



TRULY GLOBAL

## **Sunseeker International Limited ("Sunseeker") Code of Conduct for Suppliers ("Code of Conduct")**

This Code of Conduct applies to suppliers of goods and services to Sunseeker

### **The supplier declares that:**

#### **Legal compliance**

- it will comply with the laws of the applicable legal system(s).

#### **Prohibition of corruption and bribery**

- It will not tolerate nor engage in any form of corruption or bribery, for the purpose of influencing decision on the sourcing of supplies by Sunseeker.

#### **Respect for the basic human rights of employees**

- it will promote equal opportunities for and treatment of its employees irrespective of skin colour, race, nationality, social background, disability, sexual orientation, political or religious conviction, membership or not of any employee organisation, or of sex or age;
- it will respect the personal dignity, privacy and rights of each individual;
- it will not make anyone work against their will;
- it will not tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- it will prohibit sexual, coercive, threatening, abusive or exploitative behaviour including gestures, language and/or physical contact;
- it will provide fair remuneration and apply the applicable national statutory minimum wage or maximum number of working hours ;

#### **Prohibition of child labour**

- it will not employ anyone under the age of 15, or under the age of 14 in those countries which are subject to the developing country exception of the ILO Convention 138.

#### **Health and Safety of employees**

- it will set up or use an occupational health & safety management system according to OHSAS 18001 or equivalent.
- it will take responsibility for the health and safety of its employees, and will ensure that employees are educated in health and safety matters;
- it will control hazards and take proper precautionary measures against accidents and occupational diseases;

#### **Environmental protection**

- it will act in accordance with the applicable statutory and international standards regarding environmental protection; to minimize environmental pollution and make continuous improvements in environmental protection;
- it will set up or use an environmental management system according to ISO 14001 or equivalent.

## Corporate Responsibility in the Supply Chain

- it will supply the Code of Conduct to its suppliers and require them to meet those principles and requirements of this Code of Conduct which are applicable to suppliers to the Supplier.
- it will provide Sunseeker, upon request and in a timely manner, with a written self assessment as required by Sunseeker from time to time
- it will maintain accurate records of and supporting documentation for Supplier's compliance with the Code of Conduct, which it will provide to Sunseeker to verify Supplier's compliance with the Code of Conduct.
- it will inform Sunseeker in the event of non-compliance with the Code of Conduct by it or by one of its suppliers.. Should either allegations of the Supplier's or its suppliers' non-compliance with the Code of Conduct or other claims which threaten to endanger the reputation of Sunseeker become public, e.g. by way of media coverage, Supplier shall provide a written statement concerning such non-compliance or such allegations, immediately upon Sunseeker's request,
- on request it will permit Sunseeker and its authorised agents and representatives and/ or a third party appointed by Sunseeker to conduct unannounced inspections (audits) at Supplier's premises or the premises of any of its suppliers and to access and review relevant records and documentation and interview employees, in order to review compliance with the Code of Conduct. Sunseeker may exercise the rights under this paragraph during the term of this Agreement and for a period of three (3) years thereafter. If an audit reveals substantial non-compliance, Supplier shall – in addition to any other rights Sunseeker International Limited may have – bear all audit expenses.
- in addition to other rights and remedies Sunseeker may have, and without liability to Supplier, Sunseeker may terminate any supply agreement and/or any purchase order issued there under by giving written notice to the Supplier with effect from the date specified in the termination notice in case of the Supplier's
  - I. breach of its obligations under the Code of Conduct or
  - II. refusal to conduct or unreasonably impeding to the conduct of a self assessment required by Sunseeker as set out above
  - III. unreasonably impeding Sunseeker exercise of its right to audit as set out above although if such breach is capable of remedy, Sunseeker's right of termination above may only be exercised after a reasonable period of grace.

Sunseeker reserves the right to make changes this Code of Conduct from time to time, and expects the Supplier to accept.