



**CODE OF BUSINESS CONDUCT
FOR SUPPLIERS TO
COCA-COLA BEVERAGES FLORIDA, LLC**

Introduction

Coca-Cola Beverages Florida, LLC (“CCBF”)¹ expects all of its employees to comply with the law and act ethically in all matters. We have the same expectations of our suppliers. Our Code of Business Conduct sets the basic standards for employee conduct. This Code of Business Conduct for Suppliers to CCBF (“Code”) establishes related requirements for our suppliers. Working together, we can achieve great success by doing the right thing.

Note: This Code contains general requirements applicable to all suppliers to CCBF. Particular supplier contracts may contain more specific provisions addressing some of these same issues. Nothing in this Code is meant to supersede any more specific provision in a particular contract, and to the extent there is any inconsistency between this Code and any other provision of a particular contract, the other provision will control.

Conflicts of Interest

Employees of CCBF should act in the best interest of CCBF. Accordingly, employees should have no relationship, financial or otherwise, with any supplier that might conflict, or appear to conflict, with the employee’s obligation to act in the best interest of CCBF. For example, suppliers should not employ (unless such restriction is prohibited by law) or otherwise make payments to any employee of CCBF during the course of any transaction between suppliers and CCBF if such employee has discretionary authority in dealing with the supplier or otherwise engages with supplier on behalf of CCBF. Friendships outside of the course of business are inevitable and acceptable, but suppliers should take care that any personal relationship is not used to influence the CCBF employee’s business judgment. If a supplier employee is a family relation (spouse, parent, sibling, grandparent, child, grandchild, mother- or father-in-law, or same or opposite sex domestic partner) to an employee of CCBF, or if a supplier has any other relationship with an employee of CCBF that might represent a conflict of interest, the supplier should disclose this fact to CCBF or ensure that the CCBF employee does so.

Gifts, Meals and Entertainment

Employees of CCBF are prohibited from accepting anything more than modest gifts, meals and entertainment from suppliers. Ordinary business meals and small tokens of appreciation, such as a logo pen or t-shirt or small gift baskets at holiday time, generally are fine, but suppliers should avoid offering CCBF employees travel, frequent meals or expensive gifts. Gifts with a total retail value of greater than \$75 are presumptively not modest. Gifts of cash or cash equivalents, such as gift cards, are never allowed.

Business and Financial Records

Both suppliers and CCBF must keep accurate records of all matters related to suppliers’ business with CCBF. This includes the proper recording of all expenses and payments. If CCBF is being charged for a supplier employee’s time, time records must be complete and accurate. Suppliers should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

¹ *This document is applicable to suppliers of CCBF and, as applicable, its majority-owned subsidiaries and affiliated entities. Use of the term “CCBF” in this document refers to CCBF or, as applicable, one or more of its subsidiaries or affiliated entities, whichever is relevant to the particular supplier relationship.

Anti-Bribery

Suppliers acting on behalf of CCBF must comply with the U.S. Foreign Corrupt Practices Act, as well as all local laws dealing with bribery of government officials. In connection with any transaction as a supplier to CCBF, or that otherwise involves CCBF, suppliers must not transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company or political party, in order to obtain any improper benefit or advantage. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of CCBF, or out of funds provided by CCBF. Suppliers must furnish a copy of this accounting to CCBF upon request.

Protecting Information

Suppliers should protect the confidential information of CCBF. Suppliers who have been given access to confidential information as part of the business relationship should not share this information with anyone unless authorized to do so by CCBF. Suppliers should not trade in securities, or encourage others to do so, based on confidential information received from CCBF. If a supplier believes it has been given access to CCBF's confidential information in error, the supplier should immediately notify its contact at CCBF and refrain from further distribution of the information.

Similarly, suppliers should not share with anyone at CCBF information related to any other company if suppliers are under a contractual or legal obligation not to share the information.

Reporting Potential Misconduct

Suppliers who believe that an employee of CCBF, or anyone acting on behalf of CCBF, has engaged in illegal or otherwise improper conduct, should report the matter to CCBF through email at ccbfethics@cocacolaflorida.com or by calling the toll-free number (844) 806-5512. A supplier's relationship with CCBF will not be affected by an honest report of potential misconduct.

CCBF reserves the right to amend, alter or terminate this Code at any time and for any reason without notice.

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