

PLAYA HOTELS & RESORTS N.V.

Vendor Code of Conduct

At Playa Hotels & Resorts N.V. (together with its subsidiaries, the “Company”), we are committed to ethical business conduct and respect for human rights, and we expect the same of those with whom we do business. This Vendor Code of Conduct (“Vendor Code”) sets forth our expectations and applies to all of our vendors, suppliers, and other contractors that provide labor, goods, or services used in our operations (“Vendors”). We endeavor to do business with reputable Vendors that share our commitment to these fundamental principles, including honesty and integrity, fair treatment of workers, safe and healthy workplaces, respect for the environment, and compliance with the law. We take these issues very seriously. Once we enter into a contractual relationship with a Vendor, we retain the right to conduct audits to determine compliance with the Vendor Code, and we reserve the right to terminate our relationship with a Vendor that violates the Vendor Code.

Compliance with Laws and Alignment with International Standards

Vendors shall comply with all applicable laws in all jurisdictions in which they do business. Nothing in the Vendor Code is intended to displace that basic expectation. However, we expect more than just compliance with the law. Certain provisions in the Vendor Code raise the bar and set higher standards for our Vendors. Our provisions are informed by the Universal Declaration of Human Rights and International Labour Organisation’s Declaration on Fundamental Principles and Rights at Work.

Prohibition on Forced Labor

Vendors shall not use, or support the use of, any form of forced, compulsory, indentured, or trafficked labor or involuntary prison labor. This includes any work for which someone has not offered himself or herself voluntarily; any work performed under threat of penalty; any work that is demanded as repayment for a loan or debt; any work for which the worker was recruited, transported, harbored, obtained, or received through the use of deception, intimidation, threat, force, or other forms of coercion for the purpose of exploitation; and any work performed by a prisoner that is not performed voluntarily or for which he or she does not receive pay.

Workers shall have freedom of movement; they shall be permitted to leave the workplace at the conclusion of their work shifts and shall have the right to end their employment with an employer. Vulnerable workers shall not be charged recruitment fees in connection with any recruitment or work for a Vendor. Vendors (or those acting on their behalf) shall not confiscate, withhold, destroy, or deny access to workers’ identity or immigration documents.

Prohibition on Child Labor

Vendors shall not allow anyone under the age of 18 to be employed by them or to otherwise perform work for them, except as set forth in this paragraph. If the law of the jurisdiction where the work is being performed allows employment of workers ages 14, 15, 16, or 17, Vendors may engage those workers to perform only those tasks that they are permitted by law to perform, during only those hours that they are permitted by law to work. All legal requirements relating to their employment (including, but not limited to, requirements for break time, restrictions on the total number of hours or days they may work, provision of personal protective equipment, requirements for work permits, and related recordkeeping) must be strictly observed. No worker under the age of 18 in any jurisdiction shall be permitted to perform any hazardous work, including any work designated as a hazardous occupation in the U.S. Department of Labor regulations at 29 C.F.R. Part 570, Subpart E. Employment of a worker under the age of 18, even where permitted by applicable law, shall be prohibited when it is detrimental to the health, safety, education, or wellbeing of the child.

Prohibition on Other Exploitation

Any other form of exploitation by or of workers -- including sexual exploitation or abuse -- is strictly prohibited.

Freedom of Association and Collective Bargaining

Vendors shall respect the voluntary choice of workers to exercise their right of free association and collective bargaining in a lawful manner.

Working Hours and Compensation

Working hours shall not exceed the maximum set by local law. Vendors shall pay workers all wages and benefits to which they are entitled by law or contract. Wages and benefits may not be delayed or withheld from workers when they are due. Vendors shall not make fraudulent misrepresentations to workers about the wages or benefits they will receive.

Anti-discrimination and Respect

Vendors shall not discriminate in hiring or terms and conditions of employment based on characteristics protected by law or otherwise unrelated to an individual's qualifications or ability to perform the job. Vendors shall treat workers with respect and shall not subject workers to sexual harassment or any other form of harassment, bullying, intimidation, corporal punishment, or abusive behavior.

Whistleblowing

Vendors shall provide mechanisms for workers to report complaints and suspected violations of laws and policies. Those mechanisms should be accessible to all workers and should be communicated to all workers in a language they understand. In addition, we may require certain Vendors to distribute this Vendor Code and information about our Ethics Hotline to their workforce and subcontractors.

Vendors shall not retaliate against any worker, person, or entity for making a good faith complaint or report to the Vendor or to the Company, whether through our Ethics Hotline or by other means.

Health and Safety

Vendors shall provide safe and secure workplaces; take steps to prevent accidents and injuries; and comply with all applicable health, safety, and environmental laws and standards.

Environment

We also encourage Vendors to minimize their environmental impacts by taking actions including, but not limited to:

- Implementing an environmental management system that enables environmental performance to be tracked and improved over time
- Implementing strategies to reduce energy, carbon, water and waste footprint
- Avoiding the use of endangered and non-renewable resources, whenever possible
- Ensuring proper disposal of any residual waste and managing all storage, use, handling, and disposal of chemicals appropriately
- Minimizing the use of harmful chemical substances and replacing them by innocuous alternatives, whenever possible
- Deploying measures to monitor and minimize any pollution from noise, light, runoff, erosion, ozone-depleting substances, and air, water, and soil contaminants
- Working with their partners to minimize environmental impacts across the supply chain

Anti-Corruption and Business Integrity

Vendors shall not engage in any form of bribery, corruption, extortion, or money laundering and shall have procedures in place to prevent such conduct.

If Vendors are aware of any conflicts of interest in business dealings with the Company, they shall promptly disclose them to us. Any hospitality or business entertaining with the Company shall be kept reasonable, for the purpose of maintaining good relationships, and shall not be intended to influence our decisions about awarding business. We discourage gifts from Vendors' employees to our employees.

Subcontractors

We expect that our Vendors will strive to engage reputable subcontractors or vendors that also demonstrate a commitment to the principles espoused in the Vendor Code. Vendors shall not engage a subcontractor or supplier that they know uses forced labor or prohibited child labor or otherwise disregards human rights. We may require Vendors to include compliance and audit provisions in their subcontracts for goods or services that will be used in our operations.

Audits and Accountability

Vendors are responsible for documenting their compliance and efforts to promote and monitor compliance with the Vendor Code. If a Vendor becomes aware of a failure to comply with the Vendor Code, it shall promptly report it to us. Vendors shall respond to our requests for information relating to their compliance, including requests for certification of their compliance or compliance efforts. We have the right to audit a Vendor to determine its compliance with the Vendor Code, and the Vendor shall cooperate with any such audits. Audits may include reviewing relevant documents, inspecting facilities, and conducting interviews.

We have the right to terminate any contract, relationship, or arrangement with a Vendor if we determine (whether with or without an audit) that the Vendor has violated the Vendor Code. In some situations, we may choose to work with a Vendor to have it remedy a violation. Doing so does not waive our right to terminate or to insist upon full compliance in the future.

***Disclaimer:** Nothing in the Vendor Code is intended to create an employment relationship between the Company and any employee or contractor of a Vendor. Vendors have the sole obligation of structuring their business operations in a way that allows them to meet the Company's expectations. We do not have the right to control the manner or method in which they do so or in which Vendors' employees or contractors perform their work, nor shall we dictate the particular terms and condition of employment for employees of Vendors.*