

## MOHG SUPPLIER CODE OF CONDUCT

Mandarin Oriental Hotel Group is committed to contributing to the communities in which we operate and responsibly managing our environmental impacts and social commitments.

This Supplier Code of Conduct sets forth our principles and the minimum standards, with which we expect our suppliers to comply and hold their own suppliers and subcontractors accountable. We encourage suppliers to have their own systems and policies in place to comply with, and exceed where possible, the requirements in this Policy. Suppliers shall establish grievance mechanisms for workers and other relevant parties to report concerns, and respond to these concerns in a fair and timely manner.

As appropriate, preference will be given to suppliers that demonstrate their alignment with our commitments and engage with us so that we can improve our social and environmental practices together.

For the purpose of this Code of Conduct:

- "MOHG" means Mandarin Oriental International Limited and its direct and indirect subsidiaries and associated companies, and all hotels, residences, premises and business managed by those entities.
- "Supplier" is defined as any person, company, corporation or entity that sells, or seeks to sell goods or services to MOHG.
- "Code" is MOHG's Supplier Code of Conduct.

### 1. COMPLIANCE

Supplier shall comply with all applicable national, regional and local laws and regulations.

Supplier shall promptly inform their MOHG contact person should they be unable to comply with this Code and the reasons of non-compliance.

MOHG reserves the right to conduct unannounced assessments, audits and inspections to ensure compliance with this Code. If any non-compliance is identified, Supplier shall take corrective action in a timely manner.

Supplier's non-compliance with this Code constitutes grounds for MOHG to terminate the contractual and commercial relationship.

### 2. HUMAN RIGHTS

Supplier shall meet the principles set out in the UN Universal Declaration of Human Rights and the Conventions of the International Labour Organisation in respect of its own employees.

#### a. No Forced Labour, Slavery and Human Trafficking

MOHG is strictly against the use of forced labour, whether in the form of prison labour, indentured labour or bonded labour, and expects the same of Suppliers. MOHG does not tolerate any form of slavery and/or human trafficking, or any toleration of or contribution to such acts by Suppliers. Supplier shall not charge recruitment fees or restrict employees' freedom of movement.

#### b. Child Labour

Supplier shall adhere to the minimum age provisions of applicable laws and only employ workers who meet the minimum age for employment specified by the law of the country where the Supplier is based. Supplier is responsible for verifying the age of their employees. If 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 compulsory education.

#### c. Minimum Wages

Supplier shall offer remuneration packages that satisfy the minimum wage and benefits mandated by local laws.

#### d. Working Hours

Supplier shall ensure working hours for its employees are in compliance with local laws, and that overtime work is compensated appropriately.

#### e. Freedom of Association

Supplier shall not interfere with or obstruct employees from exercising legal rights to freedom of association and collective bargaining, or to join or form trade unions.

#### f. Diversity and Inclusion

Supplier shall promote an inclusive environment that foster mutual respect, diversity and equal opportunity with employees. Every employee of the Supplier shall be treated with respect and dignity, and shall not be subject to any form of harassment or discrimination in employment on the basis of ethnicity, gender, age, sexual orientation, disability, background or religion, or any other status protected by law. Supplier is encouraged to include businesses owned by individuals from underserved and underrepresented communities in their supplier selection process.

### 3. HEALTH AND SAFETY

Supplier is responsible for upholding a safe and healthy working environment. Supplier shall comply with all relevant laws, regulations and rules related to occupational health and safety in the jurisdiction where they operate.

#### a. Workplace

The Supplier's workplace should provide a safe and healthy working environment for all employees. This includes access to drinkable water, sanitary facilities, fire safety, emergency preparedness, industrial hygiene, adequate lighting and ventilation. The workplace should further be subject to regular health and safety reviews, with corrective actions being taken where necessary.

#### b. Occupational Injury and Illness

Procedures should be in place to report, track and manage occupational injury and illness with the objective of preventing repeat incidents and reducing the quantity and seriousness of incidents over time. Employees should receive safety training, including proper use of chemicals, machinery, operating and personal protective equipment.

Where Supplier is providing housing for employees, these should also be safe and healthy. This includes access to drinkable water, sanitary facilities, fire safety, emergency preparedness, adequate lighting and ventilation.

### 4. BUSINESS INTEGRITY

MOHG's internal Code of Conduct, requires all colleagues to respect high standards of ethics and professionalism. As such, we expect our Supplier to adhere to a similar standard.

**a. No Corruption**

Supplier must comply with all applicable anti-corruption and anti-money laundering laws as well as laws governing lobbying, gifts, and payments to public officials, political campaign contribution laws, and other related regulations.

**b. No Improper Advantage**

Supplier is advised that MOHG Colleagues cannot engage in activities that may impact their judgment regarding the best interests of the company.

- Bribes, undisclosed payments or any other form of cash transaction are not allowed.
- Gifts and favours are acceptable provided they are relatively small or insignificant value and customary in nature.
- Entertainment and hospitality must be limited to reasonable and proportionate hospitality or promotional expenditure which seeks to establish or maintain a business relationship.
- Supplier shall disclose any real or perceived conflicts of interest.

**c. Business Practices**

Supplier shall neither employ anti-competitive practices, nor seek competitive advantage through illegal or unethical business practices. Fair dealing should be adopted at all times, based on the price, quality and performance standard of products and services.

**d. Data Protection**

Supplier agrees to comply with all applicable data protection laws and any terms and conditions agreed with MOHG in the processing of personal data.

**e. Intellectual Property Rights**

Supplier acknowledges that MOHG's "Fan Device", the words and names "Mandarin", "Oriental" and "Mandarin Oriental", and such other trademarks, service marks, trade names, logos and designs ("MOHG Marks") have acquired valuable secondary meanings and goodwill and that goods and services bearing the MOHG Marks have acquired a reputation of the highest quality of hotel service. Supplier shall not claim rights to or register any marks including or similar to any MOHG Marks or do or allow any act which may impair MOHG's rights in, or affect the validity or depreciate the associated value or established prestige and goodwill of, any MOHG Marks.

**f. Honest and Accurate Records**

Supplier must maintain honest and accurate records and disclose any information requested by MOHG concerning its compliance with this Code, all applicable laws and industry good practices.

**5. ENVIRONMENTAL PROTECTION**

MOHG is committed to minimising our environmental impact, including the supply chain, and prefers to work with Suppliers that are likeminded.

**a. Environmental Permits**

Supplier shall obtain and keep current all required environmental permits for their entire operation.

**b. Environmental Management**

Supplier is encouraged to put in place an environmental policy and management system and to minimise the negative environmental impact of their operations, products and services across all lifecycle stages. This includes:

- Implementing practices to prevent and mitigate negative impacts on biodiversity and ecosystems (e.g. pollution and deforestation)
- Maximising resource use efficiency to yield energy and water savings, and minimise waste generation
- Implementing measures to reduce carbon emissions when feasible, such as increasing use of renewable energy and resource-efficient transport
- Monitoring environmental performance (on a regular basis) to seek continuous improvement

**c. Chemicals and Hazardous Material**

Supplier shall ensure chemicals and other products in its possession or control posing a hazard if released to the environment are identified and managed in accordance with applicable regulations to ensure their safe handling, movement, storage, recycling, reuse or disposal.

**d. Endangered Species**

Supplier shall refrain from offering products originating from endangered species, listed in the [CITES Appendices](#) and the [IUCN Red List of Threatened Species](#) and MOHG Avoid List. Supplier shall not offer any seafood from known Illegal, Unreported, and Unregulated ("IUU") sources. Suppliers are encouraged to offer products from sustainable sources and shall provide adequate substantiation when making such assertions.

**e. Materials and Packaging**

Supplier is expected to source materials responsibly and minimise the use of non-renewable raw materials. Supplier shall refrain from offering single-use plastic packaging and items. Supplier shall endeavour to reduce unnecessary packaging and offer reusable or recyclable packaging when feasible.

**f. Animal Welfare**

Suppliers shall comply with all applicable laws regarding animal welfare. Suppliers are encouraged to meet, or surpass when feasible, international standards on animal welfare.

**6. COMMUNITY ENGAGEMENT**

MOHG is committed to contributing to the communities in which we operate. Supplier is encouraged to engage with their communities to support social and sustainability development.

**REPORTING VIOLATIONS**

In support of the Supplier's Code of Conduct, the Group has established whistleblowing policies to facilitate suppliers to report their concerns, including a "Speak Up" platform operated by Deloitte: please visit <https://secure.deloitte-halo.com/MOHGSpeakUp> for further details.

MOHG reserves the right to modify this Code of Conduct. Last updated 18<sup>th</sup> January 2023.

**Supplier Signature (optional)**

**Acknowledged by**

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Company Chop: \_\_\_\_\_