
TITLE: **Supplier Code of Conduct: Modern Slavery and Anti-Corruption Laws**
REVISION DATE: December 2024
REVISION FREQUENCY: Annually
WRITTEN BY: Vice-President (Legal) and Secretary
APPROVED BY: Board of Directors

SUPPLIER CODE OF CONDUCT

ABOUT OUR SUPPLIER CODE

At Diamond Estates Wines & Spirits Inc. and at our subsidiaries or divisions, including Diamond Estates Wines & Spirits Ltd., BackYard Vineyards Corp., and Trajectory Beverage Partners (all collectively, “**Diamond**”), we believe in acting as a reputable corporate citizen.

We are committed to conducting all of our business activities in a socially responsible and legally compliant manner.

This Supplier Code of Conduct (“**Supplier Code**”) sets out our expectations for suppliers in the areas of child labour, modern anti-slavery laws and anti-corruption. It reflects our values and expectations, both of ourselves and our suppliers, agents, consultants and other third parties and business partners and their respective employees, directors and officers (each a “**Supplier**”, and collectively, “**Suppliers**”). Diamond strives to do business with Suppliers who share its values and commitments. The expectations set forth herein draw upon international standards and best practices in the area of human rights and anti-corruption and are designed to provide Suppliers with a clear understanding of how they can meet Diamond’s standards and conduct their business activities in compliance with applicable laws.

APPLICABILITY AND SCOPE

Diamond requires its Suppliers (i) to adhere to this Supplier Code and (ii) to implement its requirements in a manner that is appropriate and proportional to the nature and scale of their activities, the goods that they supply and the services that they perform. Suppliers must ensure that all outsourcing or subcontracting for manufacturing, assembly, tasks, raw materials, parts, and transportation of goods, as applicable, are in compliance with this Supplier Code. Diamond reserves the right to request documented evidence of compliance.

While Diamond recognizes that its Suppliers operate in different legal environments, the standards set forth in this Supplier Code operate as formal obligations and in some instances as a benchmark for acceptable conduct. Where applicable local laws or regulations impose less restrictive obligations on a Supplier, the Supplier is expected to adhere to the standards of this Supplier Code. Conversely, where applicable local laws impose greater obligations on a Supplier, the Supplier must comply with such laws and regulations. As such, this Supplier Code serves as the minimum required for compliance. Under no circumstances shall a Supplier fail to adhere to the standards of this Supplier Code or applicable laws or regulations.

REQUIREMENTS FOR SUPPLIERS

Compliance and Human Rights

Each Supplier must comply with all applicable laws, minimum industrial standards and regulations of each country that they operate in and must conduct their business with integrity and in an ethical manner. Each Supplier must respect human rights in accordance with applicable laws and the International Labour Organization (“ILO”) Core Labour Standards and Declaration on Fundamental Principles & Rights at Work.

Forced and Child Labour and Human Trafficking

Use of forced or compulsory labour by a Supplier is strictly prohibited. This includes work or services not voluntarily performed that is required or coerced from a person under threat (whether to such person or to someone that they know), force or penalty, or threatened abuse of law or legal process, including any kind of involuntary or compulsory, indentured or bonded labour, slavery, servitude or other slavery-like circumstances. Workers must not be required, as a condition of employment, to make a deposit or surrender any citizenship documents, government-issued identification, passports, work permits, identification documents, travel documents or any other documents necessary for free movement and termination of employment. Each Supplier must allow their workers the right to leave work and freely terminate their employment, taking into account legal notice period requirements.

Each Supplier must undertake reasonable measures and conduct reasonable due diligence on its own supply chains and operations to ensure there is no use of modern slavery, including without limitation, forced labour or child labour.

Each Supplier may only engage workers, employees and contractors that are permitted to work in the jurisdictions in which the Supplier requires them to work. No Supplier may engage any person under the age of 18 if the work in question would (or could reasonably be expected to):

- a) Be mentally, physically, socially or morally dangerous to a child;
- b) Deprive a child of the opportunity to attend school;
- c) Oblige a child to leave school prematurely;
- d) Require a child to attempt to combine school attendance with excessively long and heavy work;
- e) Otherwise interfere with a child’s schooling.

No Supplier may employ any individual below the minimum age permitted by local law. Each Supplier must operate in compliance with local laws and the core ILO standards regarding child labour. Suppliers are prohibited from engaging in or benefitting from any form of human trafficking. This includes the recruitment, transportation, transfer, harbouring or receipt of persons, by means of threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or a position of vulnerability. Giving or receiving payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation is strictly prohibited for each Supplier.

Each Supplier must notify Diamond immediately if it becomes aware or suspects the use of modern slavery (including, without limitation, forced labour or child labour) in its business operations or supply chains, including the scope and impact of such modern slavery on the Supplier’s business relationship and contract(s) with Diamond. Each Supplier must immediately notify Diamond if it or any of its representatives become the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding

any offence or alleged offence of modern slavery laws (including reporting laws, due diligence laws, criminal laws, etc.).

No Supplier may import any goods which have been produced (or are reasonably suspected to have been produced) in whole or in part with modern slavery, including the use of forced labour or child labour.

Diamond may immediately terminate any contract with any Supplier that breaches any of the anti-modern slavery obligations set forth in this Supplier Code and/or where there is a risk of use of modern slavery in such Supplier's supply chains or business operations, and such Supplier shall indemnify Diamond for any direct or indirect damages suffered by Diamond as a result of such breach.

Conflicts of Interest

Each Supplier must refrain from providing direct or indirect improper personal benefits to Diamond's employees, members of their families or persons with whom they share a close personal relationship. Some gifts and entertainment (e.g., a business courtesy such as a meal or an event that is attended with the Diamond employee) can be accepted provided they are not lavish in the circumstances, cannot reasonably be interpreted as an improper payment and can be disclosed publicly without any embarrassment to Diamond. For greater certainty, no gifts or entertainment are permitted during a request for proposals (or similar) process. Any situation involving a Supplier that may reasonably create even an appearance of conflict of interest should immediately be disclosed to Diamond.

Bribery and Corruption

No Supplier may engage, directly or indirectly, in corruption, fraud, bribery, kickbacks, money laundering, embezzlement, extortion or any other form of corruption. Bribery means directly or indirectly making a payment or giving a reward, advantage, kickback or benefit or anything of value to a foreign government official or to a government official of one's own country to obtain or retain business or any other improper advantage or for any improper or corrupt purpose, for the benefit of a Supplier. This includes directly or indirectly making a payment to a person knowing, or being reasonably expected to know, that the person will forward it, or have it forwarded, to a foreign or domestic government official. Commercial bribery means paying a secret bribe or commission to or conferring a secret benefit on an employee, representative or agent of any third party, without that company's knowledge, to induce the recipient to act or forbear to act in relation to that company's affairs.

No Supplier may, directly or indirectly, give or receive improper business advantage or anything of value in exchange for preferential treatment. Each Supplier must comply with all applicable laws related to anti-corruption and anti-bribery.

Confidentiality

Each Supplier must take all reasonable and necessary precautions to safeguard Diamond's and its partners' information to which it has access, including not disclosing to anyone, inside or outside of Diamond, unless disclosure is properly authorized, in connection with a clearly defined legitimate business need (i.e., shared only on a "need-to-know" basis), and subject to a written confidentiality agreement.

Quality and Food Safety Standards

Diamond is committed to producing high quality and safe products across all of the brands that it produces and/or represents on a sales agency bases. Therefore, each Supplier involved in

any aspect of developing, handling, manufacturing, packaging, transporting, storing products for Diamond or its customers is expected to:

- Comply with all applicable food/wine safety laws and regulations;
- Comply with the local product quality standards, policies, specifications, and procedures that apply to the supplied products;
- Adhere to good manufacturing practices and testing protocols;
- Immediately report issues to Diamond that could negatively affect the quality or public perception of a Diamond product.

APPLICATION AND OVERSIGHT

Monitoring and Record Keeping

Each Supplier must maintain documentation to demonstrate their compliance with this Supplier Code in accordance with applicable law and, if applicable, the terms of their contractual agreement(s) with Diamond.

Each Supplier must promptly provide Diamond with any information or documentation reasonably requested by Diamond (including any accompanying officer's certificates certifying the accuracy and completeness of such information) in order to permit Diamond to comply with any applicable modern slavery reporting obligations (including, without limitation, the Canadian *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, the United States *Uyghur Forced Labor Prevention Act*, and the California *Transparency in Supply Chains Act*, as applicable).

If a Supplier fails to comply with any aspect of this Supplier Code, such Supplier must provide immediate notice of the violation to Diamond. Such Supplier must implement corrective actions immediately to address any contraventions of this Supplier Code. Diamond reserves the right to terminate any agreement with any Supplier in the event of non-compliance with this Supplier Code.

Reporting Contraventions or Breaches

Anyone who believes that a Supplier has engaged in illegal, unethical or otherwise improper conduct, or conducted any other activity in violation of this Supplier Code or the any Slavery Act is strongly encouraged to report such conduct using the contact information below:

Andrew Green, Vice-President
(Legal)

Telephone: (416) 453-2652
Email: agreen@diamondwines.com

Andrew Howard, President

Telephone: (647) 991-5491
Email: ahoward@diamondwines.com

Ryan Conte, CFO

Telephone: (905) 933-8244
Email: rconte@diamondwines.com