

Sunrise Vendor Code of Conduct

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1 GENERAL

1.1 Purpose

This Sunrise Vendor Code of Conduct ("Vendor Code") outlines the standards regarding Business Integrity and Ethics, Human Rights and Non-Discrimination, Environment, Data Handling and Governance that Sunrise requires its Vendors to comply with. To advance social and environmental responsibility, the Vendor Code requires Vendors to apply best industry practice in accordance with or exceeding locally applicable laws and regulations.

1.2 Scope

This Policy applies to vendors, consultants, contractors, temporary workers and other third-party individuals or firms that provide various products and services (collectively, "Vendors" and individually "Vendor") to Sunrise Group (hereinafter 'Sunrise'), and to all those who, in the course of their activities, are involved with the topics governed by this Policy.

The principles, obligations and expectations specified in this Vendor Code apply to all Vendors, their employees, their subcontractors and all of Vendor or subcontractors' employees involved in the supplying of goods or services to Sunrise throughout their entire supply chain.

1.3 Compliance with the Vendor Code and Applicable Laws and Regulations, Fair Competition

Vendors must monitor and ensure compliance with all applicable laws and regulatory requirements, including but not limited to privacy, telecommunication, competition, anti-money laundering, anti-bribery, anti-trust, anti-corruption, anti-fraud, sanctions, trade laws, export controls, environment, waste, climate, sustainability and trade embargoes.

Vendors shall maintain adequate onboarding due diligence and in life management of their third-party providers and subcontractors throughout their lifecycle ensuring state of the art vendor management. This includes that all required related authorizations and permissions are obtained and maintained throughout the term of the service provision.

1.4 Disclosure Obligations and Non-financial Reporting

Vendors are obliged to prepare information and reports related to topics like Sustainability, Carbon Footprint, Child Work, Conflict Minerals and provide Sunrise with any such information and reports reasonably required by Sunrise for the purpose of non-financial reporting (related to Swiss laws) and other regulatory requirements, if applicable.

Upon request of Sunrise, Vendors are obliged to disclose their third-party management framework to Sunrise and to supply a list of the Vendor Third Parties that it has defined to be critical, including providers of utility services.

Vendors need to provide any information reasonably required by Sunrise in order to conduct initial and ongoing due diligence, risk assessments and monitoring. The Vendor should treat any related questions as confidential.

1.5 Vendor Risk Obligations

Sunrise aims to buy products and services from Vendors meeting Sunrise requirements and applicable regulatory standards, addressing all relevant risks (e.g. information security risk, child labour, conflicts minerals, Carbon Footprint). Depending on the products and services Sunrise intends to purchase, additional risk assessments may apply, and Vendors may be asked to promptly respond to related questionnaires and questions from Sunrise.

Vendors shall implement robust, proven risk prevention and management procedures, including a health and safety management system, to identify and control risks related to their operations in all areas covered by this Vendor Code. Vendors must designate representatives and provide their contact details to Sunrise, including a Business Continuity contact and a Background Screening contact.

1.5.1 Third Party Risk Management

Vendors must have their own documented third-party management framework governing the identification, management and risk assessment of Vendor Third Parties. This third-party management framework shall as a minimum:

- assign roles and responsibilities with regard to the management of the Vendor Third Parties;
- contain a requirement to verify the existence of appropriate contracts between the Vendor and Vendor Third Parties; and
- set out how the Vendor identifies requirements for and manages business continuity, information security (e.g. cyber security), financial risks and other risks related to Vendor Third Parties.

1.5.2 Subcontractors

Vendors must only use subcontractors to fulfil their duties and obligations if the Sunrise prior written consent has first been obtained in the form of a specific section on the Master Service Agreement and /or an annex to the contract ("Subcontractor Annex"). This applies to relevant subcontractors.

The use of subcontractors shall not in any way relieve any Vendor from its obligations to Sunrise and each Vendor shall always remain liable for its subcontractor's overall performance, actions and omissions. Specifically, each Vendor is solely responsible for all payments to its subcontractors and must make sure that its subcontractors will not claim performance of any Vendor obligation or the payment of any fees, charges, taxes, expenses or any other compensation or payments, directly from Sunrise.



1.6 Contract and/or Purchase Order requirement

Vendors acknowledge that this Vendor Code does not constitute a contractual basis for the delivery of products or services. A formal contract must always be concluded and/or a respective purchase order must be placed prior to delivery of products or services to Sunrise.

1.7 Publicity, Press Releases and use of Sunrise brand elements

Vendors must always obtain written consent from Sunrise to disclose their relationship with Sunrise or otherwise use any Sunrise brand elements in their marketing, publicity or promotional materials and/or activities. In the event of inquiries to the Vendor from third parties concerning Sunrise, from authorities, media, press, etc., the Vendor shall direct such inquiries to Sunrise.

To the extent that Sunrise requires Vendors to use Sunrise brand elements in the course of their business dealings with Sunrise, the Sunrise brand elements should be used only in the format and manner specified by Sunrise and in compliance with the Sunrise brand design guidelines and other requirements relating to the corporate identity/design of Sunrise.

2 BUSINESS INTEGRITY AND ETHICS

2.1 Responsible Supply Chain Management and Vendor Diversity

Sunrise supports diversity in both our own organisation and in our Vendor's organisation and encourages the use of diverse Vendors and subcontractors in our extended supply chain.

2.2 Conflict of Interest

Vendors must ensure that no personal, financial, or family interests influence - or appear to influence - their business relationship with Sunrise. Vendors are expected to act with integrity and avoid any situation that could create a conflict of interest. This includes refraining from offering gifts, favours, or incentives to employees, and disclosing any financial interests or relationships that could affect impartial decision-making.

Vendors must disclose all potential conflicts of interest, including those in which the Vendor may have been placed inadvertently due to either business or personal relationships with clients, other Vendors, business associates, or competitors of Sunrise, or with other Sunrise employees. Therefore, Vendors are obliged to calculate, quote and submit the price(s) and/or fee(s) contained in any bid or proposal or invoice independently to Vendor's Sunrise contact, without collusion, consultation, communication or agreement with any competing Vendor.

2.3 Anti-Bribery and Corruption

Sunrise does not tolerate any form of bribery in any business dealings. Sunrise requires its Vendors to be familiar and comply with all national and international applicable anti-bribery and corruption laws and regulations, of all locations where they operate.

Vendors must not directly or indirectly offer, promise, give or accept (a) a bribe or seek to extort a bribe either directly or indirectly from Sunrise, or (b) anything of value in order to obtain or retain business, secure any improper advantage or favoured treatment or to influence decisions or actions of any person or entity in the course of their business dealings with Sunrise.

The provisions of the [Anti-Bribery and Corruption Policy](#) shall apply.

2.4 Whistleblowing and non-retaliation

Vendors are obliged to have formal policies and/or processes in place to protect their employees and staff who report conduct which they reasonably believe amounts to a violation of laws, regulations rules, codes of ethics or other professional standards from being terminated, demoted, suspended, threatened, harassed or in any other manner discriminated against or subject to detriment.

3 HUMAN RIGHTS

Sunrise is committed to respect globally recognised human rights and rights at work and acts in accordance with international frameworks, guidelines and standards. Vendors must ensure the [Sunrise Human Rights Policy](#) and the principles, obligations and expectations specified, to be enforced throughout their entire supply chain.

3.1 Freely Chosen Employment

Vendors must prohibit the use of slavery, human trafficking and forced labour, defined as any type of work or service demanded from an individual under the threat of any sort of punishment and which the individual has not undertaken voluntarily.

3.2 No Child Labour

Vendors must respect children's rights, in particular, but not limited to requirements regarding minimum age, in accordance with Article 32 of the UN Convention on the Rights of the Child, children are to be protected from any work that could compromise their health, education, and development, and a minimum age for the admission to employment is to be established. The relevant requirements regarding minimum age are determined in the Conventions of the International Labour Organisation ILO, and (in particular Convention No. 138 concerning the Minimum Age for Admission to Employment, which sets out in Article 2 Section 3 the principle that the minimum age shall not be less than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years). Also, the Swiss Labour Code, states in Article 30 that adolescents under the age of 15 may not be employed.

3.3 No Discrimination and Harassment

Vendors must provide a workplace free of hard and/or inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment or other enforcement measures or threats that compromise the individual's physical or mental integrity.

Vendors shall also provide a workplace free of harassment and/or deliberate discrimination, particularly on the basis of race, national origin, skin colour, language, religion, political convictions, gender, gender identity, sexual orientation, marital status, age, disability, pregnancy and related medical conditions, military or veteran status, or on any other basis prohibited by applicable law.

3.4 Health and Safety

The Vendor is required to develop and implement health and safety management practices in all relevant aspects of its business, including:

- Regular trainings, and an appropriate safety infrastructure which address occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, and machine safeguarding.
- Provision and instruction on the usage of adequate personal protective equipment at no cost for workers.
- The emission of harmful substances shall be controlled at workplaces and equipment shall be available that allows rapid intervention in case of spillage, fire, or personal contact with such harmful substances.

Sunrise encourages vendors to establish an occupational health and safety management system (e.g. ISO 45001 or equivalent) that demonstrates that health and safety management is integral to the business, provides for risk and hazard identification and assessment, and includes procedures to address incident recordkeeping, investigation, and correction action.

3.5 Wages, Working hours and Employment Benefits

Vendors must pay salaries and employment benefits that are at least equal to the normal local salary for comparable work in the relevant industry. Compliance with Swiss and applicable local laws on working time, rest periods, and overtime is required.

3.6 Freedom of Association and Collective Bargaining

Vendors will respect the right of workers to associate freely, form and join workers organisations of their own choosing, seek representation, and bargain collectively, as permitted by and in accordance with applicable laws and regulations. Vendors shall prohibit discrimination with respect to employment based on union membership and refrain from any acts of interference with the establishment, functioning, or administration of workers' organisations.

4 ENVIRONMENT

4.1 Resource Consumption and Emissions

Vendors will use raw materials and natural resources in a responsible manner and make every effort to reduce the consumption of energy (electricity, heating), water, and fuel, to reduce any associated emissions, and to use environmentally friendly means of transport.

Relevant air emissions generated from operations are to be characterized, routinely monitored, controlled, and treated as required prior to discharge. Ozone-depleting substances are to be effectively managed in accordance with the Montreal Protocol and applicable regulations.

Vendors are encouraged to:

- Establish a corporate-wide greenhouse gas reduction goal and disclose complete, consistent, accurate scope 1, 2 and 3 greenhouse gas (GHG) emissions data and/or components required to calculate GHG emissions data.
- Operate a systematic process of planning, training, implementation, monitoring, and evaluation for the company's environmental performance (environmental aspects), with the aim of continually reducing the environmental impact of its operations.
- Minimize negative impacts on Biodiversity and Deforestation, climate change and water scarcity.
- Implement environmental programs in accordance with the United Nations Sustainable Development Goals (SDG) and the targets of the 2015 Paris Climate Agreement.

4.2 Hazardous Substances and Waste

The Vendor must limit the use of materials and resources when sourcing or producing goods in order to minimize its environmental impact, and limit or avoid the use of rare resources where possible. They are encouraged to support Circular Economy initiative to reduce material use to lower the environmental footprint.

4.3 Conflict Minerals

Vendors must ensure to their best knowledge that the materials used in the manufacturing process of products are conflict-free and do not contribute to any ongoing conflict-affected and high-risk countries as defined by the OECD Due Diligence Guidance for responsible supply chain of minerals.

5 DATA CONFIDENTIALITY AND HANDLING

5.1 Handling of Confidential Data and Information

Vendors are obliged to have policies, training, procedures, and technical and organisational measures in place ensuring the proper use, handling and protection of all information and data they receive, access, process and dispose in the course of their business relationship with Sunrise.

Vendors should regard all such information and data as confidential and use only for the purposes for which such information and data was provided. Confidential information should not be used, shared or disclosed by Vendors outside of Sunrise, except to the extent necessary and agreed in writing to carry out their obligations and business activities with Sunrise.

5.2 Data Ethics / Data Quality / Use of AI

An AI system is a machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

The Vendor shall not use and shall procure that none of its Affiliates and subcontractors shall use any Sunrise Data to train or otherwise develop any AI System.

The Vendor must adhere to the following AI principles:

- Transparency and explainability,
- Data minimization,
- No Sunrise data for AI model training,
- Input Data shall not leave the Sunrise environment,
- Human Rights standards,
- Human review of outputs from AI systems.

5.3 Data Privacy

Vendors must comply with all applicable privacy and data protection laws and regulations and implement appropriate data protection and security policies and procedures to protect personal data, and to make sure that all personal data is processed in accordance with applicable laws and regulations. The Vendor must comply with the Swiss Data Protection Act and the Swiss Telecommunications Act in particular.

6 MISCELLANEOUS

6.1 Background Screening

Vendors shall conduct and provide confirmation of satisfactory completion of background checks on all of its staff (Vendor and its affiliates' employees, and their subcontractors' employees), who will be performing services on Sunrise or its affiliates' premises, or who will, in the course of performing services, have access to information, technology systems, data and assets of Sunrise. Background checks will be done in accordance with, and to the extent permitted by any applicable laws and shall include as a standard identity check, criminal records check and excerpt from the debt collection register. Sunrise may perform, at its expense, additional checks, as it deems appropriate. Vendors are responsible for informing their assigned staff that they will be required to sign (a) consent form(s), and other documents related to screening requirements. Vendors shall not assign any staff who do not consent to, or satisfactorily complete, the background check.

6.2 Communication and Training

Vendors shall have appropriate communication means, induction and/or training programs to ensure that its management and staff members, its subcontractors and their management and staff members achieve an appropriate level of knowledge, awareness and skills to comply with the principles and expectations specified in this Vendor Code.

6.3 Documentation

Vendors must maintain and urge their subcontractors to maintain the appropriate records necessary to demonstrate conformance and compliance with applicable laws and regulations and the principles and expectations specified in the Vendor Code.

6.4 Audits

Vendors will use periodic self-evaluation or other auditing procedures to ensure conformity to applicable laws and regulations, and the principles and expectations specified in this Vendor Code. Sunrise reserves the right to verify the Vendors' compliance with the Vendor Code.

6.5 Incident Reporting

Vendors are required to report to their Sunrise sourcing and vendor management contact any incident, behaviour or other circumstances that are or may be regarded as or potentially result in a non-compliance with the principles and expectations specified in this Vendor Code. A report can be made directly or anonymously via the independent whistleblowing process.

6.6 Corrective Action Process

Vendors are required to have processes in place that allow in a timely manner correcting any deficiencies or non-compliance with the Vendor Code as identified by Sunrise, internal or external assessments, inspections or audits or otherwise brought to Vendor's attention.

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6.7 Updates

This Vendor Code will be periodically updated and revised to reflect changes in laws and regulations, as well as the Sunrise policies and standards. The most current version is available online at www.sunrise.ch/business/en/legal/supplier-portal and, unless stated otherwise, will be effective when posted. Sunrise expects its Vendors to keep themselves informed as to any changes to this Vendor Code and to visit the Sunrise Supplier Website regularly to keep themselves up to date. Compliance with this Vendor Code shall be each Vendor's responsibility.

7 Effective

This Policy shall enter into force on 1. April 2026 and shall replace the previous policy. This Policy was approved by the Executive Committee on 01.04.2026.