

ABInBev

Anheuser-Busch InBev Supplier Anti-Corruption Policy

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1. Introduction

- 1.1 Anheuser-Busch InBev NA/SV, together with its direct and indirect subsidiaries (collectively, “AB InBev”) has a zero tolerance policy toward bribery and corrupt conduct in any form. Bribes, kickbacks, and other improper inducements involving public officials, customers, suppliers, or all other counterparties are strictly prohibited. This prohibition includes “facilitation” payments (*i.e.*, small payments made to a government official who performs routine, non-discretionary official duties).
- 1.2 This Supplier Anti-Corruption Policy (“Policy”) applies to all parties who supply goods or services to AB InBev, including third party suppliers that any supplier might engage in connection with its supply for AB InBev (collectively, “Suppliers”).

2. Preventing Bribery

- 2.1 In connection with goods or services provided to AB InBev pursuant to any agreement, Suppliers must agree that none of their directors, officers, employees, affiliates, agents, and third parties they engage will offer, promise, authorize, give, solicit or accept bribes or kickbacks in any form.
- 2.2 Suppliers must, and must ensure that their directors, officers, employees and agents will:
 - 2.2.1 Comply with all applicable anti-corruption laws;
 - 2.2.2 Not directly or indirectly offer, promise, or authorize the payment of any money, advantage, or other thing of value to any persons (including any government officials, AB InBev employees or representatives, or any other third parties) in order to secure an improper advantage;
 - 2.2.3 Not solicit, accept, or agree to accept any money, advantage, or other thing of value from an AB InBev employee, director, officer, or any third party in exchange for an improper advantage;
 - 2.2.4 Not pay or provide anything of value to a third party where there is reason to suspect that all or part of the payment or thing of value may be provided to a person for an improper purpose; and
 - 2.2.5 Not do anything to induce, assist, or permit someone else to violate these prohibitions.

3. Accurate Books and Records

- 3.1 Suppliers must keep accurate and complete books and records, including supporting documentation, relating to their business relationship with AB InBev. Suppliers must maintain accurate, detailed, and itemized invoices, with receipts and other adequate supporting documentation for any fees or disbursements paid on AB InBev’s behalf.

4. Third Parties

- 4.1 Suppliers must conduct risk-based integrity due diligence on individuals or entities they engage who may interact with government officials in connection with their business relationship with AB InBev. This diligence must be conducted prior to any engagement of any such third party and the records of such diligence must be maintained for at least five years after such engagement. A model due diligence questionnaire can be provided upon request. Suppliers must also require such third parties to comply with the principles contained in this Policy.

5. Transparency and Disclosure

- 5.1 Subject to applicable laws, Suppliers **must** promptly disclose to AB InBev the details of any allegations (including whistleblower reports), reports, or evidence of bribery or corruption (including demands for improper payments, regardless of whether any

payment was made in response) that relate to their supply to AB InBev. This includes the details of any notice, subpoena, legal demand, investigation, enforcement action, court proceeding, or other communication from any government authority concerning bribery or corruption.

- 5.2 Suppliers **must** also promptly disclose to AB InBev if any of its owners, partners, officers, directors, employees, affiliates or agents is or will become an official or employee of any government, government agent, department or instrumentality (including state-owned enterprises), political party, or public international organization.
- 5.3 If any Supplier believes that it may have identified a bribery or corruption issue, or any other matter that requires disclosure, it should immediately submit a confidential report electronically through [Compliance Helpline](#).
- 5.4 AB InBev, at its discretion, may periodically require Suppliers to execute and deliver certifications attesting to Suppliers' continued compliance with applicable anti-corruption laws, the provisions of this Policy and other contractual terms relating to anti-corruption compliance.

6. Cooperation

- 6.1 Suppliers **must** cooperate fully with AB InBev at their own expense in connection with any internal or government-led investigation, or review into their compliance with this Policy, or any potential bribery or corruption issues, relating to their supply to AB InBev, including by appointing a representative with sufficient seniority and authority to respond to requests.

7. Training

- 7.1 Suppliers must provide appropriate training to their officers, directors, employees and business partners, and conduct sufficient monitoring of their activities to secure their compliance with this Policy. If a Supplier needs assistance with such training, AB InBev may be able to assist. Suppliers must distribute this Policy to all officers, directors, employees or business partners who work on AB InBev matters.

8. Consequences for Violations

- 8.1 If AB InBev has a reasonable suspicion that a Supplier has violated the terms of this Policy, including when a Supplier fails to transparently disclose bribery or corruption issues, AB InBev may terminate or restrict its business relationship with the Supplier, regardless of any other agreement. AB InBev may restrict its business relationship with the Supplier by suspending the making or reimbursing any payments.
- 8.2 Any colleague found to have violated this Policy may be subject to appropriate disciplinary action. This may include but is not limited to, written or verbal reprimand, suspension, reassignment, demotion or termination of employment.

