business secrets.

2. Audit Rights

Obligation to inform

The Supplier will create and maintain complete and accurate records of all matters related to the Supplier's business with Amcor. Upon Amcor's request, the Supplier shall provide all information and documents necessary for Amcor to verify compliance or non-compliance with the standards and obligations of this Code, provided that doing so does not violate protected trade or business secrets (including after redaction) and/or statutory provisions. This may include desktop assessments through third-party tools such as EcoVadis, IntegrityNext or Sedex.

Amcor recommends that Suppliers utilize resources such as the free [Converged Human Rights and Environmental Due Diligence](#) (HREDD) tool to assess their alignment with the environmental and human rights-related elements of this Code.

Audit

If the information provided by the Supplier gives Amcor reason to believe that the Supplier is not complying with the standards and obligations of this Code, Amcor is authorized to verify compliance by conducting an on-site audit or by engaging an independent third party to conduct an on-site audit such as Sedex SMETA. In particular, the Supplier shall provide Amcor, or the third party engaged by Amcor access to its premises and production facilities and all necessary documentation and information. The Supplier may refuse access if it would violate protected trade or business secrets (also after redaction) and/or statutory provisions. Prior to the Audit, the parties shall agree on a time, duration, location and terms. Amcor will provide the Supplier with at least thirty (30) days' advance written notice of an Audit, provided it does not interfere with the purpose of the Audit. The Audit will be conducted during the Supplier's normal business hours. Amcor will promptly notify the Supplier of any violations identified during an Audit. Where relevant, Amcor will accept the results of SMETA audits the Supplier has previously completed, provided the audit was completed within two years of the request date.

3. Procedure for Violations

Remediation and mitigation

Compliance with the standards and obligations of this Code is fundamental to the business relationship between the Supplier and Amcor. If the Supplier violates the standards and obligations of this Code, Amcor will provide the Supplier with an opportunity to remedy the violation. If possible, the breach should be rectified without undue delay. If the nature of the violation does not permit remediation in the foreseeable future, the Supplier and Amcor will promptly develop a joint concept and timetable to end or minimize the violation. Amcor will assist the Supplier in the implementation of the concept to the extent possible and appropriate.

Suspension of the contractual relationship

If, after multiple requests from Amcor, the Supplier fails to remedy the breach of the standards and obligations of this Code, or provides no evidence of the remedy, or, fails to end or minimize the breach within the timetable agreed in accordance with any joint concepts, Amcor shall be entitled to suspend all performances and liabilities in connection with the entire contractual relationship until the breach has been remedied and the Supplier provides Amcor with this evidence. Amcor will notify the Supplier of the suspension.

Right of termination

Amcor has the right to terminate all contractual relationships existing with the Supplier where a violation of an obligation of this Code is assessed as very serious; or where a joint concept has been developed and implemented and the measures developed do not remedy the situation after the time specified has elapsed. Services performed by the Supplier up to the date of termination will be compensated by Amcor as agreed.

Compliance costs

Supplier shall bear the costs of compliance with this policy, including the cost of audits to confirm compliance if and as requested by Amcor.

Name of the Supplier:
Address:
Name of the signatory:
Title/position of the signatory:
Date:
Signature: