



Supplier Charter – CSR Maison Pommery & Associés

ACT: Action – Trust – Transparency.

Action for the environment, water and biodiversity. Trust with employees and society.
Transparency inherent in any sustainable business relationship.

The Maison Pommery & Associés Group is committed to a sustainable development approach covering Environmental, Social/Societal and Governance issues. As part of this approach, the Group wishes to involve its suppliers and, more broadly, all its stakeholders. This charter covers ten commitments to be followed by suppliers.

1. Supplier Responsibility and Commitment

- Actively involve suppliers in the CSR approach and encourage them to adopt responsible practices.
- Regularly assess suppliers' CSR performance and work together to achieve the objectives set.

2. Respect for Human Rights and Working Conditions

- Guarantee safe, fair and decent working conditions for all employees.
- Prohibit child labour, forced labour and any form of discrimination.

3. Compliance with Laws and International Standards

- Comply with all applicable laws and regulations in the countries where operations are conducted.
- Adhere to international standards on human rights, labour and environmental protection.

4. Environmental Protection

- Reduce environmental impact at all stages of production, in particular by minimizing greenhouse gas emissions, water and energy consumption, and waste generation.
- Encourage the use of sustainable and environmentally friendly agricultural practices.

5. Sustainable Management of Natural Resources

- Adopt practices aimed at preserving natural resources, including sustainable soil and water management.
- Actively contribute to the protection and restoration of local biodiversity.

6. Product Quality and Safety

- Ensure product compliance with specifications in order to guarantee the safety of employees and consumers.
- Ensure product traceability.

7. Innovation and Continuous Improvement

- Encourage innovation to improve the sustainability of practices and products.
- Commit to a process of continuous improvement of environmental and social performance.

8. Ethics and Integrity

- Comply with the highest standards of integrity and ethics in all business transactions.



- Implement strict anti-corruption and conflict-of-interest policies.

9. Transparency and Communication

- Provide clear and transparent information on CSR practices and performance.
- Maintain open communication with the Group to share best practices and collaborate on CSR initiatives.

10. Social and Community Engagement

- Contribute positively to local communities through economic and/or social initiatives.
- Encourage support for local projects that improve the quality of life of surrounding populations.

RESPONSIBLE PROCUREMENT CHARTER

The Maison Pommery & Associés Group (hereinafter referred to as “Pommery”) wishes to share with its Partners a common set of rules, practices and principles relating to ethics, social responsibility and environmental protection.

Pommery is committed to a sustainable development approach. It guarantees a high level of compliance by promoting collaboration with Suppliers who are committed alongside it and share its values.

Accordingly, Pommery requires its Suppliers to comply with the ethical principles set out in this Responsible Procurement Charter and to ensure that these principles are respected by their own suppliers and subcontractors.

This Responsible Procurement Charter defines the minimum non-negotiable standards that Pommery requires its direct and indirect Suppliers to adopt and comply with as part of their business relationships.

Pommery is committed, in the conduct of its activities, to complying with all applicable laws, regulations and national and international conventions, as well as with best practices, particularly in the areas of ethics, social responsibility and environmental protection.

Pommery expects the same level of compliance with applicable laws and ethical principles from its Suppliers in the management of their own businesses. Pommery requires strict compliance with these standards by all its Suppliers, their employees, their production sites, their subcontractors, as well as their own suppliers. More generally, Pommery also expects all Suppliers to comply with legislation relating to corporate social responsibility, whether national, European or international.

Where national legislation or other applicable regulations and this Responsible Procurement Charter address the same subject matter, the highest standards or the most stringent provisions shall apply. Where this Responsible Procurement Charter conflicts with applicable legislation, the applicable legislation shall prevail.

Pommery works with Suppliers who agree to comply with the requirements of this Responsible Procurement Charter and with the principles set out in the conventions of the International Labour

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Maison fondée en 1976

CHAMPAGNE
POMMERY
A REIMS-FRANCE

Maison
Pompadour
Maison fondée en 2003

CHAMPAGNE
Charles LAFITTE
SUCCESEUR DE GÉORGE COLET
Maison fondée en 1834

CHAMPAGNE
Château La Conde
Depuis 1662
Depuis 1662

Domaine Royal de
Jarras
SAINT-EMILION
Maison fondée en 1883

ROZÈS
PORTO
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Depuis 2001



Organization, the Universal Declaration of Human Rights, the United Nations Global Compact (to which Pommery has been a signatory since June 2003), the OECD Guidelines for Multinational Enterprises and the United Nations Women's Empowerment Principles.

Suppliers act as guarantors vis-à-vis Pommery for the work carried out by their subcontractors and suppliers, and guarantee that their own subcontractors and suppliers comply with this Responsible Procurement Charter and the related obligations.

In the event of a breach of this Responsible Procurement Charter by one of its Suppliers or by one of their suppliers or subcontractors, Pommery reserves the right to review and, where appropriate, terminate the business relationship, under the conditions provided for by applicable law, even in the absence of a written contract formalising such relationship, without prejudice to any other rights or remedies available to Pommery.

1. LABOUR STANDARDS AND SOCIAL RESPONSIBILITIES

Pommery requires exemplary behaviour from its Suppliers in terms of social responsibility.

Pommery complies with the Universal Declaration of Human Rights, supplemented in Europe by the Charter of Fundamental Rights of the European Union and the European Convention on Human Rights, and recognises all of these rights for its stakeholders (employees, customers, etc.). It expects the same from its Suppliers.

1.1 Employment practices: The Supplier shall employ only workers who are legally authorised to work on their sites and is responsible for verifying employees' work permits using the required documentation. All work must be voluntary, and workers must be free to leave their employment or resign subject to reasonable notice. Wherever possible, work shall be performed on the basis of a recognised employment relationship established through national law and practice. Obligations towards employees arising from labour or social security legislation and regulations resulting from a regular employment relationship shall not be avoided through the use of labour-only subcontracting, outsourcing, home-working arrangements, or apprenticeship programmes without a genuine intention to impart skills or provide regular employment. Such obligations shall also not be avoided through the excessive use of fixed-term employment contracts. Where workers are engaged through labour agencies, the Supplier shall comply with ILO Convention No. 181 on Private Employment Agencies.

1.2 Prohibition of child labour: The Supplier is strictly prohibited from using child labour, in accordance with ILO Conventions No. 138 on Minimum Age and No. 182 on the Worst Forms of Child Labour. ILO Convention No. 138 provides that no child under the age of fifteen (or fourteen in certain developing countries) may be employed, subject to the exceptions provided for by the ILO or national law. Where the Supplier employs young workers, it must demonstrate that such employment does not expose them to excessive physical risks that could harm their physical, mental or emotional development. Child labour refers to work that is mentally, physically, socially or morally dangerous or harmful to children, or that unduly interferes with their schooling.

1.3 Prohibition of forced labour: The Supplier shall under no circumstances use or benefit from

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SUCCESSION DE GÉORGE COLET
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CHAMPAGNE
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forced labour, in accordance with ILO Conventions No. 29 on Forced Labour and No. 105 on the Abolition of Forced Labour. The use of forced labour, slavery, servitude or human trafficking by Suppliers, as well as the retention of identity papers or work permits, the requirement of deposits from workers, or the use of any other form of coercion, is strictly prohibited. All workers have the right to freely accept or leave employment. Suppliers may not require workers to work to repay a debt owed to them or to a third party. The Supplier shall not use factories or production facilities where workers are compelled to work without remuneration, nor engage subcontractors that use such practices or facilities.

1.4 Prohibition of illegal, clandestine and undeclared work: The Supplier shall comply with all applicable regulations to prevent illegal, clandestine and undeclared work.

1.5 Prohibition of discrimination, harassment and abuse: The Supplier shall conduct its activities with dignity, respect and integrity, ensuring equal and fair treatment of its employees. In its recruitment, employment, remuneration, access to training, promotion, maternity protection and termination practices, the Supplier shall refrain from any discrimination based on race, ethnic or national origin, colour, religion, gender, age, physical ability, sexual orientation, political affiliation, trade union membership, medical tests or marital status, in accordance with ILO Convention No. 111 on Discrimination. No form of psychological, physical, sexual or verbal violence, intimidation, threat or harassment shall be tolerated. The Supplier shall respect employees' right to privacy when collecting personal information or implementing workforce monitoring practices. Where the Supplier employs direct or contracted security personnel to protect its staff and assets, it shall ensure that such personnel apply the same standards of fair and equitable treatment. The Supplier shall promote the inclusion of persons excluded from employment, particularly persons with disabilities. More generally, it shall promote equal opportunities, diversity and inclusion for all employees.

1.6 Wages and benefits: The Supplier shall at a minimum pay regular wages at least on a monthly basis, compensate overtime at the legally required rate, and comply with all legal requirements relating to social benefits and compensatory allowances. Where no legal minimum wage or overtime rate exists in the relevant country, the Supplier shall ensure that wages are at least equal to the average minimum for the relevant industry sector, and that overtime compensation is at least equal to the standard hourly wage. No wage deductions shall be made for disciplinary purposes. More generally, Pommery reaffirms that employee well-being must be taken into account by Suppliers, implying decent working conditions.

1.7 Working hours and rest periods: The Supplier shall ensure that employees work under conditions that comply with all applicable laws and mandatory industry standards regarding working hours and days. In the event of a conflict between a law and a mandatory industry standard, the Supplier shall comply with the provision prevailing under national legislation.

1.8 Freedom of association and collective bargaining: The Supplier shall grant employees the right to freedom of association and collective bargaining in accordance with all applicable laws and regulations. The Supplier shall ensure respect for freedom of expression. The Supplier recognises and respects workers' right to collectively bargain and to form or join trade unions of their choice without any sanction, discrimination or harassment.



1.9 Non-discrimination: The Supplier shall implement a policy in compliance with applicable law prohibiting any discrimination in recruitment and employment practices based on race, colour, religion, gender, age, physical ability, national origin or any other criterion prohibited by law.

1.10 Health and Safety: The Supplier shall provide its workers with a safe and healthy working environment in order to prevent accidents or physical harm arising from, associated with, or occurring in the course of work, including during the handling of equipment or business travel. Suppliers shall establish procedures and training to identify, prevent and mitigate, as far as possible, any hazards posing a risk to employees' health, hygiene and safety. They shall comply with all applicable local and international laws and regulations in this respect. The same principles apply to accommodation provided to employees by the Supplier. At a minimum, the Supplier shall provide potable water, adequate sanitary facilities, emergency exits and essential safety equipment, access to emergency medical assistance, and workstations with appropriate lighting and equipment. All Supplier employees shall be entitled to a health and social protection system in accordance with applicable local legislation.

1.11 Product quality and safety: All products and services supplied by the Supplier shall comply with the quality and safety standards required by applicable legislation. In its business dealings with Pommery and/or companies within its group, or on their behalf, the Supplier shall comply with the quality requirements of the Pommery Group.

More generally, the Supplier shall ensure compliance with the fundamental conventions of the International Labour Organization, namely:

- Convention No. 87 on Freedom of Association and Protection of the Right to Organise, 1948;
- Convention No. 98 on the Right to Organise and Collective Bargaining, 1949;
- Convention No. 29 on Forced Labour, 1930 (and its 2014 Protocol);
- Convention No. 100 on Equal Remuneration, 1951;
- Convention No. 111 on Discrimination (Employment and Occupation), 1958;
- Convention No. 105 on the Abolition of Forced Labour, 1957;
- Convention No. 138 on Minimum Age, 1973;
- Convention No. 182 on the Worst Forms of Child Labour, 1999.

2. ENVIRONMENTAL REGULATIONS AND PROTECTION

Pommery seeks to reduce its environmental impact by taking into account the sustainability and durability of its actions.

2.1 Compliance with legal requirements: As part of improving its environmental performance, Pommery requires its Suppliers to comply with all applicable environmental laws and to demonstrate continuous improvement in their environmental performance, in order to provide Pommery with environmentally responsible products and services.

2.2 Compliance with local and international standards: Pommery requires its Suppliers to comply with local and international environmental regulations and standards and to obtain the required environmental permits.



2.3 Encouraging the reduction of environmental impact: Pommery encourages initiatives by its Suppliers aimed at reducing the environmental impact of their activities, in particular through the use of green technologies. Suppliers shall ensure that their practices enable:

- sustainable and efficient use of energy and natural resources (water, raw materials, etc.);
- the promotion of eco-design;
- the implementation of logistics processes to reduce greenhouse gas emissions.

2.4 Promotion of environmental best practices: Pommery seeks to identify, encourage, promote and monitor the following environmental best practices implemented as part of an environmental management system:

- improvement of the environmental performance of production sites and tools, in particular through proper waste treatment, elimination of air, water and soil pollution, reduction of greenhouse gas emissions, promotion of renewable energy use, reduction of water and energy consumption, and appropriate management of hazardous chemicals;
- innovation in sustainable viticulture;
- implementation of measures to preserve local biodiversity and ensure traceability and regulatory compliance of raw materials and substances used;
- contribution to the continuous improvement of products' environmental performance throughout their life cycle;
- sourcing raw materials in a way that limits the depletion of natural and non-renewable resources;
- ensuring that personnel whose activities have a direct environmental impact are trained, competent and provided with the necessary resources to effectively carry out their duties.

3. PROFESSIONAL INTEGRITY REQUIREMENTS

Pommery requires exemplary integrity from its Suppliers in the conduct of their activities.

3.1 Legal requirements: The Supplier shall act in full compliance with all applicable local, national and international laws in the conduct of its business.

3.2 Prohibition of all forms of corruption: Pommery strongly condemns corruption. This commitment is reflected in the Anti-Corruption Code of Conduct available on its website. The Supplier shall comply with all applicable anti-corruption laws and take appropriate measures to prevent, detect and sanction any acts, whether direct or indirect, of corruption or influence peddling within the scope of its activities. More generally, the Supplier shall comply with the highest standards of integrity in professional interactions and shall therefore implement due diligence measures to detect related risks, including monitoring third-party activities, verifying the identity of counterparts or beneficiaries of funds, and the location of bank accounts. Suppliers undertake not to offer, give, promise or grant any gift, benefit or advantage to company employees in order to obtain a favourable decision.

3.3 Prevention of conflicts of interest: The Supplier shall comply with all applicable legislation relating to conflicts of interest and shall avoid any situation giving rise to a conflict of interest in the context of its collaboration with Pommery.



3.4 Prohibition of money laundering: The Supplier undertakes to take all appropriate measures to prevent its operations from being used as a vehicle for money laundering. The Supplier shall not participate in, facilitate or support money laundering.

3.5 Competition law compliance: The Supplier undertakes to comply with applicable competition law in the countries in which it operates, including prohibitions on abuse of a dominant position, concerted practices or unlawful agreements between competitors.

3.6 Confidentiality: The Supplier undertakes to take all necessary measures to ensure the confidentiality of trade secrets and any other non-public information disclosed in the context of its business relationship with Pommery. In the course of its collaboration with Pommery, the Supplier may receive sensitive information, including intellectual property rights and inside information. The Supplier shall not use sensitive information, directly or indirectly, to conduct transactions in Pommery-listed securities or to influence contract negotiations with third parties.

3.7 Prevention of insider trading: The Supplier shall comply with applicable insider trading laws and refrain from buying or selling, directly or indirectly, securities of Pommery or related financial instruments on the basis of inside information.

3.8 Protection of personal data: Everyone has the right to the protection of their personal data. The processing of such data by Suppliers shall comply with the General Data Protection Regulation (GDPR) and all other applicable laws and regulations. Suppliers shall comply with applicable personal data protection laws and regulations. In the event of an incident involving the processing of entrusted personal data, Suppliers undertake to notify Pommery at the following address: rgpd@vrankenpommery.com

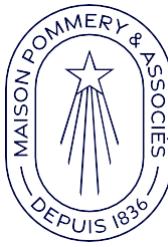
, as soon as they become aware of it and as quickly as possible in order to limit its impact. Suppliers shall implement secure IT systems to prevent cyberattacks or data breaches. Where Pommery grants access to its IT systems, Suppliers shall comply with Pommery's IT charter. In all cases, Suppliers shall comply with any security requirements communicated by Pommery.

3.9 Customs authorities and security: The Supplier shall comply with applicable customs legislation, including with respect to imports and the prohibition of transhipment of goods in the country of import.

3.10 Trade restrictions and international sanctions: The Supplier shall comply with trade restrictions and international sanctions, taking into account their evolution, as well as laws and regulations relating to export controls.

3.11 Protection of assets: The Supplier shall take all necessary measures to protect Pommery's resources and assets, in particular its intellectual property rights. Suppliers undertake to combat counterfeiting through a strategy of prevention, cooperation and communication. By way of example, all finished or semi-finished products bearing Pommery's distinctive signs that have not been ordered or have been rejected must be destroyed by the Supplier in accordance with Pommery's instructions.

3.12 Public statements: The Supplier shall exercise the utmost caution with regard to its public statements, particularly on the internet and social media. It shall ensure that such statements are



not attributed to Pommery and are consistent with the Supplier's confidentiality and professional secrecy obligations.

3.13 Transparency of information: The Supplier shall provide clear and accurate information regarding the methods and resources used, production sites, and the characteristics of the products or services supplied, and shall refrain from any misleading claims.

3.14 Compliance with economic sanctions: Suppliers undertake to comply with and adhere to regulations relating to economic sanctions, including export and import controls, embargoes and other restrictions (duties, quotas, asset freezes, etc.). In the context of the business relationship, Suppliers shall guarantee that they will declare any sanctions to which they are or may become subject.

3.15 Establishing a sustainable and balanced relationship with Suppliers: Pommery seeks to embed its relationships with Suppliers within a sustainable value chain that promotes balanced relationships. Pommery endeavours to contribute to the development of the territories in which it operates and expects Suppliers to do the same. To this end, Suppliers shall:

- build networks of relationships that contribute to their development while ensuring smooth interactions with local stakeholders and managing the territorial impacts of their activities;
- seek to develop economic activity in proximity to their area of influence.

4. MONITORING AND AUDIT

4.1 Monitoring: Pommery reserves the right to monitor compliance with these principles and to conduct compliance audits at its Suppliers' premises, as well as at those of their own suppliers and subcontractors. Pommery's Suppliers shall provide all necessary information and facilitate access for Pommery's representatives seeking to verify compliance with the requirements of this Charter. Suppliers undertake to improve or remedy any deficiencies identified. Pommery may also support its Suppliers in implementing and applying best practices in order to resolve minor cases of non-compliance.

4.2 Accuracy of records and access to information: Suppliers shall maintain sufficient records to demonstrate compliance with this Responsible Procurement Charter and shall make complete, accurate and authentic records available to Pommery's representatives.

Suppliers agree to be assessed by Pommery with regard to compliance with this Charter.

5. SUPPLIER ACKNOWLEDGEMENT

Suppliers acknowledge that they have read this Charter and undertake to support Pommery in the development of its CSR strategy by mobilising the necessary resources to comply with its provisions.

To this end, Suppliers shall disseminate this Responsible Procurement Charter to the relevant employees and make use of the whistleblowing mechanism available on Pommery's website to report any breaches of the principles set out in this Charter.