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## 1. Policy on Antitrust and Competition

CCE competes vigorously, but fairly, and supports free and fair competition. We will comply with all applicable antitrust laws in the jurisdictions in which we operate. This policy applies to CCE and all its affiliates, operating Groups, Divisions, joint ventures, and other operations globally (collectively, "CCE"). This policy also applies to all persons who act on CCE's behalf, including employees, officers, directors, consultants, and agents.

The principles of this policy also apply to CCE's suppliers, vendors, consultants, independent contractors, agents, or any other third party engaged to carry out any action on our behalf ("suppliers") as stated in CCE's Supplier Code of Conduct.

### Antitrust Laws

Antitrust (otherwise referred to as "competition") laws are designed to preserve and promote business competition by prohibiting formal and informal agreements between competitors, and practices that unreasonably restrain trade, such as price fixing and acts designed to abuse a position of market power or dominance. Any breach of these laws is illegal and is contrary to CCE's Code of Conduct and Ethics.

Antitrust laws are actively enforced by international and national competition authorities, many of which collaborate in investigations and prosecutions. Antitrust violations can result in (i) very large fines for CCE or its employees, (ii) lawsuits for damages by third parties, (iii) imprisonment of employees, (iv) the voiding of commercial agreements, and (v) reputational damage.

Antitrust compliance is a highly complex area. Regulations differ from jurisdiction to jurisdiction. In all cases where you are unsure about complying with antitrust laws, you should consult your Group or Regional Legal Counsel or Compliance Officer before acting.

### Unlawful Agreements

Agreements between competitors that lessen competition are automatically illegal under antitrust law and must never be engaged in. This includes agreements to:

- Fix, raise, lower, or stabilize selling prices, or to fix other competitive terms (including pricing formulae, discounts, givebacks or rebates, margins, commissions and credit terms).
- Fix employee wages or terms of compensation, or to refrain from hiring each other's employees.
- Limit production or reduce capacity.
- Share or allocate markets by customer or territory.
- Coordinate bidding activities or "bid-rigging" (including agreements with lower tier suppliers or tool shops); or
- Boycott any customer or supplier.

### Violations

CCE will not tolerate violations of antitrust laws. Any violation will be treated as a serious matter and will be sanctioned with disciplinary action up to and including termination of employment.

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If you are aware of or suspect that anyone is in violation of CCE's Code of Conduct and Ethics or this policy, you must report your concern by informing (i) your manager, (ii) a division or Group Finance Officer, (iii) a Group or Regional Legal Counsel or (iv) a Compliance Officer.

In accordance with CCE's Policy on Anti-Retaliation, CCE prohibits retaliation against any individual who reports, in good faith, any violation of CCE's Code of Conduct and Ethics or this policy.

### Helpful Tips

#### **ALWAYS...**

- Consider the potential antitrust implications when interacting with a competitor. You should always consult with Group or Regional Legal Counsel or Compliance Officer to ensure your interactions are complying with the law.
- Remember, individuals can be held criminally liable for antitrust violations (and may be fined or imprisoned).
- Remember that a wide range of conduct may qualify as an illegal "agreement" including just sharing commercially sensitive information with a competitor. To be illegal, an "agreement" does not need to be formalized or written down.
- Only discuss business with competitors if there is a legitimate commercial purpose to do so.
- Maintain CCE's independence in making decisions about pricing, marketing, or selling any product.
- Avoid any action which could suggest improper co-ordination or collusion with competitors.
- Acquire market intelligence in a legal, ethical, and respectful manner. If you become aware of commercially sensitive information about a competitor that has been shared inadvertently (including confidential or proprietary information another employee has regarding a prior employer), seek guidance from your Group or Regional Legal Counsel or Compliance Officer before using or acting upon such information.
- During commercial negotiations, limit any information discussed with or disclosed to competitors or other third parties to that which is strictly necessary for completing or assessing the transaction.
- Be aware that membership in industry associations and attendance at industry conferences present antitrust risks because they bring together competitors to discuss matters of mutual concern. You should take great care while attending meetings and events to avoid even the appearance of improper communication or coordination that could violate antitrust laws. Before participating in industry associations, consult with Group or Regional Legal Counsel or Compliance Officer if you are unsure whether your participation may raise concerns under antitrust laws.
- Be aware that visiting a competitor's facility or inviting a competitor to visit CCE can lead to antitrust violations. You should take care to ensure that those involved are sensitive to these risks and that appropriate precautions are in place to prevent such violations. Your Group and Regional Legal Counsel or CCE Compliance Officer can assist you in taking the necessary precautions.

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- Immediately inform management and/or your Group or Regional Legal Counsel or Compliance Officer if antitrust violations occur, or competitively sensitive information is shared or offered, by a competitor. Any failure on your part to act in these circumstances may be considered as participation in the improper conduct. This applies to any situation where communications with a competitor may occur, including during a contract negotiation, industry association meeting or conference, or at a social or charitable event. If a competitor discusses a topic, you believe may be commercially sensitive, you must:
    - Immediately stop discussing the topic.
    - If the competitor persists, terminate the conversation, and promptly prepare notes with details of what transpired, for CCE to keep on file.
    - If the event occurs during a formal meeting, such as during a trade association meeting, leave the meeting immediately and request that your departure be noted in the minutes; and
    - In every case, immediately report the incident to your Group or Regional Legal Counsel or Compliance Officer.
  - Keep in mind that CCE may be the victim of antitrust violations, for example, as a purchaser of goods from suppliers who engage in antitrust violations. You should consult your Group or Regional Legal Counsel or Compliance Officer if you suspect that CCE is the victim of anti-competitive activities.
  - Avoid careless or inaccurate statements in all internal and external communications, including e-mails and texts, or other documents, discussions, and public statements which may be misinterpreted by third parties or antitrust authorities and courts. Keep all communications professional and avoid attempts at humor or the use of loose or provocative language.
  - Refer all inquiries from the media relating to any antitrust investigation in which CCE or any other company in our industry is involved to CCE Corporate Communications and Media Relations.
  - Contact your Group or Regional Legal Counsel or Compliance Officer or, if you feel more comfortable.
    - If you become aware of any breaches or potential breaches of antitrust laws by yourself or any other CCE employee or third party.
    - If a complaint is received from a third party (with or without evidence) that CCE's conduct, or proposed course of conduct, is, or may be, in breach of antitrust laws.
    - Before sharing any commercially sensitive information or entering any discussions with a competitor, where you have questions regarding the appropriateness and/or legality of such actions.
    - Before entering any agreement with a customer or supplier that could lessen competition (for example, exclusivity agreements, non-compete agreements, or agreements that impose restrictions on the geographic regions where business may be conducted).
    - Immediately, and before taking any action, if contact has been made by an antitrust authority to CCE or you personally, including antitrust investigations that relate to a third party; and
    - Immediately, and before taking any action if you have any doubts or questions about antitrust issues.

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### NEVER...

- Make direct or indirect (via third parties including agents, suppliers, or customers) contact with a competitor, the object or effect of which is to restrict or lessen competition.
- Collude, attempt to collude, or form an agreement with a competitor or any other third party, the object or effect of which is to restrict or lessen competition, including by:
  - Fixing, raising, lowering, or stabilizing prices of goods sold.
  - Fixing other competitive terms such as pricing formulae, discounts, margins, rebates, commissions, or credit terms.
  - Limiting production or expansion or agreeing to reduce or limit production capacity.
  
  - Rigging a bid or otherwise illegally coordinating bidding or tendering activities.
  - Fixing employee wages, benefits, or other terms of compensation.
  - Refraining from hiring each other's employees.
  - Allocating markets, customers, suppliers, or geographic territories; or
  - Boycotting any customer or supplier.
- Communicate, directly or indirectly, in any way with any competitor regarding the following types of competitively sensitive information, unless it is already publicly available:
  - Previous, current, or future negotiations with customers or suppliers, or general negotiation strategies.
  - Previous, current, or future terms of trade, including but not limited to, prices, pricing formulae, discounts, margins, rebates, commissions, or credit terms.
  - Cost information.
  - Capacity, production, or sales plans and forecasts.
  - Strategic plans, including marketing plans, or acquisition or joint venture plans.
  - Previous, current, or future stock levels, production, sales data, or market conditions; or
  - Research and development (R&D) or other innovative activities.
- Disclose CCE's future to competitors, as an agreement may be inferred if competitors take similar actions.

For further information:

For further information or advice, please contact your Group or Regional Legal Counsel, or Compliance Officer.