



Supplier Code of Conduct Dated January 1, 2021

Pactiv Evergreen Inc. and its direct and indirect subsidiaries (collectively, "**Pactiv Evergreen**") are committed to complying with applicable laws in all countries in which they do business and operating their businesses in an honest, socially responsible and ethical manner. Pactiv Evergreen wishes to do business only with suppliers of goods, services, advice, information or any other tangible or intangible benefit (a "**Supplier**" or "**Suppliers**") who share and uphold these principles. Pactiv Evergreen refuses to do business with Suppliers who do not share and uphold these principles. Pactiv Evergreen has adopted this Supplier Code of Conduct (the "**Code**") to set expectations for its Suppliers in this regard. This Code is in addition to, and not in lieu of, any other Pactiv Evergreen policies that apply to Suppliers. Pactiv Evergreen may add to and modify this Code at any time.

1. Compliance with Law. All business activities of a Supplier must conform to all applicable laws in the countries in which the Supplier does business, including, without limitation, laws that apply to labor, employment and human rights, environmental, health and safety in the workplace and ethics, compliance and anti-corruption. This includes complying with the U.S. Foreign Corrupt Practice Act, the U.K. Bribery Act of 2010 and similar anti-corruptions laws.

2. Anti-Corruption Policy. A Supplier will not make any payment, or offer anything else of value, either directly or through any intermediary, on its own behalf, on behalf of Pactiv Evergreen or on behalf of any other person, to any public official, political party or candidate for political office, or to any employee or representative of a state owned enterprise, for the purpose of attempting to obtain, keep or direct business. A Supplier will not offer, promise or give a bribe to any person, whether public or private, or request, agree to receive or accept a bribe from any person, whether public or private. A Supplier will maintain complete and accurate records of all payments received from Pactiv Evergreen and made by or on behalf of Pactiv Evergreen. A Supplier will take affirmative steps to prevent bribery and similar corrupt practices from occurring within its organization and will take immediate corrective action when such misconduct is detected.

3. Payments, Gifts, Entertainment and Hospitality for Pactiv Evergreen Employees. The Pactiv Evergreen Code of Business Conduct and Ethics precludes employees from using their positions to obtain personal benefits from a current or prospective Supplier. A Pactiv Evergreen employee may not accept payments or similar cash equivalents (e.g., gift cards) from a current or prospective Supplier under any circumstances. A Pactiv Evergreen employee may not accept gifts, entertainment or hospitality from a current or prospective Suppliers *other than* gifts, entertainment or hospitality of nominal value and of a professional and customary nature which are not intended to influence, and are unlikely to be perceived as influencing, the award or retention of business with Pactiv Evergreen. Except for gifts, entertainment or hospitality of nominal value permitted under the prior sentence, a current or prospective Supplier will not offer or provide any payment, gift, entertainment, hospitality or other personal benefit to a Pactiv Evergreen employee. If a Pactiv Evergreen employee solicits a payment, gift, entertainment, hospitality or other personal benefit from a current or prospective Supplier in violation of this Code and the Pactiv Evergreen Code of Business Conduct and Ethics, Pactiv Evergreen requires the current or prospective Supplier to promptly report the solicitation to the company through one of the methods identified on the Pactiv Evergreen Ethics website at <https://investors.pactivevergreen.com/corporate-governance/ethics>.

4. Protect Information and Property of Pactiv Evergreen. A Supplier must protect any information and property entrusted by Pactiv Evergreen to the Supplier, including, without limitation, any drawings, plans, specifications, policies, procedures, manuals, trade secrets and other confidential or proprietary information, software, technology or other intellectual property, or any materials, tooling, equipment or other goods of Pactiv Evergreen or entrusted by a customer, supplier or other person to Pactiv Evergreen. A Supplier will safeguard such information and property against deterioration, damage, loss, misuse, mishandling, counterfeit, theft, fraud or other unauthorized disclosure or use. A Supplier will only use such information and property in accordance with applicable law and the terms of any agreement with Pactiv Evergreen and only for purposes authorized in writing by, and for the sole benefit of, Pactiv Evergreen. Under no circumstance will a Supplier use such information and property for any illicit purpose or in any manner that would adversely affect the interests or reputation of Pactiv Evergreen.

5. Environmental Commitment. Pactiv Evergreen expects its Suppliers to conduct their businesses in a manner that preserves and protects the environment. To minimize or eliminate negative impacts of their operations on the environment, a Supplier will use good faith efforts to minimize waste, promote energy efficiency and encourage the use of non-toxic and sustainable products.

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6. No Forced Labor & Violence Against Workers. The use of forced or prison labor by a Supplier is absolutely forbidden. Likewise, the use of labor under any form of indentured servitude by a Supplier is prohibited. A Supplier will not themselves utilize facilities that force work to be performed by unpaid or indentured laborers or those who must otherwise work against their will nor will a Supplier contract for the production of products for Pactiv Evergreen with subcontractors that utilize such practices or facilities. The use of physical punishment, confinement, weapons, threats of violence, or other forms of physical, sexual, psychological, or verbal harassment or abuse by a Supplier as a method of worker discipline or control or for any other reason is strictly prohibited.

7. No Child Labor. The use of child labor by a Supplier is strictly prohibited. A Supplier is prohibited from using workers under the legal age of employment for the type of work in the country where the Supplier performs work for Pactiv Evergreen. If the country in which the Supplier is doing business does not define "child" for purposes of minimum age of employment, or if the minimum age of employment legally allowed in a country is under 16 years of age, the minimum age of employment will be considered 16 years of age and the employment of any individual in the production of products for Pactiv Evergreen below that age by a Supplier is strictly prohibited. However, minors between the ages of 15 and 16 may be permitted under apprenticeship or other similar programs in which the minor is lawfully and willingly participating.

8. Reasonable Working Hours. A Supplier must ensure that all workers who assist in supplying goods and services for Pactiv Evergreen do so in compliance with applicable laws pertaining to the number of hours and days worked. Workers are to be provided with reasonable daily and weekly work schedules and adequate allowance is to be made for time off. Overtime should be voluntary for workers except in unexpected and unusual circumstances required by business needs. Adequate time off shall be at least one day off per week unless the worker volunteers to work.

9. Fair Compensation. A Supplier's workers must be fairly compensated and provided with wages and benefits that comply with applicable laws. This includes appropriate compensation for overtime work and other premium pay situations required by applicable laws. If applicable laws do not provide for overtime pay, a Supplier will pay at least regular wages for overtime work. A Supplier will not violate any applicable laws relating to the payment of wages or benefits.

10. No Unlawful Discrimination. A Supplier will implement and abide by a policy that conforms to applicable laws prohibiting discrimination in hiring and employment practices on the grounds of race, color, religion, sex, age, physical ability, national origin, sexual orientation, gender identity, or any other applicable protected status. Suppliers are expected to exercise good faith efforts to encourage diversity in the workplace.

11. Safe Workplace. A Supplier will provide their workers with safe and healthy working and, where provided, living conditions. At a minimum, potable drinking water; adequate, clean restrooms; adequate ventilation; fire exits; essential safety and protective equipment, and related training; an emergency aid kit and access to emergency medical care; and appropriately lit work stations must be provided. In addition, facilities must be constructed and maintained in accordance with applicable laws. A Supplier will not endanger any worker's safety. If any worker's safety is threatened, a Supplier will immediately take steps to ensure that the worker's safety is no longer threatened. A Supplier will use their best efforts to eliminate or mitigate future threats to worker and worker safety. Accommodations, where provided, must be clean, safe, meet the basic needs of the resident workers, and comply with all applicable laws.

12. Worker Complaint Program. A Supplier must implement and maintain a complaint program or other similar process for workers and other persons to report complaints and input and concerns to the supplier. A Supplier will solicit worker input when developing their complaint programs and will allow workers to participate in and/or manage the complaint programs. Supplier complaint programs will improve, both by intent and in practice, the Supplier's business culture, and the supplier will respond meaningfully to complaints with the intent to reach a resolution.

13. Notification to Workers & Subcontractors. A Supplier will notify their workers of this Code and post the terms of this Code on the Supplier's letterhead and in the local language and in any other language used by a substantial number of the Supplier's workers, in a prominent place accessible to all workers. Pactiv Evergreen expects that a Supplier will ensure that this Code is communicated to its affiliates, subcontractors, workers, and agents and that it



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is done in the local language and in a manner that is understood by all. In lieu of posting and communicating this Code, a Supplier may post its own codes of conduct as long as that code of conduct substantially conforms to the principles in this Code.

14. Product Safety. A Supplier that manufactures, transports or stores materials used in the manufacture of food packaging or other food contact products, or that manufactures, transports or stores food packaging or other food contact products, must employ industry best practices in the manufacture, transportation and storage of such products. A Supplier must meet or exceed standards for product safety applicable in its industry, including those established by applicable regulators and consumer standards associations. The safety of products provided by a Supplier must also be protected by adequate security measures at all stages of production, packaging, storage and distribution in order to prevent tampering or contamination. A Supplier is expected to have in place proper procedures to identify potentially harmful products and complete an appropriate product recall, whether voluntary or mandated, in accordance with applicable laws and industry practices. Such procedures should ensure clear and prompt communication regarding such products to Pactiv Evergreen and the immediate removal of potentially harmful products.

15. Inspections. A Supplier shall designate one or more of its management staff to be responsible for monitoring its facilities, and the facilities of its subcontractors and affiliates, for compliance with this Code. A Supplier must conduct such monitoring not less frequently than annually. Upon request by Pactiv Evergreen, a Supplier will complete and submit a "Certificate of Compliance" in the form appended as Attachment 1 of this Code. Pactiv Evergreen reserves the right to conduct or have its designee conduct announced and unannounced inspections, audits, and evaluations of a Supplier and its business practices, records, facilities, and, where provided by a Supplier, worker housing accommodations, as well as private interviews with workers. Pactiv Evergreen may also conduct similar inspections, audits, and evaluations of a Supplier's subcontractors, affiliates and agents. A Supplier will keep all information necessary to document compliance with this Code readily accessible. A Supplier who refuses to allow such inspections or interviews, or who fails or refuses to provide a Certificate of Compliance or other information reasonably requested by Pactiv Evergreen, will be considered in material breach of this Code and any agreement with Pactiv Evergreen.

16. Compliance. A Supplier and its affiliates, subcontractors, workers, and agents must comply with this Code. The provisions of this Code shall apply to, and are for the benefit of, all of a Supplier's workers, laborers, staff, personnel, contractors, and agents. A Supplier shall immediately notify Pactiv Evergreen of any known or suspected violation of this Code. If a worker or any other person provides a Supplier with notice of a known or suspected violation of this Code, the Supplier must immediately notify Pactiv Evergreen. If a Supplier is in breach of this Code, Pactiv Evergreen, at its discretion, may elect to work with or provide guidance to the non-compliant Supplier to help the Supplier address and remedy the breach and to continue doing business with the non-compliant Supplier while it works to remedy the breach. In order for Pactiv Evergreen to consider assisting and continuing to do business with a non-compliant Supplier, the non-compliant Supplier must notify Pactiv Evergreen of the breach, cooperate in Pactiv Evergreen's investigation of the breach and make an immediate, good faith effort to remedy the breach. If Pactiv Evergreen elects to work with, or provide guidance to, or continue doing business with a non-compliant Supplier, the non-compliant Supplier must, at a minimum, establish clear goals toward meeting the standards set forth in this Code. Pactiv Evergreen may monitor a non-compliant Supplier's progress and make sure milestones have been satisfied and systems have been put in place to ensure compliance. Failure to comply with this Code will be sufficient cause for Pactiv Evergreen to revoke a Supplier's approved status and, at Pactiv Evergreen's option, to suspend performance under or terminate any agreements that Pactiv Evergreen has with such Supplier.

Approved

By: _____

Kenneth Baymiller
Chief Procurement Officer
Pactiv Evergreen Inc.



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Attachment 1
Certificate of Compliance

The undersigned representative of the identified Supplier to Pactiv Evergreen Inc. and its direct and indirect subsidiaries (collectively "**Pactiv Evergreen**") represents and warrants that the following statements are true, accurate and complete in all respects as of the date of this Certificate:

1. Supplier and its affiliates, subcontractors, workers, and agents have received, read and agreed to comply with the Pactiv Evergreen Supplier Code of Conduct in effect as of the date of this Certificate (the "**Code**").
2. Supplier and its affiliates, subcontractors, workers, and agents are in compliance with the Code as of the date of this Certificate, and have complied all times that Supplier has conducted business with Pactiv Evergreen, except as disclosed in writing to Pactiv Evergreen in accordance with the Code and explained further in the next Section.
3. Supplier has reported in writing to Pactiv Evergreen any violations of the Code by supplier or its affiliates, subcontractors, workers, and agents that occurred since the date of receipt of the Code or issuance of the last Certificate, whichever is most recent. Supplier reported these violations to Pactiv Evergreen promptly after Supplier became aware of them. Supplier has provided Pactiv Evergreen with a written explanation of the corrective action taken, or to be taken, with regards to a reported violation. Supplier has attached copies of all reported violations and corrective actions provided since the date of receipt of the Code or issuance of the last Certificate, whichever is most recent.
4. The undersigned representative certifies that the representative is primarily responsible within the Supplier organization for monitoring and ensuring compliance with the Code and has made these certifications to the best of the representative's knowledge and belief after due diligence and reasonable inquiry. The undersigned representative certifies that he or she has authority to sign this Certificate on behalf of the supplier. The Supplier and undersigned representative will be directly, jointly, severally and unconditionally liable to Pactiv Evergreen for untrue, inaccurate or incomplete statements in this Certificate.

Certified as true, accurate and complete as of _____, 20_____.

Supplier Name: _____

By: _____

Print Name: _____

Print Title: _____

Please return this signed Certificate of Compliance to Pactiv Evergreen Inc., 1900 West Field Court, Lake Forest, Illinois 60045, USA, Attention: Chief Procurement Officer, with a copy to Pactiv Evergreen's Chief Legal Officer at the same address.