SONOCO®

Policy for Compliance with Antitrust Laws

June 2025

Dear Teammate:

Since its founding in 1899, it has been Sonoco's policy to comply fully with all applicable legal and regulatory requirements. To ensure Companywide compliance, each of us needs to understand these laws and regulations, including today's complex antitrust laws.

Several companies have recently received severe punishments—hefty fines and hundreds of millions of dollars in damages—for antitrust law violations. Employees of these companies, too, have also been charged, tried, convicted, fined, and jailed for their participation in violations of antitrust laws.

Please read this *Policy for Compliance with Antitrust Laws* carefully. It will help you understand current antitrust laws, their enforcement, and the serious criminal penalties and civil liabilities antitrust law violators face.

Inappropriate actions by just one team member can cause significant damage to Sonoco and its team members. It is the responsibility of every Sonoco director, officer, and team member to know the law and comply. Please contact the Legal & Compliance Office if you need additional advice.

Sincerely,

Howard Coker
President and Chief Executive Officer

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I. Purpose of Antitrust Laws and Consequences of Violation

Purpose

Antitrust laws are intended to prevent business activities that restrain trade by lessening competition. The antitrust laws protect customers and consumers, *not* competitors.

Consequences

Prison sentences
Hefty prison sentences can be imposed on individual employees if there is a breach of competition law. In the US this can be up to 10 years for each criminal offense and, in the UK and in certain EU member states, an individual can be found liable for up to 5 years for certain offences.

Fines
In the US alone, fines exceeding $100,000,000, or more depending on the amount of commerce involved, for each criminal offense may be levied against the corporation. Individual violators may receive fines up to $1,000,000. Other jurisdictions may impose additional fines, which will be made public, including by an amount proportionate to Sonoco's worldwide revenue (e.g., in the EU and UK by up to 10%).

Follow-on civil suits and significant risks of damages
Criminal prosecutions often result in follow-on civil actions by private parties (e.g., class actions). Persons or firms injured by violations of the US antitrust laws may recover in civil suits three times the amount of the actual damages sustained, together with attorneys' fees and all other costs of litigation. Likewise, follow-on suits also may be initiated by private parties outside the US (for example, direct and indirect customers, competitors).

Injunctions or consent decrees
An injunction or consent decree may result from civil actions which often contain prohibitions going beyond the scope of the violation originally involved. This can seriously limit the future freedom of action of the Company and opportunities for its key employees.

The high cost of litigation or investigations
The cost of defending antitrust investigations or litigation can be enormous, both in money and in time of executives and other employees required to participate in the defense, as well as reputational costs to the Company.

Loss of business and reputational damage
The Company is likely to suffer reputational damage and loss of shareholder value. Impact to doing business may be significant. Business contracts may become void.

Enforcement
Failure to follow this Policy may lead to disciplinary action, up to and including termination. Misusing this Policy by knowingly or recklessly providing false information to the Company may also result in appropriate disciplinary action.

Any employee or representative who becomes aware of any existing or potential violation of this Policy is strongly encouraged to report the concern to the Legal & Compliance Office, Human Resources, or to any manager. A report can also be made through the Company's hotline, with the option to be made anonymously, at https://sonoco.ethicspoint.com/.

For more information on reporting procedures and whistleblower protections such as confidentiality, anonymity, and anti-retaliation, refer to the Whistleblowing Policies in SIMON or Sonoco's public site.

II. Principal Antitrust Laws

In the US, the four principal laws governing this field are known as the Sherman Act, the Clayton Act, the Robinson-Patman Act, and the Federal Trade Commission Act. The Department of Justice's Antitrust Division (DOJ) and the Federal Trade Commission (FTC) are responsible for enforcing these federal laws.

Equivalent provisions apply at the individual state level and in jurisdictions outside of the US. Employees should be aware that such laws exist and consult with the Legal & Compliance Office to the extent that the relevant conduct could result in any impact in foreign jurisdictions.

Sherman Act

The Sherman Act, in general, prohibits "every contract, combination or conspiracy" in restraint of trade, and monopolizing (or attempting or conspiring to monopolize) any part of trade or commerce.

Clayton Act

The Clayton Act contains three basic prohibitions. These include certain exclusive dealing agreements and "tying" arrangements with dealers or customers; corporate mergers and acquisitions which may have adverse competitive effects; and individuals serving as directors of competing corporations, known as interlocking directorates.

The Policy will not deal with the latter two prohibitions since they are not of direct concern to most employees of the Company in their day- to-day activities.

Robinson-Patman Act

The Robinson-Patman Act (technically Section 2 of the Clayton Act) generally prohibits discrimination in prices or services between two purchasers which has the potential to injure competition. Buyers also can be held liable.

Federal Trade Commission Act

The Federal Trade Commission Act authorizes the FTC to file suits to prevent "unfair methods of competition in or affecting commerce." It is used to supplement the Sherman and Clayton Acts.

State Unfair Trade Practices Acts

Many states have adopted statutes modeled after the federal statutes that prohibit unfair or deceptive acts or practices in the conduct of a trade or business. Because these Acts differ from state to state, they are beyond the scope of this Policy. Employees should be aware, however, that such laws exist and that compliance with the federal antitrust laws is not always a defense to a claim based on state law.

International Competition Laws

Many foreign jurisdictions have competition laws that prohibit equivalent conduct to the US but may differ in precise analyses and standards. For example, EU competition rules, on which the laws of many other jurisdictions are closely modeled, prohibit in particular (i) agreements and concerted practices between competitors (ii) which have as their object or effect the prevention, restriction or distortion of competition.

Several of these differences are flagged in this Policy, but this is not an exhaustive list. Because these laws differ from country to country, they are beyond the scope of this Policy. As with state laws, employees should be aware that such laws exist and consult with the Legal & Compliance Office to the extent that the relevant conduct could result in any impact in foreign jurisdictions.

III. Specific Prohibitions and Danger Areas

Competitors – Agreements or Understandings

General

Any kind of agreement or understanding with a competitor, formal or informal, oral, or written, expressed or implied, in regard to setting prices, terms or conditions of sale, volume of production, rigging bids, limiting production or sales or territories, allocating customers or product markets, fixing employee compensation, not hiring or soliciting any employees, or limiting quality is illegal under the Sherman Act. These agreements are considered “hard core” violations and are per se illegal – i.e., unlawful regardless of the agreement’s rationale or effect. It makes no difference that the understanding reached may seem to the parties to have a reasonable purpose such as to “stabilize chaotic” prices or to aid dealers in a local “price war” or to prevent “overproduction” or to “stabilize” inventories. It also makes no difference whether the price-fixing agreement results in raising prices, lowering them, or keeping them the same as before. Agreements or understandings between competitors as to the prices and terms on which products are bought are equally as illegal as those involving how products are sold.

A conspiracy is usually proved circumstantially. No formal agreement has to be shown, as it may be inferred from the surrounding circumstances and subsequent events. Therefore, every communication between representatives of competitors, whether oral or written, is subject to the closest scrutiny in any antitrust investigation.

As mentioned above, equivalent provisions apply in jurisdictions outside of the US. Employees should be aware that such laws exist and consult with the Legal & Compliance Office to the extent that the relevant conduct could result in any impact in foreign jurisdictions.

"Per se" analysis versus "rule of reason" analysis

Some agreements are so obviously anticompetitive that they are always considered unlawful – i.e., without regard to their purpose or effect. Other agreements are analyzed under the "rule-of-reason," which prohibits only "unreasonable" agreements for which the anticompetitive effect of the agreement outweighs any procompetitive rationale.

Examples

Agreements or understandings concerning prices or terms of sale

Price-fixing agreements are the most frequently prosecuted type of antitrust violation. Such agreements are unlawful regardless of the form they take or the claimed justification for them.

Communications with competitors

There should be no communications with competitors concerning prices, competitive bids or any of the other subjects discussed above. Every communication, oral or written, with a competitor's representative should have a clearly lawful purpose. If it is a letter, this should be readily apparent on its face. Ambiguous statements of any kind must be scrupulously avoided. The same caution must be observed in making memoranda of conversations with competitors' representatives. Even a casual remark or a poorly worded phrase in a letter may be misconstrued and give rise to an inference of collusion.

Trade association meetings

Trade association meetings present special antitrust risk because they are a gathering of representatives of competitors. For example, a generalized discussion of depressed prices or increased costs can lead to an inference of agreement on a later price move—an inference that is most difficult to overcome, especially after a general price increase.

Management personnel should carefully investigate a trade association before joining to make certain that its activities are legitimate, that its meetings are carefully supervised, and that there is a sound business reason for membership.

Meetings should always have a written agenda circulated beforehand and minutes should be kept to accurately document the meeting. These meetings should be monitored by legal counsel wherever possible. All Company representatives who attend trade association meetings should be warned that they are not to participate in any conversation about prices, terms, or conditions of sale. Company representatives should walk out of any meeting where such matters are discussed, make note of their exit so that it can be recorded in any meeting minutes, and should immediately report the matter to their supervisors.

Contact with individual representatives of competitors

Individual conversations with representatives of particular competitors present many of the same perils. Conversations as to prices, terms and conditions of sale must be avoided. Even a casual or inadvertent reference to such matters may be misinterpreted and give rise to an inference of agreement. Any kind of arrangement for giving or obtaining price lists or price information directly from competitors is inherently dangerous and should be avoided entirely.

Interoffice memoranda or reports of sales personnel

Interoffice memoranda or reports of sales personnel may erroneously convey the impression that there has been contact with competitors with respect to prices.

Supervisory personnel should follow up such memoranda to be certain that those involved have not in fact discussed with competitor's prices or terms of sale (unless such discussion was pertinent or necessary to agreement on the terms of an existing or contemplated buyer-seller relationship between Sonoco and a competitor) and should notify the Legal & Compliance Office promptly if any such incident has occurred.

Agreements between competitors to divide markets or allocate customers

Agreements or understandings with competitors to divide markets or allocate customers are also considered to be "hard core" Sherman Act violations - illegal without consideration of economic justifications. These illegal arrangements may be in the form of a division of geographic or product markets or allocation by type of customer.

Agreements to limit or suppress quality competition

Agreements between competitors to suppress new technological developments or to limit the quality of their products have been held to be unreasonable restraints of trade.

Group boycotts/concerted refusals to deal

Another category of "per se" Sherman Act violation, that is, one that is condemned without regard to its purpose or effect, is the group boycott, or concerted refusal to deal. An agreement by a group of manufacturers (or any two manufacturers) to refuse to sell to a particular distributor or to a certain class of buyers is an unlawful boycott. Similarly, manufacturers must not combine to refuse to buy from a particular supplier of raw material or component parts. Any communication with a competitor concerning a decision not to buy from or sell to a particular supplier or customer may give rise to an inference of agreement or collusion. If you receive any such communication from a competitor, you should say that under Company policy you cannot discuss the matter and you should report the incident immediately to your supervisor.

Agreements to limit employee compensation, recruitment, or hiring

Labor-related agreements are an enforcement priority for antitrust agencies. Any agreement with a third-party company to limit employee compensation (often termed "wage-fixing") or to limit employee recruitment or hiring (termed "no-poach" agreements) is a violation of the antitrust laws.

Legitimate market information distinguished

It is fully recognized that sales, purchasing, and management personnel must have current and accurate information about prices, sales opportunities, new competition, and other factors affecting the market. Such general information concerning the market may be obtained from published sources and customers, suppliers, or brokers, but should not be obtained from competitors. In obtaining such information, it is imperative to keep in mind the cautionary guides on pages 5-7 with respect to conversations and dealings with distributors, dealers, and customers.

Independent action distinguished

Acting independently of any arrangement or understanding with one or more competitors, Sonoco has the legal right to do virtually everything condemned in the foregoing examples. Thus, Sonoco has, almost without exception, the right to determine its own prices and terms of sale; or to choose its customers, and the markets in which it will sell; to determine what products it will sell; and to choose its suppliers, unless that choice is dictated by a system of "reciprocity," as described herein. In each case, it is the joint action with one or more competitors that converts an otherwise lawful activity into a violation of the Sherman Act.

Legitimate collaborations with competitors distinguished

Collaborations with competitors (such as JVs, licensing agreements, joint purchasing initiatives, etc.) can be permitted by the antitrust laws. However, antitrust authorities carefully scrutinize these dealings. Thus, such dealings should always be assessed and supervised by legal counsel, and any information exchanges with the competitor must be limited to what is strictly necessary and for the specific purpose of the collaborative relationship. Other information barriers may be necessary to affect the arrangement. This should be discussed in detail with the Legal & Compliance Office.

Distributors, Dealers or Customers – Restrictive Agreements or Understandings

General

Relationships with distributors and dealers require great care to avoid pitfalls. In general, the principal antitrust danger that arises in dealings with distributors and dealers is the contention or claim that by understanding or threat, the Company has deprived the distributor or dealer of his freedom to determine his own prices, terms of sale, the territories, or the persons to whom he will sell, or to purchase from any supplier other than Sonoco. (Exclusive territories may be lawful, depending on the circumstances.)

Examples

Resale price maintenance agreements with distributors or dealers

Agreements or understandings with distributors or dealers to maintain minimum resale prices are no longer *per se* unlawful under the Sherman Act but may be found to be unlawful under a rule of reason analysis or may be *per se* unlawful under a state antitrust statute. For example, if such an agreement lacks business purpose and unreasonably restrains inter-brand competition, it may be found to be unlawful. Accordingly, no agreement to maintain resale prices should be entered into without first consulting the Legal & Compliance Office. The safest course of action is to avoid these agreements altogether.

Certain business conduct has traditionally been permitted and is not considered to be an agreement to maintain resale prices. A manufacturer may furnish its distributor customers with lists of "suggested resale prices," but no attempt should be made to enforce them. If resale prices are discussed with a distributor or dealer, the decision as to what prices to charge must always be left to the distributor's independent determination and the distributor must be told that it is for them to decide. There must be nothing said or done from which an understanding between manufacturer and distributor or dealer on resale prices might be implied.

Resale price fixing agreements may be proved circumstantially, and any criticism by a manufacturer of a distributor or dealer for cutting prices or any mention of the subject may be misconstrued as a threat. If prices are raised thereafter, an agreement to fix resale prices may be inferred. Sales personnel should not discuss dealer price cutting with distributors. Such a discussion might be misconstrued as constituting a demand by the manufacturer or an agreement between manufacturer and distributor to exert pressure upon a dealer who has cut his prices.

If a written complaint from a dealer or distributor about price cutting is received, the Legal & Compliance Office should be consulted before a response is made or any other action is taken. If an oral inquiry or com- plaint is made by a distributor or dealer concerning price cutting, you should state that under Company policy you cannot discuss the matter and then report the incident immediately to your supervisor and the Legal & Compliance Office.

Note that in many jurisdictions outside the US, such as the EU and UK, *minimum* resale price maintenance is "by object" (or *per se*) illegal, regardless of the agreement's purpose or effect. The same applies to *maximum* resale prices or recommended resale prices if these in practice operate as fixed or minimum resale prices.

Boycotts

Just as agreements between manufacturers not to sell to any particular customer or class of customers are considered to be illegal group boycotts under the Sherman Act, similar agreements between manufacturers and their distributors or dealers could also violate the Sherman Act. While a manufacturer acting alone may refuse to sell to the customer, and a distributor or dealer acting alone may each decide to do the same, there must be no agreement or "blacklisting" of the dealer.

Termination of distributor or dealer franchises is an increasingly frequent source of treble damage antitrust suits. A seller, acting independently and in good faith, may terminate a distributor or dealer agreement for any reason stated in the agreement as authorizing termination or for any other valid reason. However, to be on the safe side, the facts should be reviewed with the Legal & Compliance Office before terminating a customer or before declining to renew an expired contract.

Exclusive dealing agreements

Agreements requiring exclusivity or partial exclusivity/de facto exclusivity (e.g., via loyalty discounts) to the Company are illegal under the Clayton Act if the effect may be to foreclose a substantial part of the market to competitors. A distributor or dealer relationship should not be terminated merely because a competitor's product is purchased. If a distributor or dealer fails to use adequate efforts to promote or service the Company's product, there may be sufficient basis for terminating this agreement, subject to the provisions of the agreement. Prior to any termination, the facts should be reviewed with the Legal & Compliance Office.

Requirements contracts or quotas

Another form of exclusive dealing agreements is one which requires customers to buy all or substantially all their "requirements" of a particular product from a seller. These are unlawful if a substantial share of the relevant market may be foreclosed to competitors, that is, if the opportunities for other traders to enter or remain in that market are significantly limited.

Tying and bundling

These terms describe situations where a company sells a group of products together. Antitrust concerns arise where the seller is using its purported market power in one product to substantially foreclose competition in the other tied or bundled products.

Customer restriction clauses or control of products after sale

In general, it is unlawful under the Sherman Act for a manufacturer to control the persons or class of customers to whom a distributor or dealer may resell. Therefore, they should not be prevented or restrained from selling to government agencies, large commercial accounts, or any other class of customers. It is, of course, perfectly lawful for a manufacturer to compete with its distributors or dealers in sales to government agencies, large commercial accounts, export sales, or other classes of customers (subject always to compliance with the Robinson-Patman Act and other antitrust requirements).

In general, the Company should not exert control over the use or resale of products once they have been sold. A reseller or other purchaser is generally entitled to use or resell the products as he sees fit.

Reciprocity

The use of Company purchasing power to promote reciprocal sales is against Company policy, and should not be engaged in.

Sonoco has no trade relations departments or managers or any employees who perform the nor- mal functions of a trade relations department. Sales should not be negotiated by referring in any way to the Company's past or contemplated purchases, nor should purchases be negotiated in circumstances referring to past or expected sales. "Trade balance" records showing both sales to and purchases from various companies are not pre- pared by Sonoco. While the Company necessarily prepares and maintains day-to-day sales, purchasing, accounting, and other documents which reflect separate transactions, purchasing staff should not have access to sales records, and sales staff should not have access to purchasing records as a regular practice.

Monopolizing, Attempting to Monopolize or Conspiring to Monopolize

Monopolizing

It is a Sherman Act violation for a single firm to "monopolize" a market that is a part of interstate or foreign commerce. This requires the obtaining of "monopoly power," which means the power to control prices without regard to competition, to drive competitors out of business or to prevent competitors from entering the market. Personnel in any division possessing a strong market position in a product should appreciate that their conduct is subject to review to determine whether that market position has been misused or was obtained in part by acts showing purpose to obtain power to control prices or eliminate competitors.

Attempting to monopolize

The offense of an "attempt to monopolize" may be committed by firms that do not have monopoly power if the conduct constituting the attempt has a high probability of success. In general, any kind of conduct that shows a specific intent to obtain monopoly power, or to drive a particular competitor or competitors out

of business or to prevent any firm from entering the market, may constitute an "attempt to monopolize." It is no defense to show that the Company could not succeed in its attempt.

Conspiring to monopolize

It is also a Sherman Act violation to combine or conspire with anyone else to monopolize.

Discrimination – In Prices, Services or Facilities

Discriminatory pricing

Basic prohibition

The Robinson-Patman Act (technically Section 2 of the Clayton Act) makes it unlawful for a seller to discriminate in price between the purchasers of commodities of like grade and quality, where the effect may be to substantially lessen or injure competition with the seller himself, the favored purchaser or with the customers of either of them. (Claims of price discrimination by one seller against a competing seller are rarely successful unless the sales involved are below cost; claims by disfavored purchasers of customers are more of a concern.) However, there can be valid justifications for offering different prices, as will be discussed further below.

This statute also prohibits "indirect" discrimination in price where the effects may be to injure or lessen competition. Differing terms or conditions of sale that result in a lower price to certain buyers, such as rebates, credits, allowances, or services pro- vided as an incident to the original sale, that are not provided to other competing buyers on "proportionally equal terms," may be found to be indirect discrimination.

Justifications for offering different prices

Cost justification

A seller may lawfully charge different prices to different purchasers if he can prove that the lower prices merely reflect actual savings in cost of manufacture, sale, or delivery, resulting from different methods or quantities in which the goods are sold or delivered. The burden of proving the amount of the cost savings (which is upon the seller) is difficult and expensive.

The use of quantity discounts, for example, is hazardous in the absence of careful advance cost studies. Quantity discounts to group buyers are difficult to justify unless the shipments are accepted at a central point and payment is made from there.

Meeting competition in good faith

A seller is permitted to lower his price to a purchaser if this is done in good faith to meet the equally low price of a competitor, even though the lower price creates discrimination.
This defense should be relied upon to extend a special price only after careful review of the facts.

The seller should meet and not undercut the competitor's price. The lower price must be made to meet a particular competitive situation and must not be given pursuant to a general pricing system such as a matching of competitor's higher, as well as lower, prices. If the seller's product is generally regarded as a "premium" product compared to the competitor's product and therefore customarily commands a higher price in the market, meeting the competitor's price may be found not to be a permitted defense.

Because of these restrictions and the difficult burden of proof, the Company should obtain the best information available as to a competitor's lower price. If possible, the competitor's written quotation to the customer or his published price list should be obtained from the customer. Do not obtain information directly from the competition or the competitor's representative because of the risk that a price-fixing agreement might be inferred therefrom.

Sales to government agencies and nonprofit institutions; export sales

Sales to federal, state, and local governments are considered exempt from the Robinson-Patman Act, as are sales to nonprofit public schools, universities, colleges, public libraries, churches, hospitals, and charitable institutions for their own use and not for resale. The ban on price discrimination in Section 2(a) of the Robinson-Patman Act is confined to commodities sold for use, consumption, or resale within the United States or any territory or place under its jurisdiction, and so does not apply to export sales to foreign countries.

Discrimination between customers in services or facilities or allowances

Section 2(d) of the Robinson-Patman Act prohibits the seller from making payments as compensation for services or facilities furnished by or through a customer in connection with the processing, handling, or sale of a product manufactured, sold, or offered for sale by that customer, unless such payments are made proportionally available to competing customers.

Section 2(e) of the Robinson-Patman Act makes it unlawful for a seller to furnish one customer with services or facilities in connection with processing, handling, or sale of his products unless such services or facilities are made available on proportion- ally equal terms to competing customers.

Payment of commission or brokerage fee to buyer

The Robinson-Patman Act also contains a "brokerage provision" which makes it unlawful for a seller to pay a commission or brokerage fee to the buyer or an agent or intermediary controlled by the buyer. Payments to a broker can be made only to
a truly independent broker.

Buyer liability for knowingly inducing or receiving discriminatory prices or services

The Robinson-Patman Act also forbids a buyer from knowingly inducing or receiving unlawful discriminatory prices.

Sales at unreasonably low prices

Section 3 of the Robinson-Patman Act makes it a criminal offense to sell goods at "unreasonably low prices" for the purpose of destroying competition or eliminating a competitor.

Section 3 also contains two other criminal prohibitions. It forbids selling goods in any part of the United States at prices lower than elsewhere in the country for the purpose of destroying competition or eliminating a competitor. It is also unlawful for any person to take part in any sale which, to their knowledge, discriminates against competitors of the purchaser by granting to the purchaser any discount, rebate, allowance, or advertising service charge more than those granted to such competitors in respect to the sale of goods of like grade, quality, and quantity. In general, defenses based on competitive, cost, and changing market considerations are available in Section 3 cases, except with respect to secret discounts, rebates, or advertising allowances to a buyer which are not made available to

their competitors. Unlike the Sherman Act, the Department of Justice seldom brings criminal cases under the Robinson-Patman Act. Civil cases, however, remain a concern, and the FTC has signaled renewed interest in civil enforcement of the Robinson-Patman Act.

The provisions of the Robinson-Patman Act are complex and have been stated here in only general terms. If the Sonoco representative has any question concerning the price, terms, and allowances to be granted in relation to sales made on behalf of Sonoco or if any question is raised by the prospective purchaser, the representative should communicate with responsible Company officials or the Legal & Compliance Office before making any such sale or granting such allowances.

Unfair Methods of Competition

General

As introduced above, the Federal Trade Commission Act is used to supplement the Sherman and Clayton Acts. Its prohibition is directed at "unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce." This standard is vague, so it is important to be aware of potential pitfalls and to consult with the Legal & Compliance Office. State statutes and common law are also frequently used as a basis to challenge business practices considered to be unfair.

Foreign jurisdictions may also have similar laws which target unfair terms or misleading conduct. In the UK, new legislation will empower the Competition and Markets Authority to enforce consumer protection laws, which includes significant powers against unfair commercial practices.

Examples

Large numbers of practices have been held unlawful. The following are some examples of prohibited actions:

- Bribing – commercial bribery, including "payola" practices (bribes for preferential placement).
- Coercing, intimidating, or using scare tactics against customers, prospective customers, or suppliers.
- Harassing competitors by fictitious inquiries, vexatious, and unfounded lawsuits
- Inducing a breach of contract between competitors and their customers or suppliers
- Tampering with competitors' products; collecting and destroying competitors' catalogs
- Acquisition of competitors' trade secrets by unfair means.
- Shipment of unordered goods or the substitution of goods differing from those ordered.
- Mislabeling
- Making false or deceptive comparisons of one's product with other products; misrepresentation and disparagement of competitors' products, methods, financial status, or reliability of products by circulation of false reports or stories

IV. Information for Sales Personnel

This section has been prepared by our corporate counsel to summarize, in layman's language, the major areas of possible antitrust violations with which all sales personnel should be familiar. It is the responsibility of all managers to ensure that this information is disseminated to appropriate sales personnel in their divisions.

Dealing with Competitors

The basic purpose of the Antitrust Laws is to guarantee free and open competition. Any agreement or understanding with a competitor which puts any restraint on competition is illegal. It is very important to avoid any communications or contacts with any of Sonoco's competitors which might, in any way, be interpreted as, or even give the impression of, any implied agreement or understanding. Specifically:

- There must be no agreement or discussion with any competitor regarding prices at which Sonoco or the competitor sells its products or other terms or conditions of sale.
- There must be no agreement or discussion with any competitor regarding customers to whom or areas in which Sonoco or the competitor sells its products.
- There must be no agreement or discussion with any competitor regarding the types or quantities of products which Sonoco or the competitor sells.
- There must be no agreement or discussion with any competitor regarding any other marketing, selling, production, or purchasing practice of Sonoco or of any competitor.
- There must be no discussion or agreement with any existing or potential competitor regarding whether the competitor enters into or continues the manufacture or sale of any product also manufactured or sold by Sonoco.
- There must be no agreement or discussion regarding setting wages or hiring practices for employees.
- Do not discuss or communicate with any competitor concerning any present, past, or future price, or any other term or condition of sale of Sonoco or of any competitor.
- Do not make available to any competitor any past or present price list, price manual, or any other material which has been, or may be, used by Sonoco in establishing prices.
- Do not obtain any such price information or materials from any competitor. (NOTE: This does not prohibit legitimately securing price and other information from customers or other sources; it just prohibits obtaining it from the competitor. If you obtain from other sources, always document the sources utilized to obtain the information. Put the date and source of any competitor's price list obtained from a customer on the list itself.)
- Do not participate in trade association or industry meetings without compliance with the provisions in section III on page 3.
- Generally, avoid any contacts or communications with competitors relating in any way to the business operations of Sonoco or of the competitor. Do not, for example, discuss whether Sonoco or a competitor is operating at full, or less than full, capacity. (Remember, even casual or joking remark may be interpreted as an unwritten understanding.)

These prohibitions apply with equal force to discussions or agreements with any competitor regarding another competitor.

Dealing with Customers

An agreement or arrangement restricting the business activities of a customer or distributor may also be illegal.

- There must be no requirement that a customer buy (or refrain from buying) another product as a condition of buying the product desired from Sonoco.

- There must be no agreement that the purchase of products by Sonoco is conditioned on the seller's purchase of Sonoco's products. It is against Sonoco's policy to engage in reciprocity, that is, basing our purchases from the supplier upon the supplier's patronage of Sonoco. This includes all expressed or implied agreements.

Also, without the express approval of the Company's counsel and management:

- There must be no understanding or agreement with any customer, or with any distributor or other middleman, which sets or fixes the prices or terms upon which Sonoco's products will be resold.
- There must be no agreement restricting or limiting the area in which, or the customers to whom, Sonoco's products will be resold.

Other Prohibited Activities

Certain other practices may be illegal because of their effect on competition. Such as:

- Avoid discriminating among purchasers of goods of like grade and quality, as to prices or services rendered to such purchasers. (It may be permissible to quote different prices under certain circumstances, particularly in meeting competition from another seller who is selling goods of comparable salability.)
- Avoid sales or other practices which may suppress or destroy competition or eliminate a competitor.
- Avoid terminating a customer relationship for other than ordinary business reasons such as bad credit experience.
- Avoid any inherently unfair or deceptive methods of competition.

Sonoco's policy is to comply fully with all laws.
If you have any questions as to interpretation or application of antitrust laws, please refer them to your supervisor, to the proper executive, or to the Legal & Compliance Office through proper channels.

V. International Operations

This Policy should be followed in international as well as domestic operations unless approval of the practice or transaction has been obtained from the Legal & Compliance Office in advance. The question of adverse effects upon the foreign commerce of this country may, in particular situations, be a difficult one; all such questions should be reviewed by the Legal & Compliance Office, who at the same time can consider the application of any foreign antitrust laws. Note that although the Robinson-Patman Act's price discrimination provisions do not apply to international transactions, the price discrimination provisions of foreign antitrust laws may come into play against foreign transactions. As previewed at the beginning of this Policy, foreign competition laws prohibit similar conduct to the US but may differ in analyses and standards. Some of these differences are flagged in this Policy but this is not an exhaustive list. Employees should be aware that such laws exist and consult the Legal & Compliance Office.

VI. General Reminders

Agreements Peculiar to Some Sonoco Activities

Some Sonoco groups and divisions may have occasion to make agreements or arrangements peculiar to the particular industries in which they are engaged. The Legal & Compliance Office should be consulted in advance whenever there is reason to believe:

- The arrangement may not comply with this Policy.
- The amounts involved are large.
- The proposed arrangement is long term.
- A joint venture is contemplated.
- There is any reason to anticipate complaints from the government, competitors, suppliers, or customers.

Investigators

If visited by investigators for the government, you should immediately contact the Legal & Compliance Office or the relevant designated contact for your jurisdiction. Always treat the investigators politely, but do not answer any questions (except for routine inquiries with respect to employment of individuals), surrender no documents, and advise them you must refer their request to Company counsel before actioning any request. Advise your supervisor immediately of any such inquiry so that Company counsel may
act on the request.

Records Creation and Retention

Periodic checks should be made to be sure that all units are complying with the Company's records retention schedules. It is not sufficient to simply follow the rules set out above. You must also take care with your language in internal business documents. The most persuasive pieces of evidence (both good and bad) involved in every single antitrust investigation and litigation are a company's own internal business documents. This can be especially the case if statements are taken out of context. Care should be taken concerning even informal and casual communications such as emails, text messages, voicemail messages, and Teams chats. Competition authorities have extensive investigatory powers, and thus it is best to assume that every document and internal and external correspondence might be read by competition authorities.

Company Counsel at Meetings

The Legal & Compliance Office has purview over all commercial dealings with third parties, particularly during trade negotiations and when enacting confidential agreements and/or contracts. Employees should anticipate partnering or consulting with the Legal & Compliance Office in some capacity during such activities.

Consider inviting a representative of the Legal & Compliance Office to attend your sales or other meetings and to be available for questions or discussion.