



Supplier Code of conduct Acting with Integrity

Great Places. Great People

An aerial, black and white photograph of a tropical resort. The scene is viewed from a high angle, looking down. On the right side, there is a large, modern building with a swimming pool. The pool is surrounded by a deck and several palm trees. In the center and left, there is a sandy area with many lounge chairs and palm trees. The lounge chairs are arranged in rows, and the palm trees are scattered throughout the area. The overall atmosphere is serene and luxurious.

Act with Integrity.

Be honest.

Be accountable.

Comply with the Code.

Supplier Code of Conduct

At Sun Limited, as we focus on becoming a market leader in the Indian Ocean Regions, it is important that we demonstrate our unwavering commitment to provide outstanding service and do business according to the highest ethical standards.

Sun's Code of Conduct outlines the standards that must direct our actions and decisions, which in turn define the culture and reputation of the organization.

Conducting business responsibly and ethically is critical to protecting our reputation for integrity and maintaining our competitive advantage. In keeping with this mission, we respect fundamental human rights, commit to a Code of Business Conduct and Ethics, recognize our responsibility to manage the environmental impact of our operations, and contribute positively to the well-being of the communities and cultures in which we do business.

Supplier Code of Conduct

We have a responsibility to honour these operating principles and to have programs in place to manage and monitor our performance in these areas. While we recognize that our suppliers may establish standards on an individual basis, we prefer to do business with suppliers who adhere to the basic principles and ideals outlined in this Supplier Code of Conduct.

As Sun's corporate responsibility and supply chain management evolves, we anticipate further engagement with our suppliers so that we can expand socially and environmentally responsible and ethical business practices working together.

What the Code says

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Compliance with laws

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What the Code says

The Supplier Code of Conduct outlines the minimum standards for Sun suppliers. As appropriate, priority will be given to suppliers that demonstrate higher standards.

Suppliers are expected to have appropriate management systems in place and take necessary steps to comply with this Code, including transparency concerning policies and practices and related employee education.

We encourage our suppliers to hold their own suppliers accountable to these standards. Adherence with this Code may be subject to periodic review.

For the purposes of this document “Supplier” means any company, corporation or other entity that sells, or seeks to sell goods or services to Sun.

Compliance with laws

In doing business with Sun, all our suppliers and their designated manufacturing facilities must comply fully with all national, state or local laws and regulations including, but not limited to, those relating to labour and employment, immigration, health and safety, intellectual property, corruption and the environment.

Suppliers are expected to inform their Sun contact person or supply chain manager should there be any significant breaches, allegations of non-compliance or investigation into non-compliance by authorities related to any goods or services that such Supplier provide.

1 Labour Standards

Child labor is not to be used in any stage of the work performed for Sun. If the minimum employment age in a jurisdiction is not defined, the term “child” refers to any person employed under the age of 15 or under the age for completing compulsory education or under the minimum age for employment in the country.

2 Non-Discrimination

As a company supplying goods and/or services to Sun, you may be subject to national and local laws and accompanying regulations. To assure full compliance with such laws and regulations, all personnel actions, including recruiting, hiring, assignment and promotion, as well as decisions affecting compensation, benefits, transfers, and training, shall be made without regard to creed, race, color, age, gender, sexual orientation, ethnicity, mental or physical disability, religion, political affiliation, health condition, pregnancy, union membership, marital status, or any other status protected by law.

3 Humane Treatment

There is to be no inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion of workers; nor is there to be the threat of any such treatment. No activities shall contribute toward human exploitation, including human trafficking and sexual exploitation.

4 Minimum Wages

Compensation paid to workers shall comply with all applicable local wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits.

5 Working Hours

Work weeks are not to exceed the maximum set by local law.

Freedom of Association:

Workers and employees must be allowed the right to join associations and trade unions if required as per local law.



Health and Safety

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Environment

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Health and Safety

Suppliers are responsible for upholding a safe and healthy work environment. Suppliers shall comply with all laws, regulations and rules governing employee occupational health and safety in the jurisdiction where they operate.

In cases where worker accommodation is provided, the housing must meet the health and safety standards outlined herein.

1 Health and Safety of Sun's Guests and Associates and the General Public

Supplier shall take the necessary and appropriate steps to ensure the health and safety of Sun's guests, associates and general public in the communities where both Supplier and Sun operate.

2 Occupational Injury and Illness

Procedures and systems are to be in place to manage, track and report occupational injury and illness, including provisions to:

- i) encourage worker reporting;
- ii) classify and record injury and illness cases;
- iii) provide necessary medical treatment;
- iv) investigate cases and implement corrective actions to eliminate their causes; and
- v) facilitate the return of workers to work. Employees should receive training on safety, including, where appropriate, proper use of equipment, chemicals, and use of personal protective equipment.

Environment

Sun is committed to minimizing the impact of its operations, and those of its Suppliers, on the environment.

Suppliers must be compliant with local environmental laws and practices including but not limited to those pertaining to waste disposal (proper handling of toxic and hazardous waste, segregation where regulated, etc), air emissions, pollution, discharges, etc.

Our suppliers must submit evidence of compliance with the local laws and regulations or best practices (eg ISO 14001 certification or local counterpart).



Ethics

Sun's Code of Business Conduct and Ethics requires that business be conducted with honesty and integrity, and in compliance with all applicable laws.

As such, we expect Sun Suppliers and their agents to maintain high standards of ethics.

1 No Corruption, Extortion, or Embezzlement

“Extortion” is considered as an offence under our Criminal Code Act 1838 (“CCA”).

The highest standards of integrity are expected in all business interactions. Any form of corruption, extortion and embezzlement are strictly prohibited and may result in, or subject a Supplier to, immediate termination and legal actions.

Suppliers are prohibited from offering, paying, soliciting or receiving (whether directly or otherwise) any form of bribe as an inducement or reward for any business transaction with or involving Sun. The term “bribe” broadly includes any illicit advantage such as (but is not limited to) cash, cash equivalents, property, loans, commissions, services, benefits in kind or other advantages.

2 Conflict of interest

Suppliers must not enter into transactions with Sun employees that would constitute a situation of conflict of interest.

3 Disclosure and Privacy of Information

Means to effectively safeguard customer information and intellectual property regarding business activities, financial situation, performance, and/or any other information deemed confidential shall be implemented and such information shall be disclosed only in accordance with the guidelines specified within any agreed upon non-disclosure agreement, privacy policy and as provided for by law.

4 Gift & Entertainment

In the course of conducting our business, the Company recognizes that there will be occasions when it is appropriate, out of courtesy and relationship building, to give or receive small gifts of nominal value (not worth more than Rs 1,000 gift register) or provide and receive modest business entertainment to or from our business associates.

However, the Company is committed to conducting all business without undue influence. The Code requires us to exercise good judgment and practice moderation in giving and receiving business gifts and entertainment.

We will respectfully decline entertainment, gifts or other benefits (which are lavish, excessive or expensive) that could in any way be construed as, or give the appearance of, attempting to influence business decisions in favour of any person or organization with whom Sun may have business dealings.

5 Financial Integrity

Financial records shall be kept in accordance with all applicable accounting practices as Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS) and comply with all relevant legal and regulatory requirements.

6 Communication, documentation and inspection

Suppliers are responsible for communicating the requirement of the Code to their employees. The Code should be made freely available to employees in their local language and in a readily accessible place.

Suppliers must maintain records of all relevant documentation necessary to demonstrate compliance with the Code and related laws and regulations, and where requested should agree to make these documents available to us or our designated auditor as evidence of compliance. Where appropriate, suppliers may be asked to allow inspections and to have complete access to their workplaces, sites and facilities for verification purposes in line with the Code.

Sun reserves the right to amend or modify this Code of Conduct. Sun may terminate its relationship with any Supplier found to be in violation of these standards or for any other reason consistent with Sun's agreement with such Supplier.

7 Community Engagement

Sun is dedicated to the well-being of the communities in which we do business, as evidenced through charitable giving and various forms of community involvement. Suppliers are encouraged to engage with their communities to help foster social and economic development and sustainability.

8 Corruption offences

The Prevention of Corruption Act 2002 (PoCA) creates an array of corruption offences which may be committed by public officials, members of the public and personnel of the private sector.

The offences are described under section 4 to 17 of Part II of the Act.

9 Reporting Violations

Violations of Sun standard can be reported confidentially in a local language. If you have knowledge that any of these standards are being violated, you are encouraged to report the issue. Contact methods are listed below:

CORPORATE GOVERNANCE, ETHICS, NOMINATION AND REMUNERATION COMMITTEE

The Corporate Governance, Ethics, Nomination and Remuneration Committee is an independent board committee and will always treat any report made to it and carry out necessary investigation with utmost confidentiality.

The Corporate Governance, Ethics, Nomination and Remuneration Committee will ensure that there is no retaliation following a report made whoever is the recipient of the report.

The Corporate Governance, Ethics, Nomination and Remuneration Committee

E: whistleblowing@sunresorts.mu



Certificate of Compliance

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Declaration of Conflicts of Interest

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Certificate of Compliance

Once you have read the Sun Supplier Code of Conduct (“Sun SCC”) please sign below and return it to The Corporate Governance, Ethics, Nomination and Remuneration Committee at whistleblowing@sunresorts.mu

I acknowledge that I have read and that I understand the Sun Supplier Code of Conduct. I undertake to comply with the provisions of the Sun SCC, to communicate and educate my employees and to confirm, upon request, my compliance therewith or to any amended version thereof. I understand that Sun may conduct periodic review of my company policies and practices

I understand that Sun may, at any time format, add, change or rescind the Sun SCC or any other policy or practice in its discretion, provided I am advised of such change.

I also acknowledge that I have received the form entitled Declaration of Conflicts of Interest and certify that:

I have no conflicts of interest; or

I have the conflicts of interest as disclosed in the attached detail the conflict of interest.

(Please check the appropriate box)

Name of Supplier

Name of Directors

Signature/s of representative/s of Supplier

Declaration of Conflicts of Interest

The disclosure of real, perceived or eventual conflicts of interest is an important matter. Please refer to the section entitled “Conflicts of Interest” in the Sun Supplier Code of Conduct (“Sun SCC”).

You should discuss with (The Corporate Governance, Ethics, Nomination and Remuneration Committee) any ambiguous situations in order to be informed of the position of Sun Limited in this respect.

Any new conflicts of interest or any changes to disclosed conflicts of interest should be disclosed in writing immediately upon their occurrence.

- 1 I have personal family or other relationships that are in conflict or are likely to be in conflict with the best interests of Sun Limited, its subsidiaries and affiliated companies (please explain):
- 2 I directly or indirectly deal with staff or managers of Sun Limited its subsidiaries and affiliated companies in business dealings outside of Sun (please explain):
- 3 Other situations that are or could be a real, perceived or eventual conflict of interest (please explain):

Name of Supplier

Signature/s of representative/s of Supplier



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