SUNSTAR GROUP BUSINESS PARTNER CODE OF CONDUCT

ABOUT THIS CODE

Sunstar aims to meet high standards of corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers across its business operations and global supply chain. These standards are reflected in this Business Code of Conduct (as amended by Sunstar from time to time, this "**Code**") which establishes the **minimum** requirements that any Sunstar Business Partner (as defined below) must comply with.

We use the following terms in this Code:

"**Associate**" means the Business Partner's suppliers, sub-distributors, vendors, agents and subcontractors involved in Sunstar's supply chain and commercial channels for its products.

"Business Partner" means any supplier, distributor or other strategic /commercial third-party providing goods or services to Sunstar.

"**Sunstar**" means Sunstar S.A., and its subsidiaries.

1. WHO MUST COMPLY WITH THIS CODE?

1.1. Business Partners shall comply with the standards in this Code and shall use reasonable and appropriate efforts to promote awareness of, and alignment with, the principles of this Code within their supply chain, taking into account its Associate's level of influence and risk profile.

1.2. In addition, as set out in paragraph 12.3, Business Partners shall use reasonable and appropriate efforts to include standards in their agreements with Associates that are equivalent to those of this Code.

2. COMPLIANCE WITH THIS CODE AND LAWS

2.1. Business Partners shall comply with all standards set out in this Code and all applicable laws and regulations where Business Partners operate.

2.2. If there is any conflict between any applicable laws or regulations, the agreement(s) between the parties, and this Code, Business Partners shall be expected to meet the highest standards.

3. HUMAN RIGHTS AND RESPONSIBLE WORKFORCE PRACTICES

3.1. **Slavery, Human Trafficking, Forced Labour and Child Labour**. Business Partners shall respect human rights and maintain labour practices that comply with applicable laws, regulations and the International Labour Organisation ("ILO") standards against forced labour and child labour. To this effect, Business Partners must not engage in prohibited labour practices including, but not limited to, supporting or engaging or requiring any forced labour, child labour, bonded labour, indentured labour, or prison labour, human trafficking, or exploitation.

3.2. **Human Rights**. Business Partners shall comply with all internationally recognised human rights that are understood, at a minimum, as those expressed in the United Nations Human Rights Charter and the principles concerning fundamental rights set out in the ILO's Declaration on Fundamental Principles and Rights at Work.

3.3. **Equal Opportunities**. Business Partners shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any employment practice on the basis of race, colour, ethnicity, national origin, gender, gender identity, sexual orientation, age, religion, disability, marital or pregnancy status, or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

3.4. **Freedom of Association and Collective Bargaining**. Business Partners shall respect, and shall not interfere with, the right of workers to decide whether to lawfully Associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining in accordance with applicable law.

3.5. **Working Environment**. The business partner shall:

a) Provide a safe, healthy, and sanitary working environment and comply with all applicable health, safety and other relevant laws where it operates; and

b) not support or engage in, or require any, hazardous labour to be performed by any person under the age of eighteen (18). Hazardous labour involves any work that by its nature, or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health or the worker if adequate precautions are not taken.

3.6. **Wages and Remuneration**. Business Partners are expected to compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

a) the minimum wage and benefits established by applicable law;

b) collective agreements;

c) industry standards; and

d) an amount sufficient to cover basic living requirements.

3.7. **Harassment**. Sunstar does not tolerate any form of harassment in the workplace, including sexual harassment. Business Partners, too, are expected to take appropriate measures to prevent any form of harassment from occurring in their workplace, including as part of their business interaction with Sunstar, and provide evidence of any such measures to Sunstar on request.

4. INFORMATION SECURITY, DATA PROTECTION AND INTELLECTUAL PROPERTY

4.1. Business Partners shall comply with applicable data protection laws and regulations and have in place appropriate measures to:

a) protect the integrity and confidentiality of information, including information belonging to or supplied by Sunstar held on its systems (which include physical and online or electronic systems); and

b) ensure that there is no unauthorised access of the information by third parties, including their Associates.

4.2. Business Partners shall immediately inform Sunstar in case of any data or security breach and fully cooperate with Sunstar in any steps deemed necessary by Sunstar concerning such an event. Furthermore, Business Partners shall enter into, and cause their Associates to enter into, with Sunstar, any contract reasonably requested by Sunstar for data protection purposes, including the EU Standard Contractual Clauses (SCC) for transborder data flows.

4.3. Business Partners must respect and protect intellectual property rights and ensure that counterfeit or unauthorized components are not introduced into the supply chain.

5. ENVIRONMENTAL RESPONSIBILITY

5.1. Business Partners shall ensure that:

a) their operations comply with all applicable laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and hazardous and toxic materials handling;

b) the goods they manufacture (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties; and

c) they shall only use packaging materials that comply with all applicable environmental laws and treaties.

5.2. Business Partners shall have in place a suitable environmental management system for managing their environmental risks. At a minimum, the system should include and address the following:

a) the assessment of the environmental impact of all historical, current and likely future operations;

b) steps to continuously improve environmental performance, reduce pollution, emissions and waste;

c) measures to reduce the use of all raw materials, energy and supplies; and

d) raising awareness and training employees in environmental matters.

6. BUSINESS CONTINUITY PLANNING AND QUALITY

Business Partners shall establish and maintain appropriate business continuity and disaster recovery plans to ensure the resilience of operations and the continued supply of products or services in the event of emergencies, natural disasters, cyber incidents, or other disruptions.

Business Partners must have in place and maintain a suitable quality management system for matters such as product safety.

7. RECORDS

Business Partners must maintain books and records that document all transactions accurately, honestly and completely.

8. ANTI-BRIBERY AND CORRUPTION

8.1. Business Partners must maintain the highest ethical standards and comply with all applicable laws and regulations relating to the prevention of bribery, corruption and fraud. Business Partners shall not:

a) accept, offer, promise, pay, permit or authorise: (i) bribes, facilitation payments, kickbacks or illegal political contributions; (ii) money, goods, services, gifts, entertainment, employment, contract or other things of value, in order to obtain or retain an advantage; or (iii) any other unlawful or improper payments or benefits of value given to a person in return for a business advantage or to reward or induce improper performance by that person;

b) exchange any excessive gifts, hospitality or entertainment which could be considered a form of bribery if offered to gain or retain a business advantage;

c) engage in any practice or activity that would constitute fraud.

9. ANTI-TRUST AND COMPETITON LAW

9.1. Business Partners shall comply with all applicable anti-trust and competition laws and regulations including but not limited to those relating to teaming and information sharing with competitors, price fixing, and rigging bids.

9.2. Business Partners must promptly inform Sunstar of any anti-trust or competition law investigations of Business Partner relating in any way to the subject matter of Business Partner’s or any Associate’s relationship with Sunstar

10. CONFLICT OF INTEREST

10.1. Business Partners shall avoid any conflict of interests when dealing with Sunstar, when the personal interests or activities of their Associates could interfere with their business decisions due to their relationship with a Sunstar employee, contractor or agent.

10.2. Business Partners must promptly disclose to Sunstar any situation that is or may be perceived to be a conflict of interest involving any of their Associates and a Sunstar employee, contractor or agent.

11. EXPORT CONTROL AND ECONOMIC SANCTIONS

11.1. Business Partners shall comply with all applicable economic sanctions and export controls laws and regulations.

11.2. Business Partners must obtain export licenses and authorizations required by applicable laws and regulations in connection with their business dealings with Sunstar.

12. SOURCING AND MANAGING OF ASSOCIATES

12.1. When assessing Business Partners' performance against the requirements set out in this paragraph, Sunstar will consider the risk profile of the transaction, Business Partners' ability to comply with the requirements and the consequences where Business Partners fail to meet those requirements.

12.2. Business Partners shall carry out appropriate due diligence of its existing and prospective Associates that shall form part of Sunstar's upstream supply chain and product channels. As a minimum, the due diligence should include the following:

a) investigations into prospective Associates' stance, public statements, and actions on human rights, treatment of workers, bribery, ethical behaviour, environmental outlook and compliance with laws and regulations; and

b) risk assessments for countries from which materials, components, or finished goods are sourced.

12.3. When dealing with Associates, Business Partners shall:

a) comply in all respects with the requirements in Section 1 of this Code and otherwise actively promote equivalent standards with their Associates;

b) implement proportionate monitoring measures that are reasonable and sufficient in consideration of risk and business relevance.

12.4. Business Partners shall conduct due diligence to ensure that minerals used in their products do not directly or indirectly finance armed groups or contribute to human rights abuses. This includes conflict minerals (tin, tantalum, tungsten and gold – 3TG) and other high-risk minerals such as cobalt. Business Partners are expected to follow internationally recognized frameworks, such as the OECD Due Diligence Guidance, and provide sourcing information upon request.

13. TRAINING

Business Partners shall implement their own Code of Conduct and provide sufficient training to ensure that its employees are aware of the requirements of this Code.

14. SELF-MONITORING, PROOF OF COMPLIANCE AND AUDIT

14.1. Business Partners shall monitor their compliance with this Code and shall report any violations (active or suspected) to Sunstar legal, compliance or an executive officer.

14.2. Business Partners shall not retaliate or take disciplinary action, nor permit the same, against any Business Partner's employee or Associate that has, in good faith, reported violations of this Code or questionable conduct, or who has sought advice regarding this Code.

14.3. Business Partners shall participate in Sunstar's Business Partners due diligence processes, including periodic assessments or questionnaires, as requested by Sunstar. Through such processes, each Business Partner shall confirm that it has appropriate systems in place to ensure its and its Associates' compliance with this Code and that it is able to comply with this Code for the duration of its relationship with Sunstar. Compliance with this Code shall be reviewed as part of Sunstar's ongoing supplier due diligence and contractual renewal processes.

14.4. Business Partners shall provide any additional certifications that are required to demonstrate compliance with all applicable laws and frameworks within thirty (30) days of a written request from Sunstar unless Sunstar otherwise designates in writing an earlier or later date.

14.5. In addition to the written confirmation in the preceding paragraph, Sunstar may conduct audits to verify Business Partners' compliance with this Code subject to reasonable notice.

15. BREACH, REMEDIATION AND TERMINATION

15.1. If Sunstar becomes aware of any violation of this Code by Business Partners or their Associates, whether such violation is actual or reasonably suspected, Sunstar may in its sole discretion:

a) request that the Business Partner promptly produce a remediation plan to address the non-compliance within a reasonable timeframe designated by Sunstar;

b) if the Business Partner fails to provide such remediation plan within time frame requested by Sunstar or fails to implement it within a reasonable period as requested by Sunstar, suspend or terminate the business relationship effective upon giving written notice, including any purchase orders and contracts;

c) in the event of a material breach, which Sunstar determines in its sole discretion cannot be timely or otherwise appropriately remediated, or where a breach is not remediated within the period requested by Sunstar, terminate the business relationship effective upon giving written notice, including any purchase orders and contracts.

15.2. Sunstar may, in its absolute discretion, provide Business Partners with support and resources to assist with any required remediation, without prejudice to any other rights and remedies of Sunstar under this Code or applicable contracts and Sunstar reserves the right to suspend the business relationship, without consequence, while remediation is ongoing.

16. RELATIONSHIP TO AGREEMENTS

In the event of a conflict or inconsistency between any provision of this Code and a provision of any contract between Sunstar and a Business Partner, the provisions of the contract shall in all instances prevail, have precedence over and shall not be limited by those of this Code.

17. UPDATING THIS CODE

Sunstar has the right to modify this Code from time to time on and shall endeavour to provide Business Partners upon reasonable notice about the modification in writing, which includes email.