



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

This Code applies to all Suppliers of goods and services to Sunseeker, including all employees and officers of the Supplier, and to the Supplier's group companies, sub-suppliers and sub-contractors, and forms an integral part of any agreement between Sunseeker and its Suppliers.

Sunseeker's commitment

High standards of integrity and business ethics are essential to Sunseeker's success and reputation. Sunseeker consequently expects its Suppliers to maintain ethical and responsible business practices in the execution of all dealings with Sunseeker and to ensure that their day to day business activities are conducted in a safe, fair and honest manner.

The Supplier declares that:

Compliance

- it will comply with the laws and regulations of the applicable legal system(s);
- it will comply with the provisions of this Code;
- it will supply this Code to its group companies, sub-suppliers, sub-contractors (and other third parties acting on their behalf) and require them to meet the provisions of this Code which are applicable to them;
- it will maintain accurate records and documentation to demonstrate compliance with this Code, which it will provide to Sunseeker, on request, to verify such compliance;
- it will remedy any non-compliance with this Code in a timely manner and inform Sunseeker promptly in the event of non-compliance with the Code by it or by one of its group companies, sub-suppliers or sub-contractors. Should allegations of the Supplier's or any of its group companies', sub-suppliers' or sub-contractors' non-compliance with the Code, or other claims which might harm the reputation of Sunseeker, become public, the Supplier shall provide a written statement concerning such non-compliance or such allegations, immediately upon Sunseeker's request;
- it will report any concerns or suspicions regarding any serious misconduct, health and safety or environmental breach or incident, financial, tax or business irregularity, conflict of interest or other activity which may have a harmful effect on Sunseeker's business or reputation or on its employees to Sunseeker's Chief Executive Officer.

Audit

- it will permit Sunseeker and its authorised agents and representatives to conduct unannounced inspections (audits) at Supplier's premises or the premises of any of its group companies, sub-suppliers or sub-contractors and to access and review relevant records and documentation and interview employees and officers, in order to verify compliance with this Code. Sunseeker may exercise the rights under this paragraph during the term of its agreement with the Supplier and for a period of three (3) years thereafter. If an audit reveals non-compliance, the Supplier shall – in addition to any other rights Sunseeker may have – bear all audit expenses.

Prohibition of corruption and bribery

- it will abide by the anti-bribery, anti-money laundering, and anti-corruption laws in all the countries in which it is incorporated or established and in which it does business, including without limitation the Bribery Act 2010;
- it shall not try to gain undue advantage by promising, offering or giving anything of value directly or indirectly to any third party or to engage in any other form of corruption aimed at unjustly obtaining improper advantages or otherwise influencing the outcome of its business dealings;
- it will not offer any Sunseeker employee or officer any extravagant gift or hospitality in an attempt to influence business decisions.

Prevention of the facilitation of tax evasion

- it will at all times comply with all applicable law, statutes, regulations, guidance, recognised practice and codes relating to the prevention of tax evasion and/or the prevention of the facilitation of tax evasion (whether within, or outside of, the United Kingdom), including but not limited to the Criminal Finances Act 2017 (**CFA 2017**);
- it will have and maintain in place such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by associated persons (including its employees, officers, agents, sub-suppliers, sub-contractors, and any other third party providing services for it, or on its behalf) and to ensure compliance with the bullet below;
- it and its relevant associated persons will not engage in any practice, activity or conduct which would constitute either:
 - a UK tax evasion offence within the meaning of section 45(4) of the CFA 2017 (**UK Tax Evasion Offence**);
 - a foreign tax evasion offence within the meaning of section 46(5) of the CFA 2017 (**Foreign Tax Evasion Offence**);
 - a facilitation of a UK Tax Evasion Offence within the meaning of section 45(5) of the CFA 2017;
 - a facilitation of a Foreign Tax Evasion Offence within the meaning of section 46(6) of the CFA 2017; or
 - failure to prevent a Facilitation Offence within the meaning of sections 45 or 46 of the CFA 2017;
- for the purposes of this section, the meaning of 'prevention procedures' and 'associated persons' shall be determined in accordance with sections 44(4), 44(5), 45(3) and 46(4) of the CFA 2017 (and any guidance issued under section 47 of the CFA 2017).

Human rights

- it will promote equal opportunities for and treatment of its employees irrespective of sex, age, skin colour, race, nationality, social background, disability, sexual orientation, gender reassignment, political or religious conviction, or membership or not of any employee organisation;
- it will respect the personal dignity, privacy and rights of each individual;
- 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 adhere to the strictest applicable laws and/or industry standards relating to wages, working hours, overtime and benefits, and will not require employees to work more than 48 hours a week.

Prohibition of slavery and human trafficking

- it will comply with international labour standards, including without limitation the Modern Slavery Act 2015;
- it will not use, participate or benefit from any form of forced or involuntary labour, and will not require workers to lodge their original identity papers or pay any kind of deposit as a condition of work;
- it will take a zero-tolerance approach to slavery, servitude and the use of forced, compulsory or trafficked labour and will implement due diligence procedures for its sub-suppliers, sub-contractors and other participants in its supply chains to ensure there is no slavery or human trafficking in its supply chains.

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 and use an occupational health and safety management system according to BS OHSAS 18001 or equivalent;
- it will take responsibility for the health and safety of its employees and will provide a safe and healthy working environment;
- it will ensure that employees are trained in health and safety matters and are provided with the protective equipment necessary to perform their tasks safely;
- it will establish and maintain procedures to control hazards and prevent accidents and occupational diseases, and to effectively respond to all health emergencies;
- it will ensure that its employees, officers, sub-suppliers and sub-contractors comply with Sunseeker's health and safety policies whilst on Sunseeker premises.

Environmental protection

- it will act in accordance with, and maintain awareness of, 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.

Confidentiality

- without prejudice to any more specific obligations of confidentiality the Supplier might be under, it will respect and ensure its employees, officers, sub-suppliers and sub-contractors respect the confidentiality of any information or data regarding Sunseeker, its products, designs, employees, distributors, customers or boat owners which the Supplier, or its employees, officers, sub-suppliers or sub-contractors obtain during their dealings with Sunseeker where such information is designated as confidential or might reasonably be expected to be sensitive or confidential.

In addition to its other rights and remedies, Sunseeker may terminate any agreement with the Supplier and/or any purchase order issued thereunder by giving written notice to the Supplier with effect from the date specified in the termination notice in the event of non-compliance with the provisions of this Code.

Sunseeker reserves the right to make changes to this Code from time to time, and will notify its Suppliers of any such changes