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'BAT', 'Group', 'we', 'us' and 'our' means British American Tobacco p.l.c. and all its subsidiaries.

'SoBC' means (i) the Group Standards of Business Conduct, available at www.bat.com/sobc and in our SoBC app; and/or (ii) local versions of the SoBC adopted by a Group Company and available on their local website.

'Code' means this Supplier Code of Conduct, available at www.bat.com/principles, www.bat.com/suppliercode and in our **SoBC app**.

'Suppliers' means any third party that supplies or provides direct product materials or indirect goods or services to any BAT Group Company, including consultants, independent contractors, agents, manufacturers, primary producers, sub-contractors, distributors and wholesalers.

'Workers' means Suppliers' employees, Workers and contractors, including permanent, full-time, part-time, temporary, contingent, sub-contracted, agency and migrant Workers.

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Message from our Director of Operations

Transformation at BAT means reducing the health impact of our business, whilst focusing on our
Director of Operations and governance (ESG) priorities.20.ef) priorities.20.ef) priorities.20.ef) priorities1a0 rur business, whilst focusing on our



Introduction

BAT's Standards of Business Conduct (SoBC) express the high standards of integrity we are committed to upholding. This Supplier Code of Conduct (Code) complements the SoBC by defining the minimum standards we expect our Suppliers to adhere to.

International Standards

This Code supports our continuing commitment to respect human rights and is based on international standards, including:

- the United Nations (UN) Guiding Principles on Business and Human Rights;
- the International Labour Organization's (ILO) Declaration on Fundamental Principles and Rights at Work; and
- the Organisation for Economic Cooperation and Development (OECD) Guidelines for Multinational Enterprises.

Legal Priority

If this Code conflicts with local laws, then the local laws take precedence.

If this Code defines standards which are more stringent than local laws, then those higher standards should be followed – unless to do so would be unlawful under local laws.

Scope and Application

This Code applies to all Suppliers to BAT, as defined on page 1.

Suppliers are expected to meet the requirements of this Code, and this is incorporated into our contractual arrangements.

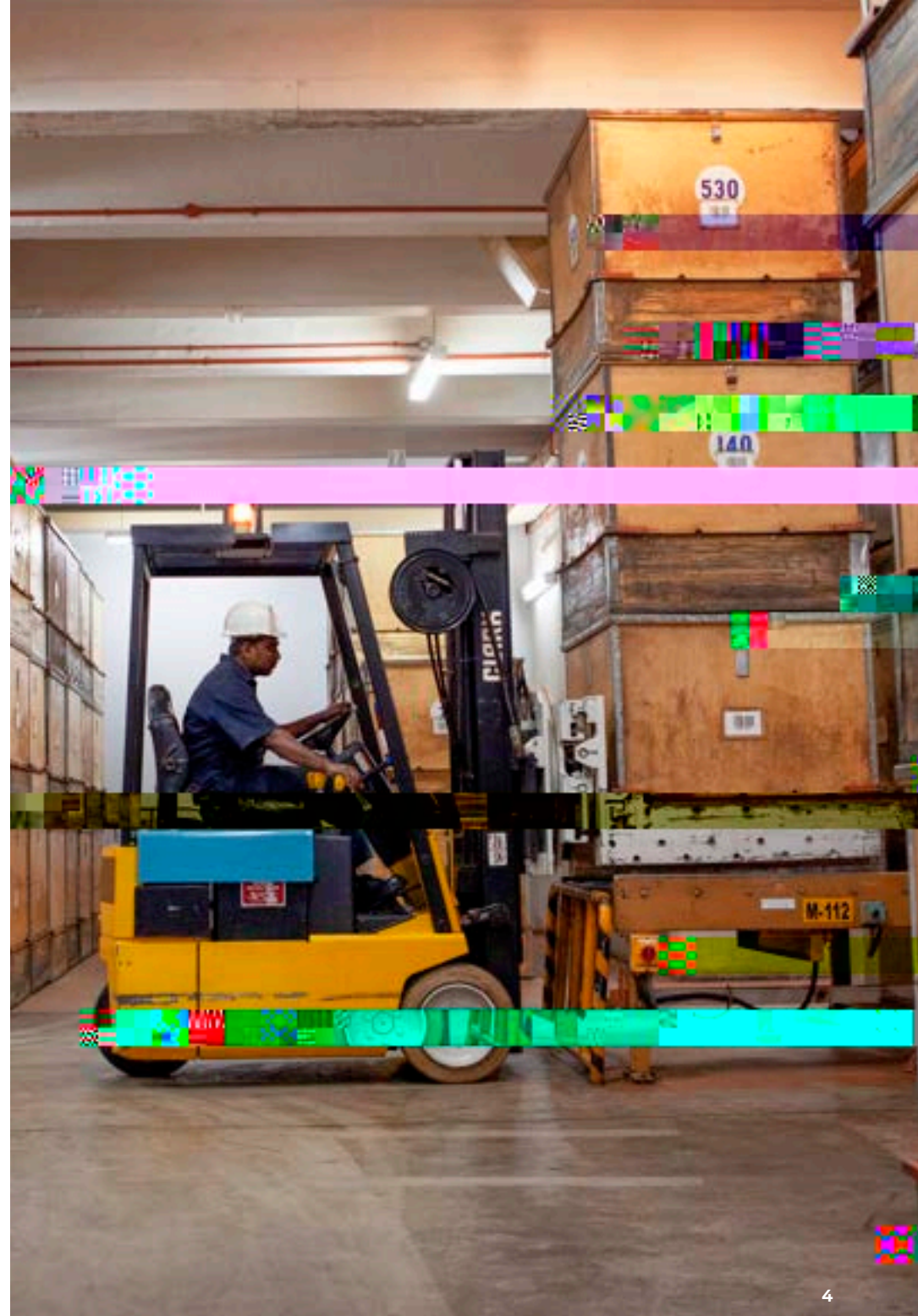
In addition, Suppliers should:

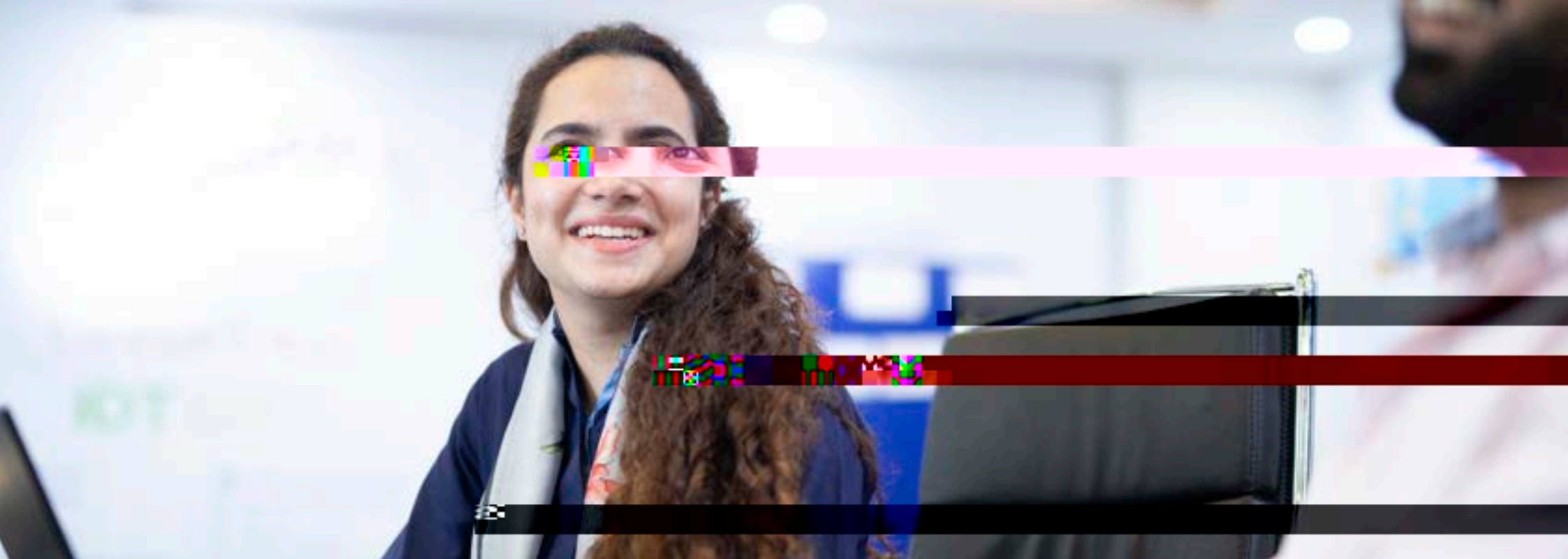
- take steps to ensure that all their Workers, Suppliers, agents, sub-contractors and other relevant third parties understand and adhere to the requirements of this Code, including (where appropriate in terms of the nature of the Supplier and the goods or services provided) maintaining adequate policies, procedures, due diligence, training and support; and
- promote adherence to the requirements of this Code, and conduct appropriate due diligence within their own supply chain for their own new and existing Suppliers (including farmers, where relevant).

Contacting the Group

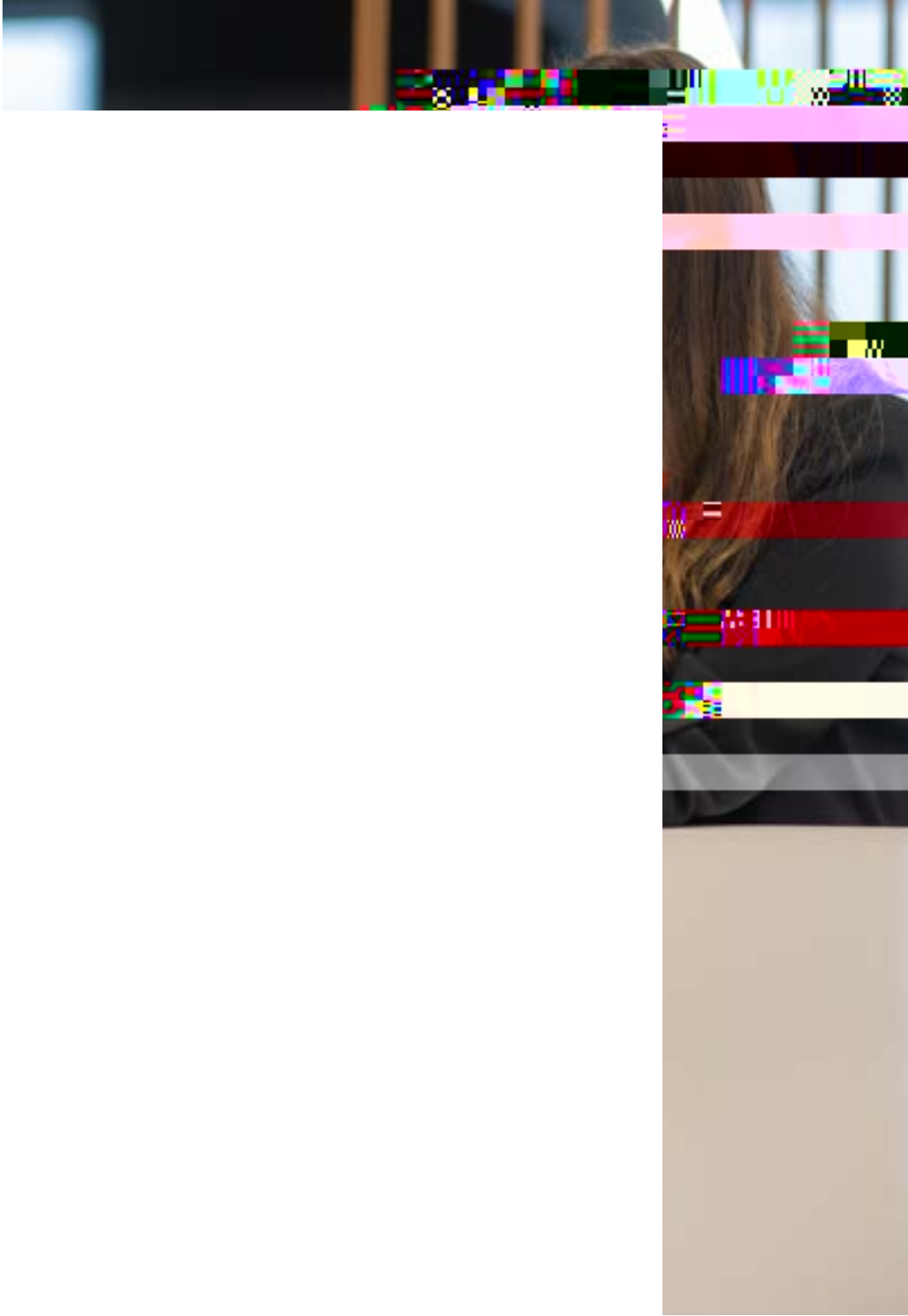
Any information that Suppliers are required to report to the Group under this Code should be communicated to:

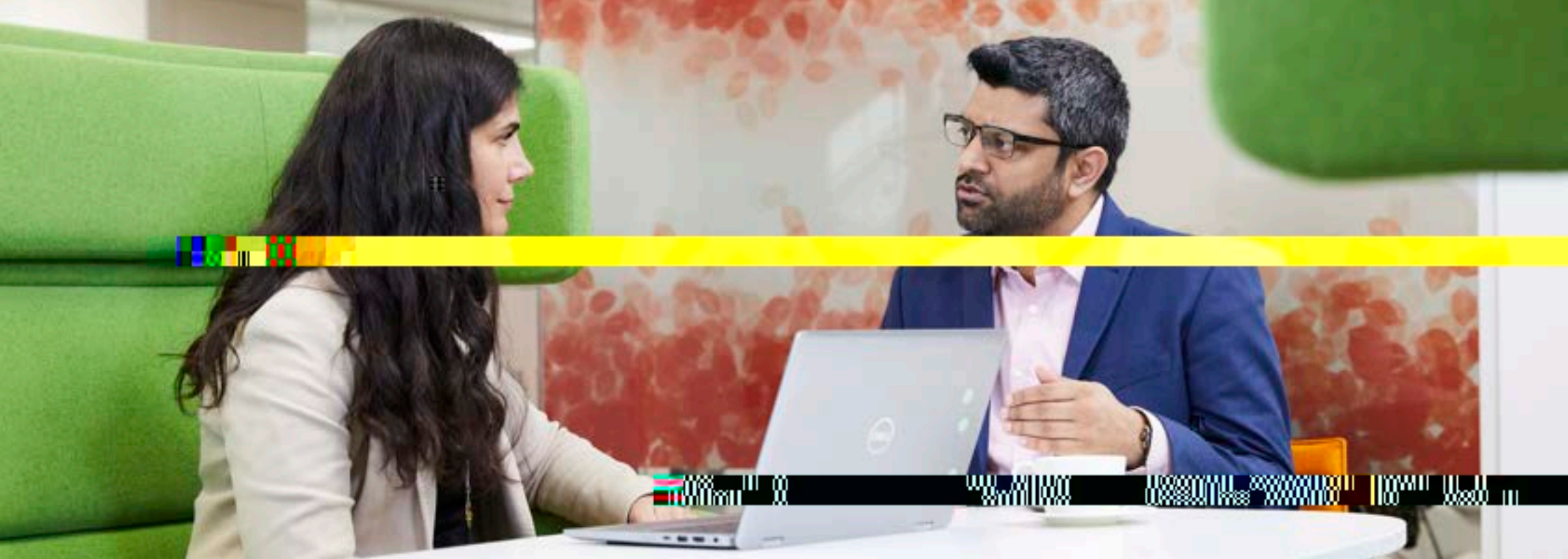
- the Supplier's usual Group Company contact; or
- the BAT Group Head of Procurement by email (procurement@bat.com), phone (+44 (0) 207 845 1000) or by writing to them at British American Tobacco p.l.c., Globe House, 4 Temple Place, London WC2R 2PG, United Kingdom.





Our Suppliers are valued business partners, and we believe, by working together, we can raise standards, drive sustainable practices, create shared value and build A Better Tomorrow





Compliance

We reserve the right to verify new and existing Suppliers' compliance with the requirements of this Code through internal and/or external assessment and audit programmes.

Suppliers must provide all reasonable cooperation with any verification activity linked to this Code (whether carried out by the Group or by third parties engaged by the Group), including ensuring relevant

Consequences of a Breach

In the event of a non-compliance with any of the requirements of this Code, the Group reserves the right to require the Supplier in question to:

- demonstrate material progress towards compliance with the requirement(s) in question within a defined and reasonable time period; and/or
- bring itself into full compliance with the requirement(s) in question within a defined and reasonable time period.

In the event of serious, material and/or persistent non-compliance, or where a Supplier otherwise demonstrates inadequate commitment, persistent inaction or a lack of improvement, we reserve the right to terminate the business relationship with the Supplier in question.



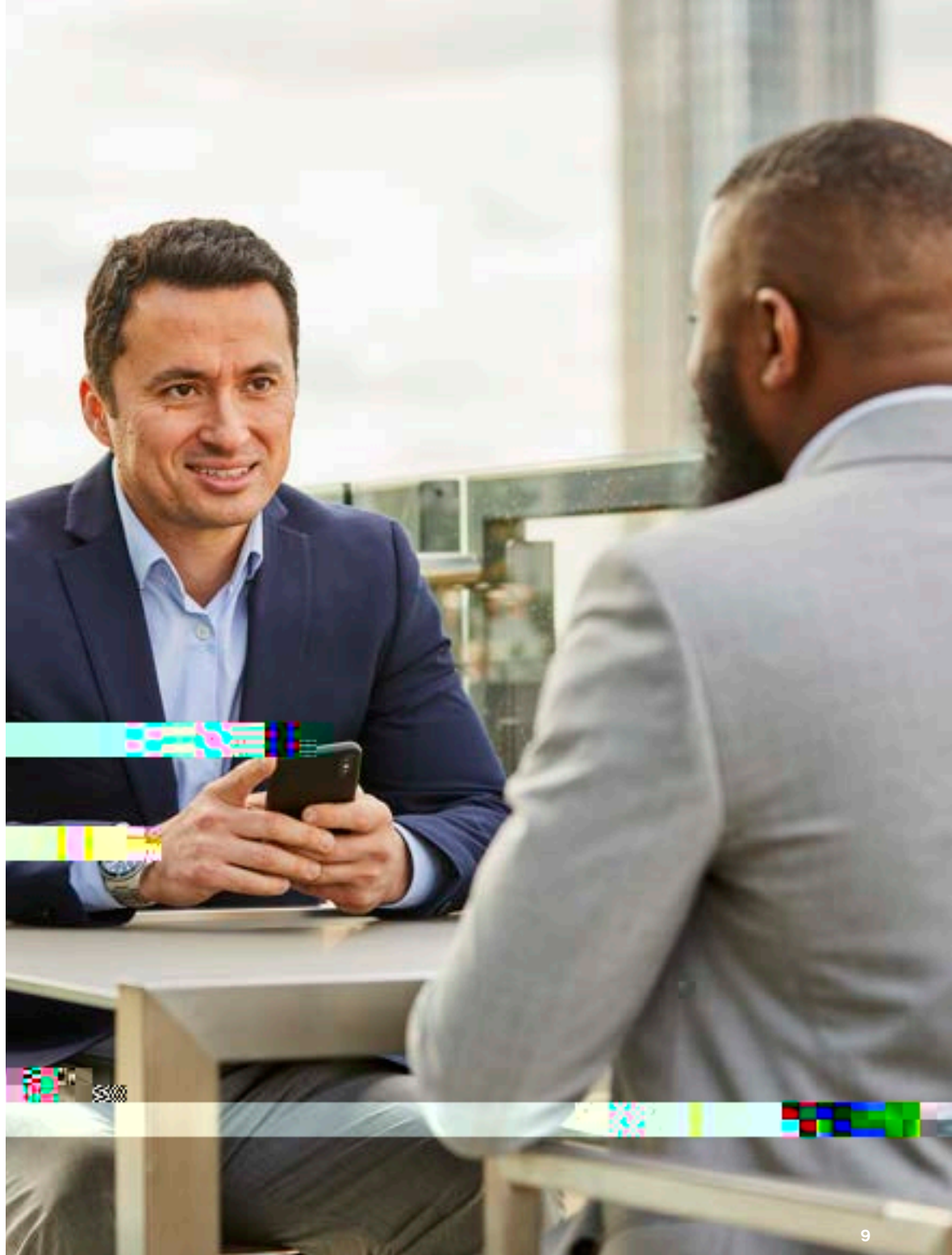
Contacting the Group

Your usual Group Company contact

Group Head of Procurement:
procurement@bat.com

Speak Up channels:
www.bat.com/speakup

Speak Up Hotlines:
bat.com/speakuphotlines



Human Rights

We are committed to applying the UN Guiding Principles on Business and Human Rights and,

This should include:

- working to eliminate any form of harassment and bullying within the workplace, whether it is of a sexual, verbal, non-verbal or physical nature; and
- treating all Workers with dignity and

No Child Labour

We are committed to working towards zero child labour in our supply chain.

Specifically, we require all Suppliers to follow the guidelines of the International Labour Organization that:

- any work which is considered hazardous or likely to harm the health, safety or morals of children should not be done by anyone under the age of 18; and
- the minimum age for work should not be below the minimum age for work under local law or below the legal age for finishing compulsory schooling and, in any case, not less than the age of 15.

Where local law permits, children between the ages of 13 and 15 years-old may do light work, provided it does not hinder their education or vocational training, or include any activity which is considered hazardous or could be harmful to their health or development (for example, handling mechanical equipment or agro-chemicals). We also recognise training or work experience schemes approved by a competent authority as an exception.

No Modern Slavery or Exploitation of Labour

Suppliers must ensure operations are free from modern slavery and exploitation of labour.

This includes slavery, servitude and forced, compulsory, bonded, involuntary, trafficked or exploited labour.

As such, Suppliers and agents/labour brokers or third parties working on their behalf, should not require Workers to:

- pay recruitment fees, take out loans or pay unreasonable service charges or deposits; or
- surrender original identity papers, passports or withhold permits.

Where national law or employment procedures require use of identity papers, Suppliers must use them strictly in accordance with the law.

Identity papers should only ever be retained or stored for reasons of security or safekeeping and only with the informed, genuine and written consent of the Worker. The Worker should have unlimited access to retrieve them, at all times, without any constraints.

Conflict Minerals

Conflict minerals are certain minerals originating from conflict-affected and high-risk areas that could directly or indirectly finance or benefit armed groups or human rights abuses.

Where products or materials supplied to the Group contain any columbite-tantalite (coltan), cassiterite, gold, wolframite, cobalt or their derivatives (which include tantalum, tin and tungsten), we expect Suppliers to take the following steps to ensure that they are not conflict minerals:

- work to exercise appropriate due diligence;
- perform reasonable country of origin enquiries, including requiring its Suppliers to engage in similar due diligence; and
- provide the Group (where requested) with available information relating to due diligence and country of origin enquiries.

Working Hours

Suppliers must comply with all applicable working time laws and other applicable laws or collective bargaining agreements, including taking account of any legally mandated maximum working hours requirements.



Contacting the Group

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Speak Up channels:
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Environmental Sustainability

We are committed to pursuing best practice in environmental management and reducing the impacts of the Group on the natural environment, both in our own operations and wider value chain.

Environmental Impacts

We expect Suppliers to identify, understand and actively work towards avoiding, minimising and mitigating their associated impacts on the natural environment.

Where practicable, this should include establishing an environmental policy and management system.

Environmental impacts can include (but are not limited to) impacts relating to emissions to air, water, land and forests, use of materials, natural resource consumption and waste management practices.

Where relevant, Suppliers should also have consideration for protecting biodiversity, including the prevention of deforestation and fragmentation of habitats, and the protection of endangered and threatened species.

We expect Suppliers to provide the Group (where requested) with available information relating to their environmental performance, and with reasonable assistance as we seek to reduce the environmental impacts of our operations, products and services.

Where relevant, this may include (but not be limited to):

- life cycle assessments in relation



As a minimum we expect

Suppliers to:

- undertake reasonable efforts to aim for 100% of their purchased electricity to be from renewable sources by 2030; and
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Where relevant, we expect Suppliers to reduce the amount of water withdrawn and increase water



Contacting the Group

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Marketing and Trade

We are committed to ensuring the responsible marketing and trade of Group products.

Responsible Marketing

We are committed to responsible marketing of all our products only to adult consumers aged 18 or over.

Our marketing is governed by our **Responsible Marketing Principles**, available at www.bat.com/imp or the relevant local Group Company website.

As such, we expect our Suppliers to comply with:

- the Group's **Responsible Marketing Principles** as a minimum standard where they are stricter than local laws; or
- local laws or other local marketing codes where they are stricter than, or override, Group marketing principles.

The fight against the illicit trade in our products is an important priority for the Group. Illicit trade in smuggled or counterfeit products harms our business, while diversion of our genuine products harms BAT's

Types of Illicit Products

Counterfeit or fake:

Unauthorised copies of branded products that have been manufactured without the knowledge or permission of the trademark owner and using cheap, unregulated materials.

Local tax evaded:

Products which are manufactured and sold in the same country, but are not declared to the authorities, so excise tax is not paid. These products are manufactured in either legitimate or illegal factories.

Smuggled:

Products (either genuine or counterfeit) which are moved from one country to another without payment of taxes or duties, or in breach of laws prohibiting their import or export.



Contacting the Group

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Speak Up channels:
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Business Integrity

We are committed to high standards of business integrity in all that we do. Our ethical standards should never be compromised for the sake of business results.



What are Sanctions and Export Controls?

Sanctions are restrictions or prohibitions on trade or dealings, including funds transfers, with or involving certain targeted countries or persons, imposed by individual countries, such as the United States (US) and United Kingdom (UK); or supranational bodies, such as the United Nations and the European Union, on another country, entity or individual.

Some sanctions regimes are very broad; for example, US sanctions can apply even to non-US persons when acting entirely outside the US. In particular, US sanctions prohibit the use of US dollars and US banks for payments between non-US parties involving sanctioned parties, as well as exports/transshipments of US-origin products and products with US-origin content to, or for, sanctioned territories or certain sanctioned persons.

Some sanctions regimes apply to import/exports/re-exports of products originating in whole or in part from sanctioned territories, as well as transshipping products through sanctioned territories.

Separate from sanctions, export controls impose licensing obligations on the cross-border movement of certain types of items. Where export controls apply to a particular item, we must always ensure that we have the appropriate licence(s) in place before exporting it.

Breaching sanctions and export controls carries serious penalties, including fines, loss of export licences and imprisonment for individuals, in addition to significant reputational harm and damage to banking partner relationships.

Business Records and Confidentiality

In order to conduct business with the Group, Suppliers may need to access confidential and private records relating to our business.

As such, Suppliers must:

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Guidance at your fingertips: find this Supplier Code in BAT's SoBC app or online

Scan these QR codes to download, or visit bat.com/suppliercode

