

# Conflict of Interest Policy



# **Conflict of Interest Policy**

## **1. Purpose:**

The purpose of this Policy is to establish the principles to identify and manage actual or perceived Conflicts of Interest and prevent them from harming the Company. The interests of the Company and those of its associates must be aligned in order to avoid situations that could harm our business or organizational culture.

## **2. Scope:**

This Policy applies all associates of the different subsidiaries, affiliates, and business units in all countries where the Company has operations, as well as to suppliers and other third parties.

The guidelines of this policy should be interpreted broadly; in other words, associates must seek to comply with the letter and the spirit of this policy.

Note: In case of conflict between this Policy and the Policy and Guidelines for Operations with Related Persons, the provisions of the Policy and Guidelines for Operations with Related Persons will prevail.

## **3. Definitions and Abbreviations:**

**Arca Continental or The Company:** Arca Continental, S.A.B. de C.V. y and its Subsidiaries.

**Actual Conflict of Interest:** An actual Conflict of Interest arises when there is a factual situation that implies a Conflict of Interests in accordance with this Policy.

**Apparent Conflict of Interest:** This means that a reasonable person could perceive that a situation exists that compromises the impartiality, objectivity, professionalism, or loyalty of one or more persons.

**Associate:** This is any person who is employed or has a work relationship with the Company or any of its companies.

**Compliance Officer:** The Company official in charge of the Ethics and Compliance System. You can contact the Compliance Officer through the following means: for Coca-Cola Southwest Beverages: COBC@cocacolaswb.com; for Wise and other operations: integrity.etica@arcacontal.com.

**Conflict of Interest:** Any situation or circumstance in which the Personal Interest of an Associate may affect or may reasonably be perceived as affecting the impartial, objective, and professional performance of his/her responsibilities or functions in the Company. This may arise, among other situations, from personal relationships, investments, professional,

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economic, or social activities, participation in associations, societies, boards, councils, or other organizations and bodies, or any other manner not specifically identified herein.

**Entertainment:** Any recreational activity.

**Gift:** Any present or benefit of any value, including, goods, money, securities, services, travel, favors, or preferential treatment.

**Interest of the Company:** Any situation or consideration intended to benefit or to avoid harm to the Company.

**Intermediary:** Any agent, manager, consultant, advisor, distributor, business partner, or service provider that in any way represents the Company or its interests.

**Person in a Special Situation:** Any person who, by virtue of his/her relationship with an Associate, could create or be perceived as creating a Conflict of Interest for the Associate.

**Personal Interest:** Any interest of an Associate or of his/her relatives derived from their personal condition and/or their activities outside the Company, which could create a Conflict of Interest for the Associate.

## **Relatives:**

- (i) The Associate's spouse or significant other;
- (ii) The Associate's or the Associate's spouse's significant other's children or grandchildren, as well as their spouses or significant others;
- (iii) The Associate's or the Associate's spouse's significant other's father, mother, siblings, or grandparents;
- (iv) The Associate's cousins, uncles, or nephews, and
- (v) Any family member who lives in the same household as the Associate.

**Statement of Independence:** Statement signed by every Associate in which he/she identifies any relationship with legal or natural persons, or any other fact that may give rise to a Conflict of Interest.

**Third Party Interest:** any interest that a third party related to an associate may have, derived from his or her personal condition and/or activities outside the Company, which could represent an economic benefit or of any other nature.

**Subsidiary:** companies in which Arca Continental directly or indirectly owns a majority of the shares that form part of their capital stock, or whose financial results are at least 50% consolidated by Arca Continental.

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## **4. Policy Guidelines:**

The Company requires, in accordance with our Code of Ethics and Policies of Conduct, that its suppliers and other third parties with whom it maintains business relationships act with integrity and adhere to certain ethical and behavioral standards. Associates must be perceptive and seek to ensure that the Suppliers and other third parties with whom they interact on behalf of the Company comply with the provisions of this Policy.

The Company expects its associates, in the performance of their functions and interaction with customers and suppliers, to act in the Interest of the Company, and to avoid seeking inappropriate benefits through their positions or contacts in the Company.

Note: The Coca-Cola Company or any of its affiliates, Monster Beverages Company or any of its affiliates, Keurig Dr. Pepper or any of its affiliates and bottlers from the Coca-Cola System shall not be considered as customers or suppliers for the purposes of this Policy, but as strategic partners with whom the Company maintains a particular business relationship through which there is a common convergence of interests. In case of doubt about any situation that could compromise the impartiality, objectivity, or loyalty of an associate towards the Company, the principle of Transparency must be applied, and the specific situation must be consulted through the regular established channels.

### **General Principles:**

**Priority Interest.** Associates must always consider the Interest of Arca Continental and avoid conflicts with their Personal Interests or the interests of any third party.

### **Transparency and Objectivity.**

Any possible Conflict of Interest must be disclosed in the manner established in this Policy. Associates must honestly and objectively evaluate situations that could give rise to Conflict of Interest, real or apparent, and avoid affecting the Interest of Arca Continental.

**Commitment and Professionalism.** Associates must avoid any situation that affects their impartiality, objectivity, and professionalism.

**Personal or Professional Activities:** Associates must dedicate all of their business-related time to the benefit of Arca Continental and avoid personal or other activities that interfere with the full performance of their responsibilities.

Except for exceptional situations expressly authorized by the Human Capital area, Associates must not engage in activities that interfere with their working time or with the performance of their duties at Arca Continental.

Associates are strictly prohibited from participating in any business, company, or activity that competes with Arca Continental's business.

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**Relatives or Persons in a Special Situation:** Besides exceptional and previously authorized situations by the Administration and Finance and Human Capital areas, Associates are prohibited from participating in any negotiation or commercial, professional, or labor relationship between Arca Continental and their Family members or Persons in Special Situations. Associates must immediately inform the Human Resources or Administration and Finance area, as the case may be, of any circumstance that could give rise to any such situation.

**Investments:** Arca Continental Associates must not allow their personal investments to influence them in the performance of their responsibilities and functions in the Company.

Arca Continental Associates must avoid investing in a competitor of the Company.

Arca Continental Associates who have discretionary power to reach agreements with a supplier, customer, and any other business partner should avoid investing in such suppliers or customers. The only exception to this prohibition will be for mutual funds or passive investments in portfolios managed by third parties. Exceptions beyond mutual funds or passive investments in third-party managed portfolios may be agreed only if approved by the Compliance Officer. This rule applies to both listed companies and private companies.

**Interaction with Suppliers:** Associates must treat the Company's suppliers with professionalism and integrity. Associates must declare to their immediate manager any Conflict of Interest before establishing contact with a current or potential supplier.

Former Associates may not be suppliers (directly or through their participation in companies or businesses of any kind) during the two years following the termination of their employment relationship. Exceptions to this prohibition will only be allowed if the Executive Director of Administration and Finance, in consultation with the Executive Director of Human Capital and the Compliance Officer, determines that there are appropriate commercial reasons or legitimate benefit to the Company's Interests.

**Interaction with Customers:** Associates must avoid any situation that may create a Conflict of Interest or improper interaction with clients and customers, such as by requesting any type of personal favor or compensation in exchange for better commercial conditions, offering preferential treatment in exchange for favors or personal benefits, or conditioning sales or commercial conditions to receive a personal benefit.

All Associates must declare to their immediate manager any potential Conflict of Interest before establishing contact with a current or potential client. The Executive Director of Administration and Finance, in consultation with the Compliance Officer, will consider the situation and identify any remediation measures.

**Gifts and Entertainment:** Associates must never accept Gifts or Entertainment from third parties that may give rise to a Conflict of Interest.

Guidelines and Rules:

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- a. The value of the Gift or Entertainment is not the only factor that can give rise to a Conflict of Interest. When considering whether to accept a Gift or Entertainment, Associates should use their prudent judgment, including an honest assessment of whether such Gift or Entertainment could reasonably be perceived to compromise their independence, impartiality, or objectivity.
- b. Any Gift or Entertainment with a value exceeding \$100 USD or the equivalent in local currency must be declared in the format established in order to be reviewed and approved or not by the competent authorities as established in this Policy.
- c. All Invitations to travel, regardless of their value, must be declared through the established format and must receive prior approval from the competent areas.
- d. Any Gift, Invitation, or Entertainment, regardless of its value, received from a third party under any of the following circumstances: i. in the execution of a bidding process, ii. during supplier registration, iii. during the negotiation of a commercial agreement, iv. during the decision-making process, v. in case of a personalized or specific gift or invitation, or any other similar circumstance, must be declared through the established format and go through the corresponding revision procedure.
- e. Gifts or Entertainment offered by a third party must be received at Arca Continental's facilities, regardless of the amount thereof.
- f. Gifts or Entertainment that do not meet the established criteria, as well as those that, upon review, do not comply with the limits and guidelines of this policy or the Gifts and Entertainment guidelines of each country operations where they exist, must be delivered to the Human Resources Area.

If in doubt about whether to accept a Gift or Entertainment, the Compliance Officer should be consulted through the means mentioned below in the present Policy.

**Conflict-of-interest Statement:** All Associates who join Arca Continental must complete and sign a Statement of Independence. The Human Resources area, in coordination with the Compliance Officer, will be responsible for designing and managing the formats of the Statement of Independence, including the applicability by area or level of responsibility and any renewal periods.

## **Reports and Means of Contact**

Conflicts of Interest can be difficult to identify, and it is not possible to foresee all situations that could cause them, so it is essential that associates consult the Compliance Officer and use the means provided by the Company to clarify any doubts and channel any possible violation of this Policy.

The means to make inquiries are:

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- For Coca-Cola Southwest Beverages: COBC@cocacolaswb.com
- Wise and the Company's other operations: integridad.etica@arcacontal.com

## **5. Vigilance, Compliance with and Interpretation of the Policy:**

All managers must monitor the application of and compliance with this policy within their work areas and activities.

The Human Resources and Administration and Finance Directors are responsible for the administration and adoption of measures identified in this Policy. Said Directors may consult with their respective Compliance Officers about the scope of their responsibility and shall inform him/her of any protocol, report, or other relevant document or information in relation to the foregoing.

The Compliance Officer is responsible for developing criteria and answering questions about the interpretation and application of this Policy.

Complaints and investigations of possible violations of this Policy will be dealt with in accordance with the Code of Ethics and Policies of Conduct as well as the applicable policies and protocols of the Company.

## **6. Consequences or Sanctions for Lack of Compliance with the Policy:**

Any breach of this policy must be reported to the Human Capital Directors. Failure to comply with the provisions of this policy by any of the responsible parties may result in discipline, up to and including termination of employment in accordance with the Code of Ethics of Arca Continental and any other applicable Law.

The Company may determine the existence of a real or apparent Conflict of Interest, as well as take the appropriate actions to remedy the same.

## **Changes Log POL-GG-JEC-EYC-001:**

Issue date:	April 2021
Date of application:	April 2021
Date of last update:	1 may 2025
Initial effective date of the update:	1 may 2025
Director responsible for the issue or update:	Ethics and Compliance Director

Any associate who reasonably suspects or becomes aware of conduct that deviates from this policy is encouraged to make a complaint to any manager or by any other means, including the Transparency Mailbox, through the following options:

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1. The “Transparency Mailbox” on the corporate intranet or on the Arca Continental web page <https://www.buzondetransparenciaac.com/>
2. The toll-free phone lines:
  - In Argentina: 0800-345-2036
  - In Ecuador: 1-800-001-684
  - In the USA: 1-833-761-8291
  - In Mexico: 800-880-0754
  - In Peru: 0800-74684